



# STANDARD TERMS AND CONDITIONS OF SUPPLY

The following standard terms and conditions ("**Standard Terms**") apply to all supplies of goods and/ or services by RCT to the Customer ("hereinafter referred to as "you"), unless RCT's Authorised Representative agrees (in writing) to the contrary or RCT and you have executed a formal written contract that provides for different terms and conditions and appropriate for the type of supply specified in the Purchase Order.

## 1 QUOTATION

- 1.1 If RCT provides a quotation (whether by way of a formal quotation or otherwise) or price estimates ("**Quote**") to you, the Quote is indicative only and does not represent an offer to contract.
- 1.2 The Quote does not in any way bind RCT and RCT may withdraw or vary the Quote at any time before the Contract is formed in accordance with clause 2.4.

## 2 CONTRACT

- 2.1 By issuing RCT with a purchase order ("**Purchase Order**"), or by accepting the Quote or by offering to purchase the Goods, you are making an offer to enter into a binding contract with RCT to purchase the Goods ("**Offer**").
- 2.2 The Purchase Order should specify the following:
- (a) the description of the Goods required;
  - (b) the specifications for the Goods;
  - (c) the quantity of the Goods;
  - (d) Delivery Date for the Goods;
  - (e) Delivery Address; and
  - (f) Price for the Goods.
- 2.3 If the Purchase Order does not contain any of the terms required by clause 2.2, it will incorporate by reference the relevant terms from the Quote.
- 2.4 If RCT accepts the Offer, a legally binding contract ("**Contract**") between RCT and you is formed.
- 2.5 The Contract comprises the following:
- (a) Standard Terms;
  - (b) Purchase Order;
  - (c) Quote.
- 2.6 In the event of any inconsistency between the documents in clause 2.5, the following is the order of precedence:
- (a) Standard Terms;
  - (b) Purchase Order;
  - (c) Quote.
- 2.7 Each Contract is a separate contract for the supply of the Goods under the particular Purchase Order or Quote.
- 2.8 Any purchase terms and conditions that you include in the Purchase Order (or in any other written communications to RCT) will be of no legal effect and do not form part of the Contract, unless RCT's Authorised Representative expressly agrees in writing that your terms and conditions are accepted.

## 3 PRICE

- 3.1 Subject to clauses 3.2 and 3.3, the Price is the total amount specified in the Quote, the accepted Purchase Order or RCT's invoice(s).
- 3.2 Unless otherwise stated, the Price is quoted Ex Works (as per Incoterms 2010) and does not include:

- (a) VAT;
  - (b) any taxes other than VAT;
  - (c) duties;
  - (d) bank or credit card transaction costs;
  - (e) insurance; and
  - (f) delivery charges.
- 3.3 If in any Jurisdiction VAT is payable by RCT to a tax authority in relation to the supply of the Goods and/or Services, an amount equal to such VAT will be calculated and charged to you as an additional amount.
- 3.4 The Price is based on RCT's understanding of your requirements at the time of the Contract. The Price is subject to increases at RCT's discretion in any of the following situations:
- (a) you vary or change your requirements or specifications;
  - (b) RCT varies the Goods or scope of Services due to inaccurate or incomplete information or requirements that you had provided to RCT; or
  - (c) Additional costs incurred by RCT due to:
    - (i) factors or circumstances that are not within RCT's control including but not limited to delays to RCT's supply or completion of the Services due to issues in relation to the Site (including but not limited to adverse weather, difficulty or inability to access the Site, unavailability of your plant and equipment) or with your goods or equipment;
    - (ii) any of your acts or omissions (including acts and omissions of your Personnel) which prevent or delay RCT in performing its obligations under this Contract.
- 3.5 RCT supplies the Goods to you on an "as is" basis. Unless RCT has agreed otherwise, the Goods do not include any future upgrades or updates (whether to software or hardware). Accordingly, any upgrade or update to the Goods that you request from RCT in the future will be charged.

## 4 PAYMENT

- 4.1 Unless RCT has agreed with you on a different payment arrangement for the Contract, the following will apply.
- 4.2 Subject to clause 4.4, if you have a credit facility with RCT ("**Credit Facility**") and the Total Monies Owing are:
- (a) within the limit in the Credit Facility, you must pay RCT's invoice within 30 days from the date of the invoice.
  - (b) above the limit in the Credit Facility, RCT will determine the payment terms for the Contract and notify you of the payment terms.
- 4.3 If you do not have a credit facility with RCT, you must pay the Price for the Goods and Services upfront or in accordance with RCT's payment terms (as notified to you), before RCT makes the Goods available for delivery or provides the Services.
- 4.4 If the Goods are to be delivered to an address outside the Jurisdiction, the payment terms are as follows:
- (a) if the Contract does not require RCT to provide any Services at the Site in connection with the Goods (not limited to

- installation or commissioning services), you must pay the Price for the Goods upfront before RCT makes the Goods available for delivery; or
- (b) if the Contract includes Services at the Site in connection with the Goods, you must pay:
  - (i) 80% of the Price of the Goods before RCT makes the Goods available for delivery; and
  - (ii) the remaining 20% of the Price for the Goods and the Price for the Services, within 30 days from the date of the RCT's invoice (which RCT will issue after the Services are completed).

- 4.5 If you fail to pay RCT's invoices in accordance with this clause 4, without prejudice to any other right or remedy RCT has, you will be liable for interest charges on the outstanding amount accrued daily at the maximum rate as permitted under the Law from the date when the payment was due until the date of payment. Further, RCT will be relieved from performing any obligations under the Contract and RCT reserves all its other rights against you.
- 4.6 Notwithstanding your Credit Facility or any credit terms granted by RCT in this clause 4, any outstanding invoice will become immediately due for payment if:
- (a) you experience an Insolvency Event; or
  - (b) an Insolvency Event affecting you is, in RCT's sole opinion, reasonably expected to occur; or
  - (c) RCT in its sole opinion, considers that you are not able to pay the Total Monies Owing in a timely manner.
- 4.7 RCT may at its sole discretion vary any term of your Credit Facility (including the credit limit) at any time.
- 4.8 You must make all payments to RCT free from any deductions, set-off or Claim of any kind whatsoever.

## 5 DELIVERY

- 5.1 Unless RCT agrees otherwise, the delivery of the Goods will be on Ex Works (RCT's premises) basis. As to Services, RCT will perform them at the Site or any other place as agreed between you and RCT.
- 5.2 You will bear all delivery, duty and freight costs.
- 5.3 Unless RCT agrees otherwise, you are responsible to obtain all licences, authorisations or consents required for the importation of the Goods into the Jurisdiction.
- 5.4 RCT may effect the delivery by instalments and you are bound to accept the deliveries.
- 5.5 RCT will provide appropriate packing of the Goods to prevent damage during their transportation but to the extent that you have made known the mode of transportation or any specific circumstances to RCT.
- 5.6 Delivery of the Goods is effected when RCT hands the Goods over to you, your nominated carrier or your agent. RCT may, but is not obliged to obtain a written acknowledgement of delivery from the person who collected the Goods on your behalf.
- 5.7 You must inspect the Goods at the time of delivery or within a reasonable time (in any event within 7 days from the date of delivery) after the

delivery has been effected. You must inspect the Services after RCT has completed them. You must notify RCT in writing within seven (7) days of delivery (or completion of the Services) of any damage, defect or non-compliance of the Goods or Services with the Contract. If you fail to notify RCT within the specified time, you are deemed to have accepted the Goods and/or Services.

5.8 If the Goods and/or Services do not comply with this Contract, RCT will at its sole discretion elect whether to replace or to rectify the Goods or Services.

5.9 If you fail to take delivery of the Goods within 14 days from the Delivery Date, RCT will be entitled to, without prejudice to its other rights, put the Goods into storage at your expense and risk. You will be liable to RCT for any loss, cost and expense occasioned by your failure to take delivery (including RCT's storage costs). You agree that RCT may retain the Goods (or part thereof) which the title has passed to you ("**Retained Goods**") and to deal with the Retained Goods in any way (including selling, converting or using up the Goods) in order to satisfy the Total Monies Owing or RCT's costs as a result of your failure to take delivery. If there is any residue Goods which title in these Goods have been transferred to you, RCT reserves the right to dispatch them to your premises and RCT will not be liable for the custody or risk in the Goods from the time the Goods are collected by the freight carrier.

## 6 DELAYS

6.1 RCT will use its best endeavors to deliver the Goods on or before the Delivery Date. RCT will notify you if it becomes aware of any possible delay in the delivery of the Goods.

6.2 The Delivery Date is intended only as an estimate, and may be subject to delay. Delays may be caused by RCT's suppliers, freight carriers, or any other cause beyond the reasonable control of RCT. RCT will not be liable to you for any loss or damage (including any purported liquidated damages) resulting from late delivery of the Goods or delay in the completion of the Services. RCT's delay will not entitle you to treat the Contract as repudiated or to terminate this Contract.

6.3 To the extent that RCT is or is likely to be delayed or prevented from delivering the Goods or completing the Services by the relevant Delivery Date due to:

- (a) any event or circumstance beyond RCT's reasonable control (public health issue, government directives, travel restrictions and any other circumstances caused by a public health issue are deemed to be factors beyond RCT's reasonable control); or
- (b) any breach, act or omission by you or your agent or contractor,

RCT is entitled to a reasonable extension of time to deliver the Goods and/or complete the Services.

## 7 VARIATIONS

7.1 If at any time during the Contract, you request RCT to vary the Goods or the Services (whether as to the nature, quality or quantity of the Goods and/or Services) ("**Proposed Variation**"), RCT may but is under no obligation to accept the Proposed Variation. If RCT agrees to consider the Proposed Variation, it will:

- (a) confirm with you whether the Proposed Variation is feasible and the effect of the Proposed Variation on the Delivery Date and the Price; or
- (b) notify you that the Proposed Variation is not feasible and RCT's reasons.

7.2 If clause 7.1(a) applies and you agree to the adjustments to the Price and the Delivery Date,

RCT may require you to issue an amended Purchase Order or an additional Purchase Order.

7.3 RCT is entitled to be paid the agreed amount for performing the Proposed Variation (whether or not you had complied with the formal requirements in clause 7.2).

7.4 If the Parties cannot agree on the price for the Proposed Variation or the impact on the Delivery Date within 10 Business Days from your request in clause 7.1, RCT will not perform the Proposed Variation and the Proposed Variation will have no effect on this Contract.

## 8 YOUR OBLIGATIONS

8.1 Without limiting any other clauses in this Contract, during the term of this Contract, you agree to perform the following obligations:

- (a) to pay RCT's invoices in accordance with clause 4 and to pay the Total Monies Owing to RCT;
- (b) to provide RCT with necessary instructions to enable RCT to perform this Contract in a timely manner; and
- (c) to ensure that any materials or documents that you provide to RCT for the purposes of this Contract are true and correct to the best of your knowledge.

## 9 RCT'S OBLIGATIONS

9.1 During the term of this Contract, RCT will:

- (a) ensure the Goods comply with the Contract; and
- (b) complete the Services with due care and skill, in a proper and workmanlike manner.

## 10 WARRANTY

10.1 Subject to clauses 10.4, 10.5 and 10.11, RCT gives the following warranties to you:

- (a) Goods supplied will be of acceptable quality ("**Goods Warranty**");
- (b) Services will be rendered with due care and skill ("**Services Warranty**"); and
- (c) Any goods or part of the goods (to which the Goods Warranty does not apply) that are repaired by RCT will be of acceptable quality ("**Repair Warranty**").

10.2 The warranty periods for the warranties in clause 10.1 are as follow:

- (a) Goods Warranty
  - (i) All goods except those goods described in clause 10.2(a)(ii):  
Warranty period: 12 months commencing from the Delivery Date.
  - (ii) SmarTrack® that is held as stock: If you purchase RCT's SmarTrack® and you (or the end-user) do not immediately put the SmarTrack® into use, RCT will give a 12 months warranty commencing from the Date of Activation, subject to the following terms and conditions:
    - A. The maximum period of time you (or the end-user as the case may be) may hold the SmarTrack® as stock is 12 months from the Delivery Date ("**Holding Period**"). If the SmarTrack® is put into use after the Holding Period, RCT will not give any warranty for that good; and
    - B. The SmarTrack® is in its original packaging, undamaged and properly stored under normal conditions during the Holding Period.
- (b) Services Warranty – 3 months from the date of completion of the relevant service as indicated on RCT's invoice or based on RCT's records;
- (c) Repair Warranty - 3 months from the date the repaired goods are dispatched from or collected from RCT's premises.

10.3 For the purposes of clause 10.2(a), the following terms have the following definitions:

- (a) "**Delivery Date**" means the date the goods are dispatched from or collected from RCT's premises, as determined based on RCT's records;
- (b) "**Date of Activation**" means the date that RCT's "**SmarTrack®**" portal records the particular SmarTrack® product as having been put into first use

10.4 The warranties in clause 10.1 do not apply in the following situations:

- (a) Defects or damage which may be caused or partly caused by (whether by you or by any other person):
  - (i) normal wear and tear;
  - (ii) accident, misuse or abuse;
  - (iii) any adverse external conditions such as power surges and dips, fire, floods or acts of God;
  - (iv) exposure to any environmental condition that is;
    - A. not recommended by RCT;
    - B. not recommended by the operating manual (or similar manuals) for the goods; or
    - C. generally not suitable or not reasonably expected that goods of this nature will be exposed or subject to;
  - (v) modification, alteration or interference with the goods without RCT's approval;
  - (vi) failure to properly maintain the goods;
  - (vii) incorrect voltage or non-authorized electrical connections;
  - (viii) use of the goods for other applications or purposes not made known to RCT before RCT delivered the goods;
  - (ix) repairs, servicing, modification or other works carried out on the goods by a third party without RCT's approval;
  - (x) use of parts or components for the goods which are not approved by RCT;
  - (xi) incorrect use of the goods or failure to follow RCT's (or the original manufacturer if relevant) operating guidelines, instructions or manual; or
  - (xii) continued use of the goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user.

(b) You have not fully paid for the goods and/or services.

10.5 Notification of an Alleged Breach of Warranty

- (a) If you have grounds to believe the goods or services supplied do not comply with the warranties given in clause 10.1 and the goods or services fall within the warranty periods in clause 10.2, you must within a reasonable time (in any event within 7 days) after discovering the alleged defect, notify RCT in writing of the nature of the defect. You must report the defect to RCT prior to the expiry of the warranty period.
- (b) You must return the goods to RCT (unless RCT directs you not to return the goods) at your cost using pre-paid freight. The goods must be accompanied by a "Return Merchandise Authorisation" (RMA). You may request for a RMA by contacting RCT.
- (c) Upon RCT's receipt of the goods, RCT will determine whether a defect exists and the cause(s) of the defect.

10.6 Remedies

If RCT determines that the alleged defect is under warranty, RCT's liability will be limited, at RCT's option, to one or more of the following:

- (a) Defect in goods:
  - (i) repair of the goods;
  - (ii) replacement of the goods or the supply of equivalent goods;
  - (iii) refund of the price paid for the goods.

- (b) Defect in services:
  - (i) re-supply of the relevant services;
  - (ii) refund of the price paid for the services.

10.7 Where RCT's Warranty Does Not Apply  
If the alleged defect is not under RCT's warranty, RCT will provide a quotation to you for the repair of the goods or to provide relevant services to you.

10.8 Exclusion of implied warranties  
To the extent permitted by law, RCT excludes all other conditions or warranties. The only warranties that RCT gives are the express warranties in these Standard Terms.

10.9 Limitation of liability  
You agree that under no circumstances will RCT's liability exceed the price of the relevant good or service that did not conform with the warranties in clause 10.1.

10.10 Non transferability  
The warranties in clause 10.1 are not transferable and are for your sole benefit only.

10.11 Third party goods  
The warranties in clause 10.1 do not apply to third party goods that RCT resells to you. To the extent permitted by law, RCT does not give any warranty for these goods. The original manufacturer or supplier's warranty will apply to such goods unless RCT agrees otherwise.

## 11 RETURN OF GOODS

11.1 If for whatever reason, you wish to return the Goods to RCT after delivery, you must notify RCT of your intention before you attempt to return the Goods to RCT.

11.2 Other than a breach of warranty by RCT under clause 10, RCT may, but is under no obligation to accept the return of the Goods.

11.3 If RCT accepts the return of the Goods, it is conditional upon the following:

- (a) you returning the Goods to RCT's premises at your expense;
- (b) the Goods must be:
  - (i) undamaged;
  - (ii) unsoiled;
  - (iii) in its original packaging;
  - (iv) in a condition which RCT considers satisfactory for resale; and
  - (v) subject to any other terms that RCT requires.
- (c) the Goods are not custom made goods; and
- (d) the Goods have not been installed or affixed to other goods or equipment.

11.4 If RCT accepts the return of the Goods, it will at its sole discretion decide whether to give you a credit note, a refund or allow you to exchange the Goods for some other goods. RCT reserves the right to charge you a restocking fee of 15% of the Price of the relevant Goods.

## 12 INTELLECTUAL PROPERTY

12.1 You acknowledge that RCT is the owner of RCT's Background IP.

12.2 You acknowledge that RCT owns (or has rights under licence) all Intellectual Property Rights in the Goods (including copyright in any software or source code provided with the Goods), Services and in RCT's Technical Materials ("RCT IP").

12.3 You acknowledge that all Intellectual Property Rights in the Developed IP vests in RCT upon the creation of the Developed IP. RCT may take such steps as RCT thinks fit to register or otherwise protect the Developed IP.

12.4 Subject to your compliance with this clause 12, RCT grants to you an irrevocable, royalty free (unless RCT specifies otherwise) and non-exclusive licence to use RCT's Background IP, RCT IP and the Developed IP that subsist in or has been incorporated into the Goods (including any software provided with the

Goods or embedded within the Goods) and in the Services, for the sole purpose of your utilisation of the Goods and Services in the ordinary course of your business.

12.5 You must not, and must not procure or permit any person to re-engineer, de-compile, modify, reproduce, copy any of RCT's Background IP, RCT IP and the Developed IP in a manner that is not contemplated by this Contract.

12.6 You warrant to RCT that you own or have the right to use any intellectual property that you provide to RCT for the purposes of this Contract. If you infringe on any third party's Intellectual Property Rights, you agree to indemnify RCT on a full indemnity basis (including legal costs) if that third party makes a Claim against RCT.

12.7 In this clause 12, "RCT" includes RCT's Affiliates.

## 13 AUTOMATION SOFTWARE AND EMBEDDED SOFTWARE

13.1 If you procure any Automation Software from RCT, you agree to be bound by the terms and conditions in RCT's Automation Software Licence Agreement (available on RCT's website at <http://rct-global.com>).

13.2 If any software belonging to RCT is embedded in the Goods, you agree to be bound by the terms and conditions in RCT's Standard Terms and Conditions of Licence of RCT's Embedded Software (available on RCT's website at <http://rct-global.com>).

## 14 THIRD PARTY OR OPEN SOURCE SOFTWARE

14.1 Where RCT uses or incorporates any third party software or open source software in the Goods and RCT is subject to the relevant licensor's licensing terms and conditions ("Licensing Terms"), the Licensing Terms will be incorporated into this Contract and you must comply with the Licensing Terms to the extent applicable to you.

14.2 You indemnify RCT and hold RCT harmless arising from your breach or non-compliance with any of the applicable Licensing Terms.

## 15 CONFIDENTIALITY

15.1 Subject to clause 15.2, you must not at any time use, copy, reproduce, distribute or disclose to any third party any Confidential Information unless RCT (or RCT's Affiliate as the case may be) has given prior written consent.

15.2 Clause 15.1 does not apply in the following circumstances:

- (a) the Confidential Information is in the public domain (other than by reason of your breach of confidentiality);
- (b) you are required by law to make the disclosure;
- (c) the disclosure is to your employees or contractors as is reasonably necessary in connection with this Contract; or
- (d) the disclosure is made to your professional advisors.

15.3 If clause 15.2(c) and/or clause 15.2(d) apply, you must ensure that you enter into an appropriate confidentiality deed with the recipient of any Confidential Information.

15.4 You indemnify RCT against any Claim (including legal costs on a full indemnity basis) that RCT incurs or suffers as a result of breach of RCT's confidentiality by your employees, contractors or advisors.

## 16 TITLE & RISK

16.1 Risk in the Goods passes to you from the time you or your nominated carrier or agent takes custody, possession or control of the Goods from RCT. If RCT tenders the Goods for delivery

at the Delivery Address and you fail to take delivery, the risk in the Goods will pass to you from the time RCT (or its agent) has completed unloading the Goods.

16.2 Title in the Goods passes to you after RCT has received full payment (in cleared funds) for the Goods.

16.3 While RCT retains title to the Goods and RCT has effected delivery, you must:

- (a) store them separately from other goods and clearly identify the Goods as RCT's property;
- (b) you must insure the Goods with a reputable insurance company for the full replacement value of the Goods against loss or damage including but not limited to fire, malicious damage, theft and transit risks from the time risk in the Goods passes to you until the time title in the Goods passes to you.

## 17 LIMITATION OF LIABILITY

17.1 Subject to any warranties which are implied by Law and cannot otherwise be excluded, RCT excludes all other conditions, warranties or guarantees or liability in connection with this Contract or RCT's supply of the Goods and/or Services.

17.2 To the extent RCT's liability cannot be excluded under clause 17.1, RCT's liability will be limited to the express warranties in clause 10 and RCT's maximum liability under this Contract (including negligence claims) is capped at the price of the specific Goods and/or Services that gave rise to your loss or damage.

17.3 To the extent permitted by the Laws, under no circumstances will RCT be liable to you for any Indirect Loss, damage to property or injury to persons or the supply of the Goods and/or Services. You also agree that RCT's liability under or in any way connected with this Contract or the Goods and/or Services is limited to the total amounts that you had paid to RCT in connection with this Contract as at the date on which the Claim giving rise to such liability arose.

## 18 INDEMNITY

18.1 You indemnify RCT against any Claim (including legal costs on a full indemnity basis) that RCT incurs or suffers directly as a result of your breach of any term or warranty in this Contract.

18.2 You indemnify and hold harmless RCT and RCT's directors and Personnel (collectively the "Indemnified Parties") against any liability or Claim (including legal costs on a full indemnity basis) which may be incurred by the Indemnified Party(ies) or brought against the Indemnified Party(ies) arising from death or injury to any person or damage to property, caused in any manner by your possession, use or operation of the Goods.

18.3 The indemnity in clause 18.2 does not apply to the extent the liability or Claim is caused by negligence of the Indemnity Party who is seeking indemnification from you.

18.4 RCT holds the indemnities in this clause 18 on trust for its directors and Personnel.

## 19 ACCESS TO SITE

19.1 If RCT requires access to the Site or your premises for the purposes of this Contract, you must provide RCT, its employees, contractors or agents (Personnel), reasonable and safe access to the site or premises.

19.2 You indemnify RCT for any loss or damage suffered by RCT (and RCT's Personnel) arising from or in connection with RCT or RCT's Personnel's attendance at the Site or your premises, to the extent caused or contributed by your act, omission or negligence (or that of your agents, employees, contractors, invitees or licensees).

## 20 DEFAULT ON PAYMENT

20.1 If you default in payment of RCT's invoices or do not comply with clause 4, without limiting RCT's rights and remedies, you agree to the following:

- (a) you grant RCT (and RCT's employees, agents or contractors) access to your premises (or to procure access for RCT to the Site where the Goods are located) to seize the unpaid Goods;
- (b) you agree that RCT may do whatever is reasonably necessary for RCT to seize the unpaid Goods (including but not limited to dismantling, disassembling or detaching the unpaid Goods from other goods or equipment to which the unpaid Goods are affixed, attached to or incorporated into);
- (c) you agree to pay all the enforcement costs (including legal costs on a full indemnity basis) incurred by RCT and also indemnify and hold RCT harmless against any Claims by any third party as a result of RCT's exercise of its right pursuant to this clause 20.1.

20.2 RCT may apply any monies received from you (including any proceeds of sale from the disposal of any Goods that RCT seized from you through enforcement actions) towards any unpaid invoice, RCT's enforcement costs or any other Claims against you (e.g. indemnities) in accordance with this Contract, as RCT determines at its absolute discretion.

## 21 TERMINATION OF CONTRACT

21.1 RCT may take the actions in clause 21.2 in any of the following situations:

- (a) you have breached a term of this Contract and have failed to remedy the breach within the time stipulated by RCT;
- (b) you experience an Insolvency Event or an Insolvency Event affecting you is in RCT's sole opinion reasonably expected to occur;
- (c) you cease or threaten to cease conduct of your business in the normal course;
- (d) you do not provide RCT with accurate or timely information, directions or instructions which are necessary for RCT's performance of its obligations under this Contract.

21.2 RCT has the right to take the following actions if any event specified in clause 21.1 occurs:

- (a) terminate the Contract by giving you 14 days' written notice;
- (b) cease all work and services in relation to the Contract;
- (c) cancel RCT's credit facility to you;
- (d) refuse to deliver the Goods, except where payment in full has been received by RCT;
- (e) enter your premises where the Goods are located and retake possession of those Goods, the full payment for which has not been received by RCT.

21.3 Upon termination of this Contract in accordance with clause 21.2(a), you must:

- (a) pay RCT for all Goods supplied and Services performed up to the date of termination;
- (b) pay RCT for the cost of any goods or services ordered for the purposes of this Contract which RCT cannot reasonably avoid or cancel;
- (c) pay RCT for that portion of the Contract Price which relates to Goods that RCT has manufactured or produced pursuant to the Contract but which may not have been delivered to you;
- (d) any other costs that RCT incurs as a result of the termination, including but not limited to RCT's cost or loss arising from RCT's cancellation of contracts with third parties or suppliers engaged for the purposes of this Contract;
- (e) return all of RCT's Confidential Information and Intellectual Property (including RCT's

Background IP and Technical Materials) in your possession. If any of RCT's Confidential Information or Intellectual Property are stored in your storage devices (including electronic mails), you must destroy them permanently and give a written undertaking to RCT after you have done so.

21.4 Upon termination of the Contract under clause 21.2(a), all licences granted by RCT to you will cease immediately and RCT is not required to give a written notice to you.

21.5 Clauses 4, 8.1(a), 10, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29 and any other clause which is intended to survive, will continue to survive after this Contract comes to an end.

## 22 DISPUTE RESOLUTION

22.1 The Parties agree to comply with this clause 22 before commencing any court proceedings (except proceedings for urgent interlocutory relief) in relation to any Dispute. RCT is not prevented from commencing a court proceeding to recover any payment due under clause 4 or Total Monies Owing (or any portion of Total Monies Owing).

22.2 A Party claiming a Dispute has arisen must give the other Party to the Dispute notice setting out details of the Dispute.

22.3 During the thirty (30) days after a notice is given under clause 22.2 (or longer period as agreed by Parties in writing), each Party must act in good faith towards each other and use reasonable efforts to resolve the Dispute.

22.4 If the Dispute is not resolved within the time stipulated in clause 22.3, the Dispute must be referred to mediation.

22.5 The Parties may agree on the appointment of a mediator. If the Parties cannot agree on the mediator, either Party may seek assistance from an appropriate body regulating mediators or a law society in the Jurisdiction, to appoint a mediator. The appointment of the mediator will be final and binding on both Parties.

22.6 The cost of the mediation will be shared equally between the Parties.

22.7 If the Dispute is not resolved within 30 days (or such longer period as agreed by the Parties) from the date of the appointment of the mediator, either Party may at any time commence litigation proceedings in respect of the Dispute.

## 23 USE OF INFORMATION

23.1 You agree that RCT may use information that you provide to RCT for the purpose of credit assessment, debt collection and direct marketing activities.

23.2 You consent to RCT's disclosure of the fact that you are RCT's customer for the purposes of RCT's tenders for other contracts. RCT may also provide a brief description of the supply (for example, the goods supplied by RCT and the make and model of your equipment if applicable) and your contact details for the purposes of the tenders.

## 24 CONSENT TO USE

24.1 RCT may film the operation or testing of the Goods at your premises or at the Site.

24.2 You consent to RCT using the video footages or photographs in clause 24.1 ("Materials") for its marketing and promotional activities and materials ("Authorised Purpose").

24.3 The licence in clause 24.2 is perpetual, non-transferrable (transferrable as between RCT's Affiliates) and royalty free.

24.4 To the extent possible, RCT will de-identify you and the Site owner/occupier in RCT's marketing materials.

24.5 RCT will, upon your request, provide a copy of the final marketing material to you for your viewing.

## 25 PRIVACY LAWS

25.1 You consent to receiving regular communications (whether mailers, electronic mails, electronic text messages or via any other media including social media) from RCT (or RCT's Affiliates or service providers) in relation to product information, marketing materials or information about RCT's events.

25.2 If you wish to opt out from receiving these communications, please contact RCT (please refer to RCT's website at <http://www.rct-global.com> for its contact details).

## 26 SMARTRACK® FLEET CONTROL SYSTEM AND EARTHTRACK® INFORMATION SYSTEM

26.1 Licence to use the Service

(a) If the Goods are SmartTrack® Fleet Control System ("SmarTrack") or Earthtrack® Information System ("Earthtrack"), RCT grants you a licence to access and use the Software Service ("Licence") via the Website for a term of 5 years (or such term as specified by RCT) commencing from the Start Date.

(b) The Licence is non-exclusive, non-transferrable and subject to the terms of this clause 26, other terms in this Contract and any end-user licence agreement between RCT and you (or your nominated users) entered into via the Website.

(c) RCT may charge licence fees for the grant of the Licence.

(d) To access the Software Service, RCT may provide a SIM card (or another similar device or thing) purpose) to you or you may be required to procure your own SIM card.

26.2 Your general obligations

(a) You must only use the Software Service and the Website for the internal purposes of your business;

(b) You must not sub-licence the Licence to any person without RCT's prior written consent;

(c) You must not do anything or permit another person from doing anything which may undermine the security, integrity or functionality of the Software Service or the Website or impair the ability of another third party to use the Software Service or the Website;

(d) You must not modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Software Service or to operate the Website;

(e) You must not procure another person to breach clause 26.2(d).

26.3 Intellectual Property

(a) Title to and all Intellectual Property Rights in the Software Service, the Website and any documentation relating to the Software Service remain the property of RCT (or RCT's Affiliate if applicable) (or their licensors).

26.4 Backup of Data

(a) While RCT (or RCT's Affiliate) has data  
(b) backup and recovery procedures, you are responsible for backing up and keeping a copy of your Data (whether in paper form or in electronic form).

(c) RCT does not guarantee that there will be no loss of your Data and RCT excludes liability for your loss of Data, howsoever caused.

26.5 No warranties

(a) RCT does not warrant that the use of the Software Service or Website will be uninterrupted or error free. You agree

- that the Software Service and Website depend on the availability and reliability of communications networks, network providers and the internet. RCT or RCT's third party provider may also suspend the Software Service or Website from time to time to perform upgrades, updates or general maintenance. RCT will not be responsible for any such interference, disruptions or inaccessibility to the Software Service or Website.
- (b) RCT is not responsible for your Data. You are responsible for the integrity, accuracy or reliability of your own Data.
- (c) To the extent applicable, you must comply with the GDPR.
- (d) RCT gives no warranty about the Software Service and provides the Software Service on an 'as is' basis each time you access the service. RCT does not warrant that the Software Service will meet your requirements or that it will be fit for your particular purpose. All implied conditions or warranties are excluded insofar as is permitted by Law. If any implied condition or warranty cannot be excluded, RCT's liability is limited to resupplying or making the Software Service (or an equivalent service) available to you.
- 26.6 Upgrades
- (a) RCT may, but is not under any obligation to, make any changes, upgrades or updates to the Software Service.
- (b) If RCT carries out a significant upgrade or replacement of the Software Service, you may be required to bear reasonable costs (whether in the form of a one-off payment or ongoing fees) of the upgrade or replacement. If you do not wish to pay the reasonable costs and elect to remain on your current Software Service, RCT does not guarantee that the Software Service that you have been using will be available after the upgrade or replacement.
- 26.7 Termination of Licence  
RCT may suspend or terminate the Licence at any time if RCT has reasonable grounds to believe that you are not complying with the terms of use in clause 26.
- 26.8 Definitions  
The following terms in clause 26 shall have the following definitions:
- (a) "**Data**" means any data that you (or your employees, agents or contractors) input into the Software Application or which are generated from your equipment, machine or application;
- (b) "**Intellectual Property Rights**" has the same meaning given by clause 30.
- (c) "**Software Application**" means RCT's software information system (or as licensed to RCT) used in conjunction with SmartTrack or Earthtrack.
- (d) "**Software Service**" means RCT's service of making available the Software Application for your use.
- (e) "**Start Date**" means the date of RCT's invoice for the particular Goods, unless otherwise agreed by RCT.
- (f) "**Website**" means the website or domain where RCT hosts the Software Application or makes the Software Service available from.
- 27 27 PPSA**
- 27.1 This clause 27 does not apply if the Jurisdiction is not Australia or Ontario, Canada.
- 27.2 To secure your payment obligations under clause 4, you grant to RCT a Security Interest in the Goods (and in any other goods that RCT supplies to you from time to time). RCT's Security Interest will attach to any Proceeds or any Accessions.
- 27.3 RCT may register its Security Interests under

- this Contract pursuant to the PPSA and you consent to the registration.
- 27.4 You agree that this Contract constitutes a Security Agreement for the purposes of the PPSA.
- 27.5 You agree to sign any documents and provide necessary assistance and information to RCT to enable RCT to perfect its Security Interest by registration.
- 27.6 You waive the right to receive notice of any financing statement registered by RCT.
- 27.7 You acknowledge that if you mix the Goods with other goods or products so that the Goods are no longer separately identifiable, any Security Interest shall continue for the purposes of the PPSA, and that RCT's Security Interest will be attached to the processed or commingled goods in accordance with the provisions of the PPSA.
- 27.8 You must not dispose of the Goods to which RCT has a Security Interest other than in the ordinary course of your business.
- 27.9 While RCT retains title to the Goods, you must not subject the Goods to any person's Security Interest or to permit a third party from registering a Security Interest over the Goods, unless you have received RCT's prior written consent.
- 27.10 RCT may apply any amounts that you have paid under this Contract to any of your outstanding invoices in RCT's absolute discretion.
- 27.11 You agree to notify RCT in writing of any change to your details set out in this Contract, within 5 days from the date of such change.

## 28 ANTI-CORRUPTION

You must comply at all times with all applicable Anti-Corruption Law and must not give or offer to give, receive, or agree to accept, any payment, gift or other advantage, which violates an applicable Anti-Corruption Law. Failure to comply with this clause 28 will constitute a material breach which will entitle RCT to terminate the Contract immediately.

## 29 GENERAL

- 29.1 Governing Law and Jurisdiction
- (a) The Parties agree that this Contract shall be governed by and construed in accordance with the Laws of the Jurisdiction. The Parties agree that the provisions of the Convention of the United Nations on Contracts for the International Sale of Goods (Vienna Sales Convention) are excluded.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts in the Jurisdiction and any courts, which may hear appeals from those courts in respect of any proceedings in connection with this Contract. The submission to the courts in the Jurisdiction will not limit RCT's right to initiate proceedings against you in any court which may otherwise exercise jurisdiction over you or any of your assets.
- 29.2 Notices
- (a) Any notice must be given by delivering the notice personally, by registered mail, courier, fax or by electronic mail to the address (or electronic address) of the Party as stated in the Contract or to such other address as such Party may have notified in writing to the other for such purposes.
- (b) Subject to clause 29.2(c), a notice given in accordance with clause 29.2(a) is taken to be received by the recipient as follows:
- (i) in the case of delivery by hand, on delivery;
- (ii) in the case of prepaid post sent to an address in the same country, on the fifth day after posting;
- (iii) in the case of prepaid post sent to an address in another country, on the

- tenth day after posting by airmail;
- (iv) in the case of fax, at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
- (v) in the case of electronic mail (email), at the time the email was sent, provided the sender did not receive any notification (within 24 hours from the time the email was sent) that the email was not successfully delivered.
- (c) If the notice is taken to be received on a day that is not a Business Day or after 5.00 pm on a Business Day, the notice is taken to be received at 9.00 am on the next Business Day.
- 29.3 Assignment and Subcontracting
- (a) To the extent permitted by Law, RCT may assign, novate or otherwise deal with the Contract without your consent. You agree to provide all assistance reasonably required by RCT to give effect to the assignment or novation, including the execution of documents.
- (b) RCT may subcontract any or all obligations under this Contract to another person. If RCT does so, it will remain responsible and liable to you for the proper performance of the Contract.
- 29.4 Severability
- In the event that any provision of this Contract is declared invalid or unenforceable by any court or body of competent jurisdiction or under any Law, regulation or order that may be applied to the Contract as well as for any other reason, such provision shall be void and unenforceable only in this respect and the validity and enforceability of any other provision of this Contract shall not be affected.
- 29.5 Amendments
- RCT may amend, vary or modify these Standard Terms at any time. Any variation will take effect from the date on which RCT gives notice of the variation to you.
- 29.6 Entire Agreement
- This Contract constitutes the entire agreement and understanding of the Parties, and supersedes all prior negotiations, understandings and representations, whether written or oral, of the Parties with respect to the subject matter of this Contract.
- 29.7 Waiver
- The waiver by a Party at any time, for non-compliance by the other Party with a provision of this Contract, shall never be construed as a waiver by such Party of any subsequent execution of that provision or a waiver by such Party of the execution of any other provision of the Contract.
- 29.8 Further Assurances
- Each Party must do all things, and must ensure that its officers, employees or representatives do all things reasonably required of it or them by notice from another Party effectively to carry out and give full effect to this Contract and the rights and obligations of the Parties.
- 29.9 Counterparts
- This Contract may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.
- 29.10 Force Majeure
- (a) A Party is not liable for failure to perform the Contract during the time and to the extent that such performance is prevented, wholly or substantially, by Force Majeure.
- (b) Either Party may terminate the Contract by giving a written notice to the other Party if a Force Majeure event continues for more than 60 days. The Party that experiences

the Force Majeure is not liable to the other Party as a result of a Force Majeure event or the termination of the Contract under this clause 29.10(b).

- (c) Upon termination of the Contract under clause 29.10(b), you must immediately pay for any Goods and/or Services that RCT has supplied to you (including any Goods which RCT has manufactured or produced for you pursuant to the Contract) prior to the date of termination.

#### 29.11 Set off

If RCT owes any amounts to you under this Contract, RCT has the right to set off those amounts against any of your outstanding invoices.

#### 29.12 Special Conditions

The Special Conditions form part of this Contract.

### 30 DEFINITIONS

“Accessions”, “Proceeds”, “Register”, “Registration”, “Security Agreement”, “Security Interest” and “Verification Statement” have the meanings given by the PPSA.

“Affiliate” means, with respect to a Party:

- a company which controls directly or indirectly the Party;
- a company which is controlled directly or indirectly by such Party,

where ‘control’ means ownership of more than fifty per cent of the issued voting share capital of the relevant company.

“Anti-Corruption Laws” means any anti-corruption Laws including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act (FCPA) as amended from time to time.

“Automation Software” means any of the following proprietary software offered by RCT:

- Automation Controller Core™;
- G-Dash™;
- Guard Viewer™;
- Select™;
- Control™;
- AutoNav™;
- AutoLoad™; and
- Any other software offered by RCT from time to time.

“Background IP” means any Intellectual Property of a Party (or licensed to the Party by a third party) which the Party makes available, contributes, brings to or uses in connection with this Contract.

“Business Day” means a day which is not a Saturday, Sunday or a public holiday in the Jurisdiction where the act or obligation under the Contract is to be performed.

“Claim” means any claim against a Party including, without limitation, debt, cause of action, notice, demand, action, proceeding, litigation, investigation, judgment, loss, damage, cost, expense or liability of whatever nature however arising and whether present or future, fixed or unascertained, actual or contingent, and arising from Law, equity, statute or otherwise.

“Confidential Information” means RCT’s (or RCT’s Affiliate) technical or commercial information of a confidential nature or which was designated as confidential, including but not limited to policies, productions, procedures, methods, formulations, facilities, products, plans, business transactions, organisations, business relationships, customer list, finances, manufacturing process, business plans, suppliers, research and development, sales information, marketing research and strategies, which may be disclosed, provided or otherwise made available by RCT to you, whether this information has been disclosed before or

during the execution of the Contract. However, Confidentiality Information does not apply to any information that:

- is available in the public domain;
- has been obtained from a third party provided the third party is not in breach of its confidentiality towards RCT;
- the Laws require you to disclose.

“Consequential Loss” means any one or more of the following: loss of revenue; loss of profits; loss of opportunity to make profits; loss of business; loss of business opportunity; loss of use or amenity, or loss of anticipated savings; special, exemplary or punitive damages; and any loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to the liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into this agreement, including any of the preceding types of loss arising from an interruption to a business or activity.

“Delivery Address” means RCT’s premises or another place of delivery as agreed by RCT.

“Delivery Date” means the date of delivery of the Goods (or completion of the Services), as agreed or specified by RCT.

“Developed IP” means all Intellectual Property or Intellectual Property Rights (present or future) that RCT (and/or RCT’s Affiliate) developed, created, discovered or coming into existence as a result of, for the purpose of or in connection with RCT’s supply of the Goods or this Contract.

“Dispute” means a dispute or difference arising out of the Contract.

“Force Majeure” means any event or circumstance beyond the reasonable control of a Party including but not limited to acts of God, wars, riots, strikes, lock-outs, embargos, trade disputes, labour disturbances, breakdown of plant or machinery, accidents, storm, fire, floods, difficulties in obtaining materials, unavailability of communications network or infrastructure from third party network providers, transport or labour or any other circumstances affecting the supply of the Goods.

“GDPR” means the European Union’s General Data Protection Regulations enacted on or around 25 May 2018, as updated or amended from time to time.

“Goods” mean the goods and/or Services to be supplied pursuant to the Contract.

“Governing Law” means:

- if the RCT Entity is Remote Control Technologies Pty Ltd, then the governing law is the law of Western Australia;
- if the RCT Entity is RCT Global, Inc, then then the governing law is the law of Utah, USA;
- if the RCT Entity is RCT Technologies Inc., then the governing law is the law of Ontario, Canada;
- if the RCT Entity is RCT Global SPA, then the governing law is the law of Western Australia. If the Laws or the courts in the Jurisdiction do not give effect to the aforementioned governing law, the Parties agree that the Governing Law will be Chilean laws;
- if the RCT Entity is Limited Liability Company RCT, then the governing law is the law of Western Australia. If the Laws or the courts in the Jurisdiction do not give effect to the aforementioned governing law, the Parties agree that the Governing Law will be Russian laws.

“Indirect Loss” means any or all of the following:

- Loss of profit;
- Loss of revenue;
- Loss of use;
- Loss of use of plant or equipment;
- Loss of production; or
- Loss of opportunity.

“Insolvency Event” means any of the following events:

- voluntary administration;
- any winding up or dissolution proceedings;
- failure to pay debts when they fall due; or
- receivership.

“Intellectual Property” means any subject matter, whether tangible or intangible, that attracts, or is susceptible to protection by, Intellectual Property Rights.

“Intellectual Property Rights” means all copyright and analogous rights, all rights in relation to patents, inventions, registered and unregistered trademarks, registered designs, source code, Confidential Information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

“Jurisdiction” means:

- if the RCT Entity is Remote Control Technologies Pty Ltd, then the jurisdiction is Western Australia;
- if the RCT Entity is RCT Global, Inc, then the jurisdiction is Utah, USA;
- if the RCT Entity is RCT Technologies Inc., then the jurisdiction is Ontario, Canada;
- if the RCT Entity is RCT Global SPA, then the jurisdiction is Chile;
- if the RCT Entity is Limited Liability Company RCT, then the jurisdiction is Moscow, Russia.

“Law” means any laws of the Jurisdiction or laws of another jurisdiction that are applicable to a Party. Laws include:

- legislation including regulations, by-laws, orders, awards and proclamations with which a Party is legally required to comply;
- common law, code or equity (if applicable); and
- requirements, policies, guidelines, consents, certificates, licences, permits and approvals from an authority (including conditions in respect of those consents, certificates, licences, permits and approvals) with which a Party is legally required to comply.

“Personnel” means a Party’s employees, contractors or agents.

“PPSA” means:

- Where the supply of the Goods is to a place within Australia, PPSA means the Personal Property Security Act 2009 (Commonwealth of Australia) (as amended from time to time);
- Where the supply of the Goods is to a place within Ontario, PPSA means the Personal Property Security Act 1990 (Ontario) (as amended from time to time);
- Where the supply of the Goods is to a place in a Province or Territory of Canada other than Ontario, PPSA refers to the analogous personal property security law of the relevant Province or Territory.

“Price” means the prices of the Goods and/or fees for the Services.

“RCT” or “RCT Entity” means any of the following entities as indicated on the Purchase Order:

- Remote Control Technologies Pty Ltd**, a corporation registered in Australia (bearing an Australia Company Number: 009 343 195), having its registered office at Unit 3, 511 Abernethy Road, Kewdale, Western Australia 6155, Australia;
- RCT Global, Inc**, a corporation registered in the State of Utah, USA, having its principal place of business at Suites 1 & 2, 7174 South 400 West, Midvale, Utah 84047, USA;
- RCT Technologies Inc.**, a corporation registered in the Province of British Columbia, Canada (Incorporation Number: BC1092695) having its principal place of

business at 3307 Hwy 144 Chelmsford, Sudbury, Ontario P0M 1L0, Canada.

- (d) **RCT Global SPA**, Tax Identification Number 76.981.677-1, having its principal place of business at Reyes Lavalle 3170, office 28, Las Condes, Santiago, Chile;
- (e) **Limited Liability Company RCT** (OGRN 1197746334829), registered in accordance with the legislation of the Russian Federation.

**"RCT's Authorised Representative"** means a director, secretary, officer, chief executive officer or chief financial officer of RCT.

**"Services"** means the services that RCT will supply to you as indicated in the Contract.

**"Site"** means the site or place where the Goods will be put into operation or where the Services are to be carried out.

**"Special Conditions"** means any special conditions that RCT specifies in the Contract.

**"Standard Terms"** means RCT's general terms and conditions of sale in this document.

**"Technical Materials"** include models, software (including source code and object code versions), information, design concepts, designs, audio, video, drawings (including "as built" drawings), programmes, schedules, manuals, operating instructions, diagrams, charts, specifications, records, concepts, plans, formulae, designs (including structural, mechanical, electrical and instrumentation designs) in any medium, methods and processes, including all copies of and extracts from them and data stored by any means.

**"Total Monies Owning"** means the total monies that you owe to RCT, including any unpaid invoices and RCT's current invoice for the Contract.

**"VAT"** means any value-added tax, goods and services tax, sales and use tax consumption tax, or similar tax imposed by legislation.

### 31 INTERPRETATION

In this Contract, unless the context indicates a contrary intention:

- (a) Headings are for convenience only and do not affect the interpretation of this Contract;
- (b) An obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) A reference to "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) A reference to a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (e) A reference to a document (including this Contract) is to that document as varied, novated, ratified or replaced from time to time;
- (f) A reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) A word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) A reference to a Party, clause, schedule, exhibit, attachment or annexure is a reference to a Party, clause, schedule, exhibit, attachment or annexure to or of this Contract, and a reference to this Contract includes all schedules, exhibits, attachments and annexures to it;
- (i) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (j) "includes" in any form is not a word of limitation;
- (k) The currency for the purposes of this Contract is the currency specified in the Purchase Order, unless RCT states otherwise.

Signed on behalf of the Applicant

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**Full Name of Authorised Representative**

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**Position**

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**Signature**

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**Date**