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## CONDITIONS OF SALE AND/OR REPAIR

### 1. In these conditions of sale and/or repair:

- (a) "The Seller" means Remote Control Technologies Pty Ltd, ABN 19 009 343 195 of Unit 3 511 Abernethy Road, Kewdale, Western Australia, 6105 and its controlled entities;
- (b) "The Purchaser" means the person, persons or any other legal entity to whom an invoice is addressed for the supply of goods and or services.
- (c) "the goods" means the goods described on the order or invoice;
- (d) "the date of this Agreement" means the date appearing on the invoice for the sale or repair of goods;
- (e) "person" includes and individual and a corporation.

### 2. This Agreement shall apply to:

- (a) contracts for the sale of goods; and/or
  - (b) contracts for the repair of goods in which case the expression "the Seller" means Remote Control Technologies Pty Ltd, ABN 19 009 343 195 of Unit 3, 511 Abernethy Road Kewdale, Western Australia, 6105 and its controlled entities, as the repairer of the goods and "the Purchaser" means the person or persons requiring the goods to be repaired.
3. Any term or condition of this Agreement or part thereof which is illegal or rendered void by the provisions of any statute shall be invalid and void to the extent that it is prohibited or rendered void and shall be severable from and shall not affect the enforceability of the remaining terms and conditions or parts of this Agreement.
4. (a) The Purchaser shall take delivery of the goods immediately upon notification from the Seller that the goods are ready for delivery.
- (b) If the Purchaser fails to take delivery in accordance with this condition the Purchaser shall pay to the Seller all storage and handling costs arising from the delay.

- (c) The Seller shall be under no liability whatsoever to the Purchaser for loss, injury or damage of any kind including negligence whatsoever arising out of delay in or failure to make delivery of the goods or any part thereof including consequential loss of any kind whether the same be due to any act, omission, negligence or willful default of the Seller or its servants or agents to any other cause whatsoever.
  - (d) If the Seller is prevented (directly or indirectly) from making delivery of the goods or any part thereof by reason of any cause outside its control or by reason of strike, lock-out, trade dispute, fire or breakdown the Seller shall be under no liability whatsoever to the Purchaser and shall be entitled at its option either to cancel this Agreement or to extend the time of its performance.
  - (e) Unless otherwise stated in writing the Seller shall be entitled to make delivery by installments and to determine the route and manner of delivery of the goods and shall for the purpose of any Statue relating to the sale or repair of goods be deemed to have the Purchaser's authority to make such contract with any carrier as the Seller may deem reasonable.
  - (f) Delivery of the goods by the Seller to any carrier or bailee whether named by the Purchaser or not for the purpose of transmission to the Purchaser shall be deemed to be delivery of the goods to the Purchaser and the cost of freight to the Purchaser or his agent shall be the responsibility of the Purchaser whom the Seller can forthwith debit for such cost.
  - (g) The Purchaser shall be deemed to have accepted the goods at the time of delivery of the goods to the Purchaser.
5. (a) The Purchaser shall pay to the Seller the price of the goods or for the repair of the goods within thirty (30) days of the date of the invoice. The price shall be paid without discount and shall include any taxes applicable. The Purchaser shall not be entitled to withhold payment or make any deduction from the price in respect of any alleged set-off, counterclaim or dispute.
- (b) The price of the sale or repair of the goods shall include charges, taxes and packing costs but shall not include:
- (i) any increase in the cost to the Seller arising from delivery of the goods to a place at a time or in a manner other than specified on the front page of this Agreement resulting from any request made by the Purchaser or any other reason whatsoever beyond the control of the Seller.
- (c) If the Purchaser fails to pay the price and other amounts as unforesaid the Seller shall be entitled (without prejudice to any other right hereunder):
- (i) to give the Purchaser written notice that the Seller intends to retake possession of the goods and to resell the goods. If the Purchaser fails within seven (7) days of the date of any such notice to pay the purchase price or repair costs (and interest thereon) the Seller shall be entitled to retake possession of the goods (and for that purpose the Purchaser irrevocably licenses and authorises the Seller to enter upon any premises where the goods may be situated and the Purchaser hereby indemnifies the Seller against any action, claim or demand arising out of any act lawfully done by the Seller in the exercise of the Seller's powers hereunder) and to sell or resell the goods in reduction of any claim which the Seller has against the Purchaser.

- (ii) If the Seller retakes possession of the goods the Purchaser shall be liable to pay to the Seller an amount equal to 15% of the sale price of the goods for accepting the goods back into stock and such amount shall be recoverable from the Purchaser as liquidated damages.
- 6. (a) In the case of a sale by the Seller the property in the goods shall remain with the Seller until the Purchaser has paid the purchase price in full as well as any other payments due to the Seller hereunder notwithstanding the delivery of the goods or any part thereof to the Purchaser or to a carrier or other bailee for transmission to the Purchaser and in the case of a repair by the Seller the Seller shall be entitled to claim a lien on the goods until payment in full is effected by the Purchaser.
  - (b) The goods are at the Purchaser's risk on and from the date of delivery, notwithstanding that the property in the goods has not passed to the Purchaser.
- 7. The Seller shall be under no obligation whatsoever (including in tort) for any defect or failure of or unsuitability for any purpose of the goods or of the repairs or any part thereof whether the same be due to any act, omission, negligence or willful default of the Seller or its servants or agents or to faulty design, workmanship or materials or to any other cause whatsoever.
- 8. Liability of the Seller for breach of a condition or warranty compulsorily implied into this Agreement by the Trade Practices Act 1974 (as amended) shall be limited to the extent permitted by that Act and the Seller shall have no obligation beyond the obligations imposed by that Act.
- 9. The Purchaser acknowledges that the Seller may not be the manufacturer of the goods.
- 10. The Seller shall be discharged from all liability including in respect of loss, damage, faulty goods or workmanship or short supply unless notice thereof has been given to the Seller by the Purchaser within seven (7) days of the date of delivery of the goods.
- 11. Where this Agreement concerns the sale of parts the Purchaser may within twenty eight (28) days following delivery at its own cost return such goods to the Seller provided that Seller consents in writing to such return (and the Seller shall have no obligation to give such consent) and in such event an amount equal to 10% of the invoice amount shall be payable by the Purchaser to the Seller.
- 12. Where this Agreement relates to the repair of goods the Seller warrants that that part of the goods repaired will thereafter, subject to being properly maintained and used by the Purchaser, reasonably perform and operate for a minimum period of ninety (90) days from the date of delivery, after which time, any failure to perform or operate shall not be the subject of any claim against the Seller. The Seller shall have no obligation hereunder unless and until all amounts owing by the Purchaser to the Seller have been paid in full. Individual product warranty will apply to some goods.
- 13. The Seller shall not be liable for any damage to any machinery, chattels or plant in or on which the goods are installed.
- 14. Any liability is limited to the repair or replacement of the goods or service supplied. All liability is limited to the extent of the Seller's insurance cover.

## 15. EXPORT CONDITIONS OF PAYMENT

The following conditions apply to the payment of goods for export and such conditions are in addition to the Conditions of Sale and/or Repair of Remote Control Technologies Pty Ltd.

- (a) Ownership of goods does not pass to the Purchaser until payment in full is received.
- (b) It is the obligation of the Purchaser to insure goods on dispatch from our warehouse.
- (c) Payment is to be in **Australian Dollars** unless otherwise advised.
- (d) Payment Schedule:

### Supply Only

- (i) Full payment of invoice amount paid via a Bank transfer to the Seller before dispatch of goods.

### Supply and Installation Projects

- (i) 80% of full invoice amount paid via a Bank transfer to the Seller before dispatch of goods;
- (ii) balance of all amounts outstanding on successful commissioning of the goods by the Seller.