



Product Liability

Product development

1. RCT products and information brochures change from time to time in response to product development and customer demand, to ensure products are up to the highest and most recent standards and technological developments. Please ensure that a product ordered from RCT is the current version of that particular product prior to placing an order, by contacting RCT.

Own inquiries

2. You agree, represent, warrant and undertake to RCT that prior to ordering the product supplied by RCT pursuant to this agreement, you obtained all relevant information relating to the product ordered; ensured that information was current; assessed that product, and ensured it is fit for the purpose for which it is intended to be used.
3. RCT does not warranty or represent that the product supplied pursuant to this agreement is or will be fit for the purpose for which it is intended to be used, unless:
 - (a) prior to ordering the product you notified RCT in writing of the product's intended application;
 - (b) you supplied RCT with all relevant information; and
 - (c) RCT informed you in writing that the product ordered is fit for that purpose.

Limitation of RCT liability

4. Subject to the following clause, RCT is not liable for any loss or damage you suffer or liability you incur arising out of the use of any RCT product.
5. RCT's liability is limited to:
 - (a) repair of a defective product; or
 - (b) if a product supplied by RCT cannot be repaired, RCT will replace a defective product with the same product.



RCT not liable for the failure of others

6. RCT will attempt to ensure you receive satellite, GPS, internet, and/or other related services if required, however these services are not controlled by RCT.
7. RCT is not liable for any loss, damage or liability associated with the loss, interruption or lack of satellite, GPS, internet, and/or other related services.

Liability to others

8. You indemnify and hold RCT harmless for any loss, damage or liability incurred by you or any person to whom you supply the product supplied pursuant to this agreement.

Force Majeure

9. RCT is not liable for any loss, damage or liability associated with:
 - (a) the acts of Government;
 - (b) atmospheric and heliospheric events;
 - (c) military actions, including war and terrorism;
 - (d) floods, storms, earthquakes or other natural occurrences; or,
 - (e) events beyond RCT's control.