

RCT'S STANDARD WARRANTY FOR GOODS AND SERVICES



The following standard warranty terms and conditions apply to RCT's supply of goods and services to the Customer (unless RCT states otherwise):

1.1 Warranties

Subject to clauses 1.3 and 1.6, RCT gives the following warranties:

- (a) the goods supplied will be of acceptable quality (**Goods Warranty**);
- (b) the services rendered will not be defective (**Services Warranty**); and
- (c) any goods or part of the goods that are repaired by RCT will be of acceptable quality (**Repair Warranty**).

1.2 Warranty Period

The warranty periods for the warranties in clause 1.1 are as follow:

- (a) Goods Warranty - 12 months from the date of delivery or the date of commissioning of the goods (if applicable), whichever is later;
- (b) Services Warranty - 3 months from the date of completion of the services as indicated on RCT's invoice;
- (c) Repair Warranty - 3 months from the date of delivery or date of the customer's acceptance of the repaired goods.

1.3 Warranty Exclusions

The warranties in clause 1.1 do not apply in the following situations:

- (a) Defects or damage which may be caused or partly caused by (whether by the Customer or by any other person):
 - (i) accident, misuse or abuse;
 - (ii) normal wear and tear;
 - (iii) adverse external conditions such as power surges and dips, thunderstorms, fire, floods, acts of God, vermin or insect infestation;
 - (iv) exposure to excessive heat, cold, moisture or dampness or subject to conditions that are not recommended by RCT or the goods manual;
 - (v) exposure to abnormally corrosive conditions;
 - (vi) modification, alteration or interference with the goods without RCT's approval;
 - (vii) failure to properly maintain the goods;
 - (viii) incorrect voltage or non-authorized electrical connections;
 - (ix) use of the goods for other applications or purposes not made known to RCT before RCT delivered the goods;
 - (x) repairs, servicing, modification or other works carried out on the goods by a third party without RCT's approval;
 - (xi) use of parts or components for the goods which are not approved by RCT;
 - (xii) incorrect use of the goods or failure to follow RCT's (or the original manufacturer if relevant) operating guidelines, instructions or manual; or
 - (xiii) continued use of the goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user.
- (b) The Customer has not fully paid for the goods and/or services.

1.4 Notification of a Breach of Warranty

(a) If the goods or services do not comply with the warranties given in clause 1.1, the Customer must within a reasonable time after the alleged breach of warranty notify RCT in writing of the nature of the defect or damage. Any goods returned must be accompanied by the original tax invoice and the Customer must send the goods by pre-paid freight.

(b) RCT and the Customer will confer to determine the cause of the alleged defect or fault in the goods or services.

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

- (i) if the breach relates to goods:
 - A. the replacement of the goods or the supply of equivalent goods;
 - B. the repair of such goods;
 - C. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - D. the payment of the cost of having the goods repaired.
- (ii) if the breach relates to services:
 - A. the supplying of the services again; or
 - B. the payment of the cost of having the services supplied again.

(d) If the alleged defect or fault is not under RCT's warranty, the Customer will be liable for RCT's reasonable costs and expenses (if any) if RCT has attended to the Customer on site and has incurred costs (for example, travel, accommodation, freight). Any repairs or services that RCT performs to rectify the fault will be charged at RCT's current rates.

1.5 Non Transferability

The warranties in clause 1.1 are not transferable and are for the benefit of the Customer only.

1.6 Third Party Goods

The warranties in clause 1.1 do not apply to third party goods that RCT resells to customers. 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.

Last updated: 2 July 2015

Website: www.rct-global.com

Remote Control Technologies Pty Ltd. HQ: Unit 1-5/511 Abernethy Rd, Kewdale WA 6105 Australia

P +61 (0) 8 9353 6577 F +61 (0) 8 9353 6578 ABN 19 009 343 195

AUSTRALIA | AFRICA | NORTH AMERICA | RUSSIA/CIS

www.rct.net.au

