



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 ("You"):

1 WARRANTIES

Subject to paragraphs 3, 4 and 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**").

2 WARRANTY PERIOD

2.1 The warranty periods for the warranties in paragraph 1 are as follow:

a) Goods Warranty

- (i) All goods except those goods described in paragraph 2.1(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.

2.2 For the purposes of paragraph 2.1(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.

3 WARRANTY EXCLUSIONS

The warranties in paragraph 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.

4 NOTIFICATION OF AN ALLEGED BREACH OF WARRANTY

- 4.1 If you have grounds to believe the goods or services supplied do not comply with the warranties given in paragraph 1 and the goods or services fall within the warranty periods in paragraph 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.
- 4.2 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's branch.
- 4.3 Upon RCT's receipt of the goods, RCT will determine whether a defect exists and the cause(s) of the defect.

5 REMEDIES

- 5.1 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.

5.2 RCT will pay for the cost of freight (excluding import duties and custom duties unless RCT directs you not to return the defective goods to RCT) of the repaired or replacement goods under warranty to you.

6 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.

7 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 this document.

8 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 paragraph 1.

9 RCT ENTITIES

This standard warranty document applies to all goods and services supplied by any RCT entity or branch including:

- a) **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;
- b) **RCT Global, Inc**, a corporation registered in the State of Utah, USA, having its principal place of business at Suite 4, 7174 South 400 West, Midvale, Utah 84047, USA;
- c) **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.

10 NON TRANSFERABILITY

The warranties in paragraph 1 are not transferable and are for your sole benefit only.

11 THIRD PARTY GOODS

The warranties in paragraph 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.