

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 in connection to the Purchase Order.

1 QUOTATION

- 1.1 If RCT provides a written formal quotation (**Quote**) to you, RCT is making an offer to supply the Goods and/or Services (**Offer**) to you.
- 1.2 RCT may in writing vary any terms in the Quote at any time before you accept the Offer or issue a purchase order (**Purchase Order**) to us.

2 CONTRACT

- 2.1 By issuing RCT with a Purchase Order or by indicating (in writing) your acceptance of the Quote, you have entered into a binding contract with RCT under the Standard Terms.
- 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 The Contract comprises the following:
 - (a) Standard Terms;
 - (b) Quote; and
 - (c) Purchase Order.
- 2.5 In the event of any inconsistency between the documents in clause 2.4, the following is the order of precedence:
 - (a) Standard Terms;
 - (b) Quote; and
 - (c) Purchase Order.
- 2.6 Each Contract is a separate contract for the supply of the Goods under the particular Purchase Order or Quote.
- 2.7 Any of your 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 proposed 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 EXW (as per Incoterms 2020) and does not include:
 - (a) GST, HST, PST, VAT, sales tax or any other similar tax;
 - (b) any taxes other than stated in clause 3.2(a);
 - (c) duties;
 - (d) insurance; and
 - (e) delivery charges.
- 3.3 To the extent permitted by Law, you agree to pay RCT for any bank charges or credit card fees that RCT incurs as a result of the method of payment (e.g. payment by credit card) that you elect.
- 3.4 If RCT is required to pay any tax on the supply of the Goods and/or Services to a tax authority in any Jurisdiction, the Price will be increased by an amount equal to such tax.
- 3.5 The Price is based on RCT's understanding of your requirements at the time of the Contract. The Price may be increased at RCT's discretion in any of the following situations:
 - (a) you vary or change your requirements, instructions or specifications;
 - (b) RCT varies the Goods and/or Services due to clause 3.5(a);
 - (c) the Goods and/or Services could not be integrated or installed with your intended goods, equipment or machine (as applicable) due to a cause attributable to you, your goods, equipment or machine.
- 3.6 If RCT's Personnel are unable to carry out the Services at your Site (or any place that you nominated) in accordance with the planned schedule for any reason that is not attributable to RCT, RCT will charge for the delays based on its current labour rates. These events may include (without limitation)

delays in accessing your Site or your equipment, transportation, unavailability of your machine/equipment, network issues, site procedures, prolonged site inductions, site closures, adverse weather conditions, or unsafe site conditions. RCT will charge you for the additional hours its Personnel took to complete the Services (including any down-time incurred by our Personnel).

- 3.7 If your goods, equipment or machine are not in a working order or condition that is suitable for RCT's installation or integration of the Goods, RCT will notify you and provide a quote for the additional work required to repair, recondition or upgrade your goods, equipment or machine.
- 3.8 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 If you require build to order / machine specific works (**BTO Works**), the following payment terms apply:
 - (a) an upfront payment of 50% of the Price is required within 10 days from RCT's acceptance of the Purchase Order. RCT is under no obligation to commence any work or Services before the upfront payment is received.
 - (b) The final payment is as follows:
 - (i) Goods only – the balance 50% of the Price is required to be paid before the Goods will be made available for delivery; and
 - (ii) If the BTO Works involves RCT's supply of associated Services – 30% of the Price is required to be paid before the Goods will be made available for delivery; and the balance 20% of the Price will be invoiced after the Services have been completed, payable within 30 days from the date of RCT's invoice. If RCT performs any Services to your machines or equipment (for example, we carried out installation of our Good on your particular machine or equipment), RCT may elect to issue progressive invoices after the Services for each machine have been completed.
- 4.2 If you are based in any country other than Australia, USA, Canda and Chile, the following payment terms apply:
 - (a) Goods only: Full payment is required before the Goods will be made available for delivery.
 - (b) Software: Full payment is required before the software service will be supplied.
 - (c) Bench repairs: Full payment is required before the repaired Goods will be made available for delivery.
 - (d) All other sales (e.g. supply of goods with associated Services, Services only (servicing and maintenance, personnel training etc)):
 - (i) 80% of the Price is required to be paid before the Goods will be made available for delivery or commencement of any Services.
 - (ii) The final payment of 20% of the Price (or the Price if the sale relates to Services only) will be invoiced after the completion of the Services, payable within 30 days from the date of RCT's invoice. If RCT performs any Services to your machines or equipment (for example, we carried out installation of our good on your particular machine or equipment), RCT may elect to issue progressive invoices after the Services for each machine have been completed.
- 4.3 If you are based in Australia, USA, Canada and Chile, the following payment terms apply:
 - (a) Goods only: RCT will issue an invoice(s) for the Price of the Goods, at the time of despatch of the Goods, payable within 30 days from the date of the invoice.
 - (b) Software: Payable within 30 days from the date of the invoice.
 - (c) Bench repairs: RCT will issue an invoice at the time of despatch of the repaired Goods, payable within 30 days from the date of the invoice.
 - (d) All other sales (e.g. supply of the Goods with associated Services, Services only (servicing and maintenance, personnel training etc)):
 - (i) Goods: RCT will issue an invoice(s) for the Price of the Goods, at or around the delivery of the Goods, payable within 30 days from the date of the invoice.
 - (ii) Services: RCT will invoice for the Services after the Goods have been installed and commissioned, payable within 30 days from the date of the invoice. If RCT performs any Services to your machines or equipment (for example, we carried out installation of our good on your particular machine or equipment), RCT may elect to issue progressive invoices after the Services for each machine have been completed.

- 4.4 The above payment terms in clauses 4.1, 4.2 and 4.3 are subject to the credit limit granted to you by RCT (**Credit Facility**). In the event when the Total Monies Owed to RCT exceed the credit limit, you must pay RCT such that monies owing are below the credit limit. RCT may suspend delivery of the Goods and/or performance of the work or Services for the period that you exceed the credit limit. RCT may at its sole discretion vary your credit limit at any time.
- 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 daily 11.00am (Australian Eastern Standard Time) cash rate quoted by the Reserve Bank of Australia plus 2%, compounded monthly, 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. You agree to indemnify and keep indemnified RCT against any costs incurred by RCT in connection with your default in payment, including but not limited to legal costs on a full indemnity basis.
- 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:
- you experience an Insolvency Event; or
 - an Insolvency Event affecting you is, in RCT's sole opinion, reasonably expected to occur; or
 - RCT in its sole opinion, considers that you are not able to pay the Total Monies Owed 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, withholding (except to the extent required by Law) 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 where RCT does not have an establishment.
- 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 of any damage, defect or non-compliance of the Goods with the Contract. If you fail to notify RCT within the specified time, you are deemed to have accepted the Goods.
- 5.8 After RCT's completion of the Services, you will be deemed to have accepted the Services in the following situations:
- if you or your Personnel sign or indicate on RCT's acceptance form or completion checklist that the Services were satisfactorily performed or completed; or
 - if (a) is not applicable, you did not provide any written notice to RCT within 24 hours from RCT's completion of the Services that you reject the Services.
- 5.9 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.
- 5.10 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 Owed 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 endeavours 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:
- any event or circumstance beyond RCT's reasonable control (epidemics, pandemics, public health and safety emergency, government directives, border closures, travel restrictions are deemed to be factors beyond RCT's reasonable control); or
 - 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:
- confirm with you whether the Proposed Variation is feasible and the effect of the Proposed Variation on the Delivery Date and the Price; or
 - 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:
- to pay RCT's invoices in accordance with clause 4 and to pay the Total Monies Owed to RCT;
 - to provide RCT with necessary instructions to enable RCT to perform this Contract in a timely manner;
 - to do what is reasonably required by RCT to enable RCT to perform its obligations under the Contract (including but not limited to facilitating access to the Site and to your goods, equipment or machine, providing reasonable assistance, ensuring your goods, equipment or machine are upgraded or updated as required by RCT to ensure compatibility or interoperability with the Goods, ensuring you comply with any RCT's technical or operational recommendations or specifications);
 - if required, you will provide the following:
 - a suitable tradesperson to make brackets or modifications to your equipment to enable the Goods to be fitted;
 - remote activation fire suppression valve or device fitted by a qualified technician;
 - a suitable workshop and a machine test area at the site.
 - if required, you will provide suitable accommodation and meals to RCT's mobilised Personnel.
 - 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:
- ensure the Goods comply with the Contract; and
 - complete the Services with due care and skill, in a proper and workmanlike manner.

10 WARRANTY

- 10.1 RCT's Standard Warranty for Goods and Services (available on <https://rct-global.com/company/legal/>) is incorporated into the Standard Terms. If you wish to have the benefit of a longer warranty period for the Goods and/or Services, you may request RCT to offer an extended warranty. RCT will provide a quotation to you for the extended warranty.
- 10.2 To the extent permitted by Law, RCT excludes all other conditions or warranties (including any implied warranties).

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 and full payment of the Price, 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 reverse engineer, de-compile, modify, reproduce or 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 license to RCT or any materials 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, neither Party shall at any time use, copy, reproduce, distribute or disclose to any third party any Confidential Information unless the other Party (or in the case of 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 a Party's breach of confidentiality);
 - (b) if required by Law to make the disclosure;
 - (c) the disclosure is to a Party's employees, Affiliates, or contractors as is reasonably necessary in connection with this Contract; or
 - (d) the disclosure is made to a Party's professional advisors.
- 15.3 If clause 15.2(c) and/or clause 15.2(d) apply, that Party must ensure that it enters into an appropriate confidentiality deed with the recipient (as for disclosures to Affiliates, there must be sufficient organisational safeguards in place).
- 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 Personnel 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 your nominated Delivery Address and you fail to take delivery, the risk in the Goods will pass to you from the time RCT (or its agent) completed unloading the Goods.
- 16.2 Title in the Goods passes to you after RCT has received full payment (in cleared funds) for the relevant 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) not allow the Goods to become an accession to or commingled with any other goods or property;
 - (c) 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;
 - (d) hold any proceeds of sale from your sale of the unpaid Goods on trust for RCT.

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 or by Law, 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:
- (a) the price you had paid to RCT for the specific Goods and/or Services that gave rise to your loss or damage; or
 - (b) the amount of insurance proceeds from RCT's insurance policies, whichever is lower.
- 17.3 To the maximum extent permitted by the Laws, RCT will not be liable to you for any Indirect Loss, damage to property or any loss or damage howsoever arising out of, related to or in connection with the supply of the Goods and/or Services.

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 the 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 and its 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 Personnel, 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 Personnel) access to your premises (or to procure access for RCT to the Site where the Goods are located) to seize any 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) to the extent permitted by Law, 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; or
 - (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; or
 - (f) exercise any of its enforcement rights under the PPSA.
- 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 (including but not limited to costs of materials, manufacturing and engineering costs and work in progress);
 - (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) pay 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) pay all Total Monies Owed which becomes due immediately; and
 - (f) return all of RCT's Confidential Information in your possession. If any of RCT's Confidential Information 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 21.1(a), all licences granted by RCT to you will cease immediately and RCT is not required to give any written notice to you.
- 21.5 Clauses 4, 8.1(a), 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33 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 Owed (or any portion of Total Monies Owed).
- 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 Subject to RCT's compliance with applicable privacy or data protection laws, you agree that RCT may use information that you provide to RCT (including personal information of your directors, officers, employees, agents or

contractors) 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.
- 23.3 You agree that RCT may collect and store any data that is collected or generated by the Goods and RCT may use the data for its business purposes including product development and improvement, product support, technical support, data analysis, incident investigation.

24 CONSENT TO USE

- 24.1 RCT may film, record or take photos of 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 PERSONAL DATA PROTECTION 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® GLOBAL FLEET MANAGEMENT SYSTEM AND EARTHTRACK® INFORMATION SYSTEM

If you procure RCT's SmarTrack Fleet Management System or EarthTrack information System, you agree to be bound by the terms and conditions in RCT's Terms of Service (available on RCT's website at <https://rct-global.com/about/legal/>)

27 SITE-RELATED ISSUES

- 27.1 The Goods may require your network, telecommunications, infrastructure and other supporting services (Host Environment) to be of certain minimum requirements. You are responsible for ensuring that the Host Environment meets those requirements.
- 27.2 If certain aspects of the Host Environment are required to be addressed or upgraded first, RCT will work with you to determine the additional works or services required and RCT's fees. RCT will provide another quotation to you before it implements the additional works.
- 27.3 RCT does not give any warranty that the Goods will work with the Host Environment if it does not meet RCT's requirements or specifications ("Deficient Host Environment"). You agree that you are liable to pay the price of the Goods and any Services performed by RCT in the event the Goods are found to be incompatible with the Deficient Host Environment or the Goods do not perform satisfactorily due to the Deficient Host Environment.

28 INTEROPERABILITY

Given the technological nature of some of the Goods and their reliance on the Host Environment (as this term is defined in clause 27.1) which RCT have no control over, RCT does not give any warranty as to the interoperability of the Goods with the Host Environment or that the Goods and/or Services will not be subject to disruptions or failures caused by or contributed by the Host Environment.

29 PPSA

- 29.1 This clause 29 applies only if the Jurisdiction is Australia or Canada.
- 29.2 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.
- 29.3 You also grant a Security Interest in your All Present and After-Acquired Property to secure your obligation to pay the Total Monies Owed to RCT.
- 29.4 RCT may register any Security Interests granted under this Contract pursuant to the PPSA and you consent to the registration.
- 29.5 You agree that this Contract constitutes a Security Agreement for the purposes of the PPSA.
- 29.6 You agree to sign any documents and provide necessary assistance and information to RCT to enable RCT to perfect its Security Interest by registration.

- 29.7 You waive the right to receive notice of any financing statement registered by RCT.
- 29.8 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.
- 29.9 You must not dispose of the Goods to which RCT has a Security Interest other than in the ordinary course of your business.
- 29.10 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.
- 29.11 RCT may apply any amounts that you have paid under this Contract to any of your outstanding invoices in RCT's absolute discretion.
- 29.12 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.

30 ANTI-CORRUPTION

You must not directly or indirectly, make a bribe or other illegal gift or payment offer, promise or authorise a bribe or other illegal gift or payment to any public or private person or entity, in connection with this Contract. You represent and warrant that you have not taken, or permitted any of your Affiliates, agents, subcontractors, suppliers or employees to take, any action which would constitute a breach of this clause 30.

31 TRADE COMPLIANCE

- 31.1 You represent and covenant (on an on-going basis) that neither you, any of your subsidiaries, nor any of your directors or officers or directors or officers of any of your subsidiaries, is a person or entity:
- (a) that is targeted by, or is owned or controlled by a person or entity that is, targeted by any economic or financial sanctions or trade embargoes, including without limitation those of the United Nations, the European Union, any Member State of the European Union, the United Kingdom or the United States (collectively, "**Sanctions**").
- 31.2 You undertake:
- (a) to comply with all Sanctions and export controls that are applicable to you and your business;
 - (b) not to sell, resell, export, re-export, transfer, re-transfer, dispose of, disclose or otherwise deal with the Goods supplied by us, directly or indirectly, to any country, destination, company or person in violation of Sanctions or export control laws or in violation of any prohibited end-use pursuant to Sanctions or export control laws;
 - (c) not to use the Services provided by us in violation of Sanctions or export control laws or in violation of any prohibited end use pursuant to Sanctions or export control laws;
 - (d) not to do anything which would cause RCT to be in breach of Sanctions or export control laws;
 - (e) to inform RCT without delay in the event that it becomes aware of any event or matter that might result in a violation of applicable Sanctions or export controls by you or by RCT; and
 - (f) to indemnify and hold harmless RCT from and against any loss, liability, claim, proceeding, action, fine, cost and damages of whatever nature that RCT or entities under the control of Epiroc AB may incur or sustain by reason of you being in breach of the representations, covenants and undertakings given in clauses 31.1 and 31.2.
- 31.3 If RCT, in its sole discretion, determines that its continued performance of the Contract would or may result in a violation of applicable Sanctions or export control laws, or if RCT deems that you have failed to comply with this clause 31, RCT is entitled to immediately suspend and/or terminate this Contract and all Purchase Orders without any liability to you and reserves the right to refuse to enter into or to perform any Purchase Order at its sole discretion.

32 GENERAL

- 32.1 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.
- 32.2 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 32.2(c), a notice given in accordance with clause 32.2(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 fifteenth 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; or
 - (v) in the case of electronic mail (email), at the time the email was sent, provided the sender does 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.

32.3 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.

32.4 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.

32.5 Amendments

RCT may amend, vary or modify this Contract at any time. Any variation will take effect from the date on which RCT gives notice of the variation to you.

32.6 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.

32.7 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.

32.8 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.

32.9 Counterparts

This Contract may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

32.10 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 (b).
- (c) Upon termination of the Contract under clause (b), you must immediately pay for the following:
 - (i) any Goods that have been delivered to you;
 - (ii) any Goods that RCT has manufactured in connection to the Contract but yet to be delivered to you;
 - (iii) any materials or goods that RCT has procured for the purposes of the Contract; and
 - (iv) any Services or work that RCT has performed, prior to the date of termination.

32.11 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.

32.12 Special Conditions

The Special Conditions form part of this Contract.

33 DEFINITIONS

For the purposes of this Contract, the following terms in this document have the meanings below:

Accessions, All Present and After-Acquired Property, 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) a company which controls directly or indirectly the Party; and
- (b) 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.

Automation Software means any of the following RCT proprietary software currently known as:

- (a) Automation Controller Core™;
- (b) G-Dash™;
- (c) Guard Viewer™;
- (d) G-Select™;
- (e) G-Control™;
- (f) AutoNav™;
- (g) AutoNav Plus™;
- (h) AutoDump™;
- (i) Traffic Management System™;
- (j) Journey Manager™;
- (k) Path Manager™; and
- (l) 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 a Party's (or a Party's Affiliate) financial information, product information, know-how, formulae, processes (including factory testing processes), designs, sketches, photographs, plans, designs, drawings, specifications, solutions, customer lists, price lists, quotations, product research and development, product engineering, computer software, inventions or ideas, technical information, engineering information, software-related information, operational information, employee information, which may be disclosed, provided or otherwise made available by a Party to the other Party, whether this information has been disclosed before or during the execution of the Contract. However, Confidentiality Information does not apply to any information that:

- (a) is available in the public domain;
- (b) has been obtained from a third party provided the third party is not in breach of its confidentiality towards the respective Party;
- (c) the Laws requires a Party to disclose.

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, epidemic, pandemic or other public health and safety emergency (including travel restrictions and delays caused by supply chains), or any other circumstances affecting the supply of the Goods and/or Services.

Goods mean the goods (including Automation Software where applicable) and/or Services to be supplied pursuant to the Contract.

Governing Law means:

- (a) if the RCT Entity is Remote Control Technologies Pty Ltd, then the governing law is the law of Western Australia;
- (b) if the RCT Entity is RCT Global, Inc, then then the governing law is the law of Utah, U.S.A.;

- (c) if the RCT Entity is RCT Technologies Inc., then the governing law is the law of Ontario, Canada;
- (d) 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 the law of Western Australia.

GST means goods and services tax levied on the Goods and/or Services by any applicable Law.

HST refers to Canada's Harmonized Sales Tax.

Indirect Loss means any loss, damage or liability which does not directly or naturally flow from the event giving rise to the Loss, whether or not such Loss was in the contemplation of the Parties at the time of entry into the Contract. The Parties agree the following constitutes Indirect Loss:

- (a) Loss of profit;
- (b) Loss of revenue;
- (c) Loss of contracts;
- (d) Loss of use;
- (e) Loss of anticipated savings;
- (f) Loss of use of plant or equipment;
- (g) Loss of production;
- (h) Loss of opportunity;
- (i) Loss of savings;
- (j) Business interruptions;
- (k) Downtime; or
- (l) Special, exemplary or punitive damages.

Insolvency Event means any of the following events:

- (a) voluntary administration;
- (b) any winding up or dissolution proceedings;
- (c) failure to pay debts when they fall due; or
- (d) 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:

- (a) if the RCT Entity is Remote Control Technologies Pty Ltd, then the jurisdiction is Western Australia;
- (b) if the RCT Entity is RCT Global, Inc, then the jurisdiction is Utah, U.S.A.;
- (c) if the RCT Entity is RCT Technologies Inc., then the jurisdiction is Ontario, Canada;
- (d) if the RCT Entity is RCT Global SPA, then the jurisdiction is Western Australia.

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

- (a) legislation including regulations, by-laws, orders, awards and proclamations with which a Party is legally required to comply;
- (b) common law, code or equity (if applicable); and
- (c) 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:

- (a) Where the supply of the Goods is to a place within Australia, PPSA means the Personal Property Security Act 2009 (Commonwealth of Australia) and the Personal Property Securities Regulations 2010 (as amended from time to time);
- (b) 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);
- (c) 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.

PST means Canada's Provincial Sales Tax.

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

- (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 (Registration Number: 95966199-0142), USA, having its principal place of business at Suites 1 & 2, 7174 South 400 West, Midvale, Utah 84047, U.S.A.;
- (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.

RCT's Authorised Representative means a director, 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 any applicable Law.

34 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 Quote, unless RCT agrees otherwise.