

Remtron Automation Pty.Ltd - ABN 19 050 133 974
("Remtron")

Terms and Conditions of Sale ("Terms")

These Terms and Conditions, and any amendments published from time to time on Remtron's website at <http://www.remtron.com.au> ("Terms") apply whenever Remtron supplies any products ("Goods") to any person (the "Customer"), unless expressly agreed otherwise by Remtron in writing. These Terms are provided to a person upon completion of a Remtron Customer Application Form ("RCAF"). By submitting a RCAF the party warrants that they are authorized to create an account on behalf of the customer and bind the customer to these terms. By requesting, ordering, purchasing or receiving delivery of any Goods, the Customer is deemed to have accepted these Terms. The Customer also agrees that these Terms apply to the exclusion of all others.

1. General

A quotation made by Remtron shall not be construed as an offer or obligation to supply in accordance with the quotation. Remtron reserves the right to accept or reject, at its discretion, any order for Goods.

2. Conditions of Supply

2.1. Where the Customer is a Limited Company, Remtron reserves the right to request an indemnity from the Directors of that Company. Where the Customer is a Proprietary Limited Company, the Directors of that Company agree to personally guarantee any amounts payable to Remtron in accordance with clause 4 of this agreement. Additionally, the Customer agrees to pay the account in accordance with Remtron's Terms.

3. Change of Ownership

3.1. In the event the ownership or legal entity of the Customer changes, Remtron must be immediately notified in writing. Until such notification is received and acknowledged by Remtron, liability for any unpaid account will remain with the Customer as disclosed in Remtron's records.

4. Payment

4.1. Payment is to be by cash unless Remtron has granted the Customer a credit facility.
 4.2. If Goods are sold to the Customer on credit then payment of all invoiced amounts must be received on or before the expiration of 30 days from the end of the month in which the invoice/s are generated.
 4.3. The Customer hereby agrees to indemnify and/or reimburse Remtron in relation to any costs incurred by Remtron in attempting to recover amounts owed by the Customer to Remtron pursuant to these Terms.

5. Warranties

5.1. Remtron warrants that all Goods supplied by it to the Customer:
 a) are free from any encumbrance, other than any encumbrance created under these Terms; and
 b) are of merchantable quality and are fit for their intended purpose.
 5.2. If any of the Goods delivered to the Customer do not meet the standards set out in clause 5.1, the Customer must notify Remtron in writing within seven days of delivery. Remtron's responsibility for any non-compliant Goods will be determined in accordance with clause 6.1. Any claims not made within this timeframe will be invalid and Remtron will have no liability whatsoever in respect of such claims.
 5.3. Except for the warranties provided in clause 5.1 and subject to any warranties which may be provided by the manufacturer of specific Goods, to the extent permitted by law Remtron excludes all warranties of whatsoever kind or nature, either express or implied in connection with the supply of Goods by Remtron to the Customer.

6. Limitation of Liability

6.1. In respect of the express warranties in clause 5.1 and any non-excludable warranties, Remtron's liability for breach of such conditions or warranties and the Customer's sole and exclusive remedy in relation to such breaches shall be limited, at Remtron's discretion, to either:
 a) replacing the Goods;
 b) repairing the Goods; or
 c) refunding the Price paid for the relevant Goods.
 6.2. The warranties provided by Remtron and a manufacturer of Goods are void on all Goods sold where those Goods have been installed by persons other than Registered Electrical Contractors, and/or where the Goods have been installed other than in accordance with the instruction manual for the Goods.
 6.3. Notwithstanding any provision in these Terms, the Customer must not make a claim or demand against Remtron or its agents for consequential, indirect, special, incidental, exemplary or economic damage or loss (including loss of use, loss of revenue, loss of profit, business interruption, costs of procurement or substitution of goods, technology or services or loss of information) arising in connection with the supply of Goods pursuant to these Terms (including any claim in negligence, equity or otherwise).
 6.4. The Customer indemnifies Remtron from and against any damages that it or its related bodies corporate suffer, incur or are liable for as a direct or indirect result of any breach of these Terms, or any conduct which may be considered misleading or deceptive, by the Customer or its agents.
7. Risk and Title
 7.1. Risk in the Goods passes to the Customer on delivery.
 7.2. Ownership of and title to the Goods is retained by Remtron and shall not pass to the Customer until Remtron receives payment in full for the Goods.
 7.3. Until title in the Goods passes to the Customer:
 a) the Customer must: (i) hold the Goods as bailee of Remtron; and (ii) insure the Goods against all risks for their full price from the date of delivery.
 b) Remtron authorises the Customer, in the ordinary course of the Customer's business, to use the Goods or sell them for full consideration, provided that the proceeds of such sale or use (in whatever form) shall be the property of Remtron and the Customer must hold such proceeds on trust for Remtron and deal with them as Remtron directs. This authority to use and sell the Goods automatically terminates if the Customer breaches these Terms, the Customer becomes insolvent or Remtron decides, in its absolute discretion, to revoke such authority;
 c) upon termination of the authority granted under sub-clause (b) above, Remtron may take possession of any Goods for which it has not yet received payment and enter any premises where such Goods may be located;
 d) the Goods are inventory for the purposes of the PPSA; and
 e) Remtron retains a security interest in all Goods supplied by Remtron to the Customer.

8. Personal Property Securities Act 2009 ("PPSA")

8.1. The Customer acknowledges that these Terms constitute a security agreement for the purposes of the PPSA and creates a security interest in all of the Customer's present and after-acquired Goods supplied by Remtron.
 8.2. Remtron and the Customer agree that nothing in sections 130(1)(a) and 143 of the PPSA will apply to these Terms and Conditions.

8.3. The Customer waives its rights as a debtor under sections 92, 93, 94, 95, 97, 118, 121, 132, 135, 137, 140 and 142 of the PPSA.
 8.4. The Customer further agrees that where Remtron has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.
 8.5. In this clause:
 a) "security agreement" means the security agreement under the PPSA created between the Customer and Remtron; and
 b) "security interest" has the meaning given to it by the PPSA.

9. Force Majeure

9.1. Remtron shall not be liable for any delay or failure to perform its obligations pursuant to these Terms if such delay is directly or indirectly caused by any event or circumstance beyond the Remtron's reasonable control, including fire, flood, crime, war, blockade, civil commotion, strike, lockout or labour dispute, inability to procure stock or transport, or acts or omissions by regulatory authorities ("**Force Majeure Event**").
 9.2. If a delay or failure by Remtron to perform its obligations due to Force Majeure Event exceeds 60 days, either party may terminate these Terms by providing written notice to the other party.

10. Confidentiality

10.1. All intellectual property ("IP") (irrespective of being registered under copyright, patent or trademark) and software licenses relating to Goods and Services supplied (or proposed to be supplied) by Remtron, will remain the property of Remtron (and/or the Manufacturer) unless Remtron provides written agreement (signed by an authorized officer) to the customer. The Customer has no right to use IP provided by Remtron, in the course of submitting a proposal or quote, unless Remtron supplies the Goods and Services listed within that proposal/quote. Customer has no right to re-use, re-license, or re-sell IP obtained from Remtron unless such use was understood by Remtron at the time of supply.
 10.2. The Customer accepts and understands that product pricelists/pricing, product catalogues and any discounting information is Commercially Sensitive. Where the Customer receives commercially sensitive information they warrant to maintain this information on a strictly confidential basis. The customer agrees to never distribute, disseminate or circularize any commercially sensitive information.

11. Miscellaneous

11.1. Any party who submits a RCAF agrees and acknowledges that Remtron will acquire information about the customer from credit reporting agencies and trade references provided by the customer.
 11.2. The customer warrants to notify Remtron within 7 days of any changes to information contained in the RCAF. Where such notification has not occurred Remtron may deem all amounts, outstanding from the customer, to be immediately due and payable (irrespective of any payment terms agreed to outside of this clause).
 11.3. These Terms are a payment claim under the Building and Construction Industry Security of Payment Act 2002 (Vic).
 11.4. Unless specified otherwise, if GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to these Terms, the recipient must pay to the supplier an amount (GST Amount) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the consideration payable for the supply excluding GST.
 11.5. If at any time any monies payable by the Customer under these Terms are not paid on the due date, the Customer shall pay interest at the rate prescribed from time to time under the Penalty Interest Rates Act (Vic) plus 2% on any amount overdue from the due date for payment until the date payment is made.
 11.6. Remtron may transfer any right or liability under these Terms at its absolute discretion. The Customer may not transfer any right or liability under these Terms without the prior written consent of Remtron.
 11.7. These Terms are governed by and construed under the law in the State of Victoria. Any legal action in relation to these terms against any party or its property may be brought in any court of competent jurisdiction in the State of Victoria.
 11.8. Remtron may vary these Terms from time to time. Any such variation will be effective from the date specified by Remtron in any written notice provided to the Customer or published on Remtron's website. By requesting, or continuing to request, any Goods after such effective date, the Customer accepts and agrees to be bound by such variation.
 11.9. Any amendment to these Terms has no force or effect, unless effected by a document executed by Remtron.
 11.10. Any failure by any party to exercise any right under these Terms does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.
 11.11. If a party enters into these Terms as trustee of a trust, that party and its successors as trustee of the trust will be liable under these Terms in its own right and as trustee of the trust. Nothing releases the party from any liability in its own capacity.
 11.12. These terms and conditions constitute the entire agreement between Remtron and the Customer.

12. Competition and Consumer Act 2010

12.1. Where these Terms would otherwise be subject to the Competition and Consumer Act 2010 ("Act"), the Customer agrees that the Customer is acquiring the Goods for business purposes and that the Act does not apply to the supply of the Goods to the Customer.
 12.2. If the Customer is a consumer as defined in section 4B of the Act, and the Customer has not contracted out of the Act under clause 11.1 of these Terms, nothing in these Terms will limit any rights the Customer may have under this Act.

13. Privacy

13.1. Remtron will adhere to the Australian Privacy Principles as they apply to the collection of personal information and any obligations arising from the Privacy Act 1988 (Cth).

14. Severance

14.1. Should any part of these Terms be held to be void or unlawful, these Terms will be read and enforced as if the void or unlawful provisions have been deleted.

15. Execution

15.1. Where this document is being signed electronically the parties consent to the adoption of principles contained within the Electronic Transactions Act 1999.
 15.2. Where the Customer is a Limited or Proprietary Limited Company the signatory/signatories accept the Terms, in accordance with Section 127 of the Corporations Act 2001. The signing party also warrants that they are authorized, by all company directors and under the company constitution, to execute these Terms by either electronic or physical signature.
 15.3. Each person signing these Terms represents and warrants that they are duly authorized, and have legal capacity, to bind the Customer to these Terms.

Signed on behalf of the customer :

Print name : _____

Date : _____

REMTRON RETURNS AND CANCELLATION POLICY

RETURNS POLICY

Remtron accepts returns under the following conditions:

Restocking Fee

All approved returns will incur a restocking fee of 15% of the purchase price or \$75.00, whichever is greater.

Eligible Items

Returns cannot be accepted for items not locally stocked in Australia. Only items held in our Australian inventory are eligible for return.

Time Limit

Returns must be requested within 30 days of the invoice date. Returns will not be accepted after this period.

Return Material Authorisation (RMA)

All return requests must be submitted using Remtron's official RMA - Return Material Authorisation form. Returns will not be processed without an approved RMA number.

To request a return:

1. Complete the RMA form in full
2. Email the completed form to: **returns@remtron.com.au**
3. Await RMA approval before returning any goods

CANCELLATION POLICY

Order Cancellations

Goods cannot be cancelled once they have been purchased from our supplier.

Modifications and Changes

If you need to modify or change a purchase order, you must notify Remtron within 24 hours of placing the order by:

1. Phone contact
2. Written confirmation (email)

Please contact us as soon as possible to discuss any required changes to your order.

For any questions regarding this policy, please contact Remtron directly.