

## Terms and Conditions of Trade

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These terms and conditions of trade apply to sales made by **Rectifier Technologies (M) Sdn Bhd (476859-P)** of No. 5 & 7, Jalan Laman Setia 7/8, Taman Setia 81550 Gelang Patah, Johor, Malaysia (“**Rectifier Technologies**”) to the **Customer**. The Customer and the Guarantor agree to be bound by these terms for any order placed by the Customer with Rectifier Technologies for Products.

### 1. WARRANTY

- 1.1 Rectifier Technologies (M) Sdn Bhd., hereafter referred to as RTM, expressly warrants, unless otherwise stated by it in writing, to repair or replace component parts of its own manufacture which are:
- (a) shown to its satisfaction to be defective due to faulty workmanship or materials; and
  - (b) failed under normal use or service when installed and operated within the conditions specified in the relevant Product Specifications within 12 months (or such other period as may be agreed in writing) from delivery from its works.
- 1.2 Operation beyond rated capacity, improper use, improper installation or improper application of the goods or the use in or with the goods of a part not approved for such by RTM shall render this express warranty void.
- 1.3 RTM’s liability under this express warranty is specifically limited to making good any equipment or part or parts which are returned by the customer to its works within the agreed warranty period. The customer agrees to prepay transportation costs for delivery one-way to RTM for repair. The goods must be suitably prepared for return, including cleaning and removal from any peripheral cabinetry or enclosure fitted by the customer. Packaging must be suitable for transport and any transport damage will not be covered by this warranty.
- 1.4 Prior to returning goods for repair (either in or outside of the warranty period), the customer must contact RTM’s Customer Service Department and obtain a Returned Material Authorization (RMA) form and supply the relevant information required in this RMA form to obtain a RMA Reference Number authorizing the return.
- 1.5 In respect of auxiliary equipment not the manufacture of RTM, this express warranty will not apply even if such equipment has been directly or indirectly supplied by RTM. Only the original manufacturer’s warranty, if any, will be pursued by RTM on behalf of the customer.

### 2. OTHER WARRANTIES AND LIABILITIES

- 2.1 If any Act (including the Trade Practices Act) implies any conditions or warranties in the contract and the Act avoids or prohibits provisions in a contract excluding or modifying the application of these conditions or warranties, these conditions and warranties will be deemed to be included provided that the liability of RTM for breach of any of these conditions and warranties will be limited to any one or more of the following, at RTM’s election:
- (a) if the breach relates to goods:
    - (i) the replacement of the goods or supply of the equivalent goods;
    - (ii) the repair of goods; or
    - (iii) payment of the costs of replacing or repairing the goods or acquiring the equivalent goods;
  - (b) if the breach relates to services:
    - (i) the supplying of the services again; or

(ii) the payment of the costs of having the services supplied again.

2.2 Except as provided herein RTM will not be liable in any circumstances for any loss or damage (including resulting from the use of goods by any person, any economic loss or special or consequential damages) arising for any reason, including any defect or malfunction in or relating to the goods or any service provided to the customer.

### 3. CANCELLATION OF CONTRACT

3.1 The contract will not be cancelled or amended without RTM's prior consent in writing.

3.2 If the customer:

- (a) Attempts to cancel the contract without RTM's consent;
- (b) seeks to amend or cancel the contract after its acceptance by RTM;
- (c) seeks additional equipment modifications; or
- (d) seeks to revise the date of delivery or completion;

then the customer will be liable for all costs, expenses and losses whatsoever including RTM's loss of profit resulting from such a cancellation or revision.

3.3 In the event that the contract is revised the customer will be liable to pay the latest prices for the goods or services.

### 4. PASSING OF TITLE AND RISK

4.1 The whole or part of the goods supplied by RTM will be at the customer's risk immediately upon delivery to the customer or into the custody of anyone acting on the customer's behalf, whichever is the sooner. If the goods are to be delivered to the customer at RTM's premises, RTM will give notice when the goods are ready for delivery and if for any reason the customer fails to collect the goods within seven (7) days from the date of such notice, then risk in the goods shall pass immediately to the customer and RTM will arrange for storage of the goods, the cost of which and all other incidental costs shall be payable by the customer.

4.2 Notwithstanding that risk in the goods shall pass to the customer on delivery, title to the good shall remain with RTM until all money owing to RTM in relation to the goods has been paid in full and until such time the customer will hold the goods as bailee for RTM and store or otherwise identify the goods in a manner that clearly shows the ownership of RTM and if required, deliver up the goods to RTM.

### 5. ACCEPTANCE

The customer will examine the goods immediately upon the goods arrival at the place of delivery and will within fourteen (14) working days from the date of delivery give written notice to RTM of any matter or thing in which the customer believes the goods are not in accordance with the contract. If the customer fails to give such notice the customer will be deemed to have accepted the goods and RTM will not be liable for any damage to the goods including any damage which may have occurred in transit.

### 6. DELIVERY

RTM agrees to make every effort to complete the work within the time stated but, if by reason of strikes, industrial bans and/or limitations, lockouts, accident, combination of workmen, breakdowns, power blackouts or rationing, or delays in transit, Acts of God, force majeure, or any other delay in the completion of essential designs and/or drawings beyond RTM's control, or any lack of essential labour or materials, or changes in existing hours and/or days of work, or restrictions or impositions, due to or with RTM may become subject, owing to defence or other National requirements or additional work required by the customer beyond that which was tendered by RTM or to any other cause whatsoever beyond RTM's control, either in RTM's works or elsewhere, the work is delayed or suspended, RTM shall not be liable to any penalty under the Contract and any date specified for delivery shall be extended by the period of such delay or suspension.

**7. PRICE VARIATION**

All prices are in the currency indicated on the quote and are subject to variation as detailed in the quote.

**8. CONFIRMATION**

RTM reserves the right to make the quotation subject to confirmation in writing on receipt of the customer's order and final instructions.

**9. GOODS AND SERVICES TAX (GST), OTHER TAXES**

Unless otherwise stated all prices are exclusive of GST or other government taxes. This shall be to the customer's account if applicable.

**10. GOVERNMENTAL CHARGES**

Should RTM become liable for payment to any Government Authority in respect of any tax, (excluding income tax) duty or impost not in existence at the date of contract, or should RTM's liability increase under any existing tax (excluding income tax) duty or impost, such payment or increased payment, shall be to the customer's account.

**11. SEPARABILITY**

If any clause or clauses of this contract shall be finally held void and/or unlawful by any authority having proper jurisdiction, the balance of this agreement shall remain in full force and effect. In such case, the parties hereto agree to enter into negotiations for the purpose of and to try to achieve replacement of such void and/or unlawful clause or clauses by valid and lawful provisions, the economic effect of which shall come as close as legally possible to the economic effect the parties hereto wanted to achieve on contracting such void and/or unlawful clause or clauses.

**12. VALIDITY**

This offer is valid for a period of 30 days from the date of quotation unless otherwise stated.