



TERMS AND CONDITIONS OF TRADE

1. These general agreed terms apply to all transactions between us. Other documents relating to our transactions will include any specific terms and conditions.
2. You acknowledge and agree that you have read and understood, and agree to, these terms and conditions.
3. Price means our fixed and published price or the amount agreed between us or the amount established by a course of dealing between us. The price unless otherwise agreed does not include delivery costs.
4. Time is of the essence in regard to agreed time frames for payment of invoices.
5. You agree to pay us by no later than 7 days from the date of issue of a tax invoice and agree that any invoice may be issued to you electronically, including by email to the address nominated by you in this application form.
6. If you must make a payment or do any other thing on or by a day that is not a business day you must make the payment or do the thing on or by the next business day.
7. Unless otherwise agreed normally payment is a condition precedent to delivery of the goods. Where goods are delivered prior to payment, such delivery is at our sole discretion.
8. By accepting payment of any sum after its due date we do not waive our right either to require payments as they fall due or to suspend or end our arrangements.
9. You will be in default if you do not pay us when money is due for payment or fail to comply with any other obligation under our business arrangements.
10. If you are in default under our agreement we may send you a default notice. The notice will tell you what the default is and what you are required to do to correct the default. You will have 10 business days to rectify the default.
11. If you do not comply with the default notice you become immediately liable to pay us all money owing with interest on that amount from the due date until payment at the rate of 15% per annum. In these circumstances, as title to the goods do not pass to you until we have been paid, we may repossess and sell the goods and apply the proceeds of the sale towards repayment of the money owed under the agreement.
12. You also agree to pay on default all costs and expenses incurred in exercising our rights of recovery from you and the guarantor if any and indemnify us against any losses resulting from the default.
13. Title in the goods does not pass to you until we have received payment in full. You acknowledge that so long as title has not been transferred in the goods, you hold the goods as bailee and fiduciary agent for us and shall safely and securely store and keep the goods separately and in good condition, clearly showing our ownership of the goods and shall respectively record our ownership of the goods in your books.
14. To protect our security interest in the goods until payment we may choose to register the agreement between us under the Personal Properties Securities Act 2009. You agree to do all things necessary to facilitate such registration.
15. On default in payment you irrevocably permit us or any person authorised by us in writing upon reasonable notice to enter your premises or the premises where the goods are reasonably believed by us to be held on your behalf. You also agree to indemnify and hold us harmless for all reasonable costs and expenses of recovery of the goods and losses if any on their resale.
16. You agree to sign documents or do all things necessary to perfect our rights under the agreement and appoint us as your attorney to sign any document or do anything that may reasonably be required to enforce our rights on default.
17. Unless otherwise agreed risk passes to you at the time we ship from our ordinary place of business to your specified location. You assume all responsibility for filing claims for damage against the carriers and other agents. You must insure the goods against loss or damage until payment has been made to us.
18. If any of the goods are damaged or destroyed after shipment you must direct the insurer to make payment to us of all insurance money payable in respect of the insurance claim made on the damaged or destroyed goods.
19. Insurance money received by us will be applied firstly against the outstanding price of the goods that are damaged or destroyed, secondly against the outstanding price of all goods supplied under the agreement, thirdly

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- against the outstanding balance payable to us by you on any account under our agreements and fourthly in payment of any balance to you.
20. You represent and warrant to us that all information and representations that you, or any person acting on your behalf has given in connection with our transactions are true and correct and that you have not failed to disclose to us anything relevant to our decision to have dealings with you and that no court proceedings or dispute is current that may have an adverse effect on performing your obligations under this agreement.
21. Acceptance of the goods must take place immediately following delivery and is established if you signify by words or conduct that the goods are conforming or that you retain them in spite of their nonconformity or deal with them in a way inconsistent with our ownership. You may reject them on good grounds after a reasonable opportunity to inspect them. The rejection must immediately be communicated to us with full particulars of the nonconformity. On acceptance if payment arrangements are in place then they must be honoured. If payment has been made then it will either be refunded by us or credited towards payment of replacement goods for the nonconforming goods.
22. Your right, as against us to retain or dispose of the goods or services delivered or supplied is conditional upon you honouring our payment arrangements.
23. The sale of the goods does not transfer any interest in our intellectual property to you and you must not infringe or wrongfully use any of our confidential information, trade secrets, copyrights, letters patent, trade marks, service rights, trade names, designs, business names or similar industrial, commercial or intellectual property rights.
24. When a dispute arises between us you agree to comply with our dispute resolution process. To this end a party with a complaint against the other is first required to notify the other of the dispute by giving written notice specifying the nature of the dispute, the outcome required and the action believed necessary under the circumstances that will assist both in settling the dispute.
25. Each party will then in good faith attempt to resolve the dispute by negotiation, and if the dispute in some aspect involves payment of money, the party withholding payment is required immediately upon receipt of the notice to deposit the disputed amount into an escrow account with instructions pertaining to the release of funds. Undisputed amounts must be paid forthwith.
26. Notices must be in writing and be given personally by Express or Registered Post with delivery confirmation or by facsimile transmission or email with receipt confirmation.
27. You must not:
- (a) distribute any product purchased from us;
 - (b) remove any serial numbers from any product supplied by us;
 - (c) modify any product supplied by us;
 - (d) rebrand any product supplied us;
 - (e) export any product supplied by us; or
 - (f) rebrand or alter instructions of use or installation for any product supplied by us,
- without our prior written consent, which may be withheld at our sole discretion.
28. You must not modify or alter an alternator manufactured by us.
29. You must not represent or communicate on behalf of us in any public domain (including on social media), without our prior written approval (which may be withheld in our sole discretion).
30. You must not act as a distributor of any of our products without obtaining our prior written consent, which may be withheld at our sole discretion. If approval is granted, any approval may be withdrawn on 7 days' notice.
31. **Warranty**
- (a) In addition to any statutory warranties, the following warranties shall be given for the repair, or if repair is not in our opinion (acting reasonably) possible, then replacement:
 - (i) for any Rapid Power & Endura Power products:
 - (A) mining use – individual warranty periods may apply to products depending on application and site conditions – warranty period to be confirmed with supply of product (see addendum below);
- Effective 1st of September 2024, the following amendment is made to Section 31(a) under the Warranty section for products used commercially in harsh environmental conditions. These conditions include applications that expose the alternator repeatedly to the following agents;*
- (a) corrosion,
 - (b) dust,
 - (c) dirt,
 - (d) mud
 - (e) chaff,
 - (f) water.
- For these conditions a limited warranty applies only to the sealed, water-cooled range of alternators.*
- The warranty period shall be 6 months from the supply date of the product.*
- No warranty applies to Redback, Endura and non-sealed Rapid Power products used commercially in the conditions listed above.*
- (B) Commercial use (excluding conditions listed above) - 1 year
 - (C) Recreational use-2 years and
- (ii) For any Red Back product – 1 year.
- (b) We shall not be required to replace or repair (any product under warranty until the original product has been returned for inspection by us. Whether the item is replaced or repaired is at our sole discretion.
 - (c) Any warranty shall, to the extent permitted by law, be voided if:
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- (i) any serial number is intentionally removed or altered; or
- (ii) a Red Back product is used off-road or in off-road conditions.
- (d) To the extent permitted by law, you are liable for all ancillary costs associated with the replacement of any good covered by warranty.
- 32.** If we are prevented from producing or effecting deliveries of the goods or any of them by reason of any of the following causes, namely, act of god, insurrection, riot, war, hostilities, terror attacks, warlike operation, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labour, material or services through our usual and regular sources, or any other circumstances (whether of a nature similar to those specified or not) beyond our control, then, in each case, our obligation to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this contract be suspended after this clause, you shall nevertheless accept delivery and pay for such goods as we are able to deliver in accordance with the period(s) of shipment named in this contract. We shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned above.
- 33.** Orders manufactured in whole or in part, to the specifications of Buyer, may not be cancelled, except with our written consent and on terms which will indemnify us against all losses.
- 34.** This contract merges and incorporates the entire terms and conditions for sale of the goods. No modification or alteration of any provision hereof shall become valid and effective except upon a written instrument duly signed by us. No waiver by either party of any default of the other party shall be deemed a waiver of a subsequent or other default.
- 35.** If you are in default of the terms of this Agreement we may:
- (a) terminate your Agreement;
- (b) cancel and future orders which had been received at the date of the default;
- (c) sue you for damages;
- (d) recover all items from you where title has not passed; or
- (e) any combination of the above.
- 36.** Your rights arising out of this Contract may not be assigned without our express written consent.
- 37.** This contract is governed by the laws of Queensland and all parties submit to the non-exclusive jurisdiction of the Courts of Queensland.
- 38. GST**
- (a) If a party makes a supply to another party under or in connection with this contract, then (unless the consideration is expressly stated to be inclusive of GST) the consideration for that supply is exclusive of GST, and in addition to paying or providing that consideration the recipient must:
- i. pay to the supplier an amount equal to any GST for which the supplier is liable on that supply, without deduction or set-off of any other amount; and
- ii. make the payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that supply.
- (b) If a party provides payment for or any satisfaction of a claim or a right to claim under or in connection with this contract (for example, for a breach of any warranty or for reimbursement of any expense) that gives rise to a liability for GST, the provider must pay, and indemnify the claimant against, the amount of that GST.
- (c) If a party has a claim under or in connection with this contract for a cost on which that party must pay an amount for GST, the claim is for the cost plus all amounts for GST (except any amount for GST for which that party is entitled to an input tax credit).
- (d) If a party has a claim under or in connection with this contract whose amount depends on actual or estimated revenue or which is for a loss of revenue, revenue must be calculated without including any amount received or receivable as reimbursement for GST (whether that amount is separate or included as part of a larger amount).