

## Terms of Trade

Thank you for choosing Remote Networks Limited. These Terms of Trade, along with our formal quote or estimate, form the basis of our agreement. ***By accepting our quote or engaging our services, you are confirming your acceptance of these terms.***

### 1. Pricing and Charges

Our charges for services will be determined as follows (all exclude GST):

- a) **Urgent Calls** – For urgent service requests, charges will apply based on one of the following options, as determined by Remote Networks Limited:
  - i) **Minimum Callout Service Charge:** A minimum callout service charge of \$165, which incorporates the first half hour of labour, an administration and booking fee, vehicle costs and travel. Additional labour beyond the first half hour will be charged at \$115/hour.
  - ii) **Time and Materials Basis:** Labour including travel time, charged at \$115 /hour, plus materials, and a vehicle cost of \$1.50/km.
- b) **On-site Scope:** Labour including travel time, charged at \$115 /hour, plus a travel charge of \$1.50/km. Additional charges may apply for use of special mobile coverage survey tools, accommodation, meals and other related expenses incurred.
- c) **Quoted or Estimated Work:** Charges for non-urgent work will be as per our written quotation or estimate provided to you, within the stated validity period. If an estimate is provided, the final invoice may vary based on actual time and materials.

- 2. **Deposits** – A **50% deposit** is required on all quotes and on-site scopes. **This deposit must be paid in full before any work commences** and is necessary to secure your project in our schedule and enable the procurement of materials. No services will be scheduled or delivered until the deposit has been received.

- 3. **Payment Terms** – All invoices are issued on **7-day payment terms** for both new and existing clients unless otherwise agreed upon in writing. Final payment is due within 7 days of the final invoice date. If not paid by the due date, Remote Networks reserves the right to:
  - a) charge interest on the overdue amount at a rate of 1.75% per month (or part thereof), calculated daily from the due date until the date of actual payment.
  - b) suspend further installation work or services until all outstanding amounts, including any accrued interest, are paid in full.
  - c) recover reasonable costs incurred in the collection of overdue amounts, including but not limited to debt collection agency fees and legal costs.

- 4. **Materials, Labour, and Travel** – Our quotes include materials, labour, and applicable travel charges. Please be aware that variations in actual costs may occur, particularly in longer or more complex projects, and these will be reflected in the final invoice. Any additional materials or labour not included in the original quote will be invoiced as required.

- 5. **Variations, Scope Changes, and Additional Work** – Any work requested outside the original scope of the quote is considered a **variation** and may incur additional charges. Any changes to the project's scope, location, schedule, or requirements must be communicated and agreed upon in writing before the work is performed.

- 6. **Delays and Access** – You are responsible for ensuring that we have timely access to the project site (physical or remote) and any relevant systems. Delays caused by a lack of access or client-side readiness may result in additional labour or travel fees.

- 7. **Ownership of Goods** – Ownership of any hardware or materials supplied by Remote Networks Limited remains with our company until we have received full payment. We reserve the right to withhold delivery or disable services in the event of non-payment.

- 8. **Acceptance** – By accepting our quote or engaging our services, you are confirming your acceptance of these Terms of Trade. Any alternative arrangements must be agreed upon in writing prior to the commencement of work.

- 9. **Warranties and Guarantees** – Remote Networks Limited warrants that all services will be performed with due care and skill, and that any goods supplied will be of acceptable quality and fit for the purpose for which they were supplied. This warranty is provided in accordance with the Consumer Guarantees Act 1993 (CGA) and the Contract and Commercial Law Act 2017, where applicable.

- 10. Limitation of Liability** – To the extent permitted by law, our total liability for any claims arising from our services or goods supplied, whether in contract, tort (including negligence), or otherwise, is limited to the invoice value for that specific project. We are not liable for indirect, consequential, or special loss or damage (e.g., loss of profit, data, or business interruption). This limitation does not apply if inconsistent with the CGA.
- 11. Intellectual Property** – Unless otherwise agreed in writing, all intellectual property (including copyrights and trade secrets) in materials created by Remote Networks Limited remains our property. Upon full invoice payment, the client receives a non-exclusive, non-transferable licence to use deliverables for the project's intended purpose.
- 12. Confidentiality** – Both parties agree to treat all non-public information received from the other party as confidential. This includes, but is not limited to, business plans, financial information, client details, technical specifications, and project-related data. Neither party will disclose this confidential information to any third party without the other party's prior written consent, except as required by law.
- 13. Dispute Resolution** – In the event of any dispute or disagreement, the parties agree to first attempt to resolve the matter through good-faith negotiation. If the dispute cannot be resolved within 14 days, either party may refer the matter to mediation. If mediation fails, the parties may pursue other legal remedies.
- 14. Termination of Services** – Either party may terminate this agreement by providing 14 days' written notice. If the client terminates, they will be liable for all work completed up to the date of termination and any non-cancellable costs incurred. If Remote Networks Ltd terminates, we will provide a final invoice and refund any portion of the deposit that exceeds the costs incurred.
- 15. Force Majeure** – Neither party shall be liable for any failure or delay in performing its obligations if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or natural disasters. In such an event, the affected party shall notify the other party as soon as reasonably practicable, and both parties shall work together to find a reasonable solution.