



# Premi-Air Aviation Ltd

## TERMS AND CONDITIONS OF TENDER

### 1996 TRI-Tech KIS TR-1 ZK-KIS

The following terms and conditions of tender apply to the disposal of the above 1996 TRI-Tech KIS aircraft that is offered for sale by public tender on behalf of the **Vendor**.

Interested parties should be completely familiar with these conditions prior to submitting any tender, and seek further advice on any points that they consider require further clarification.

#### **CERTIFICATION & MAINTENANCE STATUS**

1. It is specifically drawn to the attention of **Tenderers** that they should be familiar with the current maintenance status and certification of the aircraft and prior to the submission of any tender.

#### **CONDITION OF AIRCRAFT**

1. These aircraft is offered strictly on an "as is where is" basis and accordingly, the **Vendor** makes no representation and gives no warranties or guarantees concerning the quality and airworthiness of the aircraft or parts, nor the accuracy or bona fides of the applicable documentation. The **Purchaser** acknowledges that it is bidding solely on its own judgment, and not in reliance on any advertisement, statement, warranty, or representation made on or behalf of the Vendor, Premi-Air Aviation Ltd or their staff or agents.

#### **DISCLAIMER**

1. It is the responsibility of the **Tenderer** to ensure that prior to submitting any tender they are satisfied with the suitability of the aircraft and / or parts for the purpose for which it is intended.
2. Any information or description of the aircraft and parts that are provided in specification sheets, advertisements, catalogues etc. has been provided for information purposes only, and are not considered to be part of these tender documents. It is the responsibility of the **Tenderer** to check the reliability and accuracy of that information prior to the submission of a tender. The Vendor and Premi-Air Aviation Ltd, including its employees or agents, shall not be liable for any misdescription, error or omission in respect of such information.

#### **DISPUTES**

1. In the case of any dispute, any remedy of the purchaser shall be lodged against the **Vendor** and under no circumstances shall any remedy lie against Premi-Air Aviation Ltd, its employees or agents.

#### **PURCHASE PRICE**

1. Tendered prices are to be in whole New Zealand dollars exclusive of GST.
2. The **Vendor** is a Registered New Zealand Registered GST entity and accordingly GST calculated at the rate of 15% will be added to the amount tendered. This will not apply in the event of any sale to an off shore purchaser that qualifies as GST exempt transaction,

3. A tax invoice record the transaction will be issued to the purchaser.
4. The **Vendor** shall not be required to accept the highest or any tender, nor disclose details of any Tenders. Neither the **Vendor** nor **Premi-Air Aviation Ltd.** will enter into any correspondence in respect of same.
5. The **Vendor** shall be entitled to conduct the tender process in such a manner as it, in its absolute discretion sees fit and shall be entitled to:
  - (a) accept any tender,
  - (b) after the closing date, negotiate with one or any number of Tenderers to the exclusion of the other Tenderers on such terms as the Tenderer may consider appropriate,
  - (c) re-advertise the tender,
  - (d) reject any or all tenders for any reason whatsoever,
  - (e) waive any irregularities or informalities in the tender process,
  - (f) extend the closing date.
6. All lots purchased must be paid for in full with cleared funds prior to uplifting by the **Tenderer**, this payment to be made within 7 days of notification of acceptance of tender to the successful Tenderer.
7. On payment of the purchase price the **Tenderer** will be supplied with a Deed of Sale passing on full and unencumbered title in the aircraft, at which time risk and responsibility in the goods shall pass to the **Tenderer**.
8. The aircraft will be delivered to the successful **Tenderer** "ex North Shore Airport", and unless otherwise arranged with the **Vendor**, must be collected by the **Tenderer** within 7 days of notification of acceptance of tender.
9. In the event that the aircraft has not been paid for fully by the expiry of the 7 days as provided for in 6 above, then the **Vendor** may:
  - 6.1 Cancel this agreement arising from acceptance of this tender forthwith without notification to the **Tenderer**,
  - or,
  - 6.2 Charge penalty interest at the rate of two (2) per cent per month (24% per annum), calculated daily from the date the **Vendor** accepts the Tender,
  - and/or
  - 6.3 Sue the **Tenderer** for specific performance and/or damages arising from breach of this contract

#### **CHOICE OF LAW**

This agreement is governed by and will be construed in accordance with the laws of the Dominion of New Zealand. The terms and conditions of this tender shall apply equally to purchasers in New Zealand and overseas.

## **TENDER CLOSING AND ACCEPTANCE**

1. The closing date for all tenders shall be 5.00 pm Friday 29<sup>th</sup> June 2018. Tenders can be delivered by post, fax or Email to:

Premi-Air Aviation Limited  
P O Box 202204  
Southgate  
**TAKANINI 2246**

Phone 64 9 296-1630    Fax 64 9 296-1632    Email: [sales@premi-air.com](mailto:sales@premi-air.com)

2. Successful Tenderers will be notified within three (3) working days of the tender closing date.
3. Tenders will only be accepted on the response form attached.
4. In order to facilitate collection of the aircraft, arrangements for collection will be made individually with each successful Tenderer, but unless otherwise arranged with Premi-Air Aviation Limited, aircraft must be uplifted within 7 days of notification.
5. These aircraft are offered for sale as individual lots therefore bidders are invited to bid for either one single lot or both lots (Refer Response Form attached)



# Premi-Air Aviation Ltd

## TENDER RESPONSE FORM

I/We: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

I/We offer to purchase the aircraft as listed hereunder in accordance with the Terms and Conditions of Tender as provided and relating to the disposal of the items described below and unconditionally agree to those terms and conditions.

Registration Number	Aircraft Type	Amount Tendered in NZ Dollars
ZK-KIS	TRI-Tech KIS TR-1 Serial Number 61	

This Tender dated the \_\_\_\_\_ day of \_\_\_\_\_ Month \_\_\_\_\_ 2018 \_\_\_\_\_ Year

Signed for the above: \_\_\_\_\_

[Print Full Name] \_\_\_\_\_