



Premi-Air Aviation Ltd

TERMS AND CONDITIONS OF TENDER

PAC750 XL Parts Inventory Two Sets of Sorrenson Spray Gear

The following are the terms and conditions of tender applying to the sale of two lots including:

1. An extensive inventory of assorted aircraft parts comprising mainly PAC 750XL components but also a small number of Pratt & Whitney PT6A-34AG parts.
2. Two Sorrenson spray tanks, one set of carbon fibre booms, hangers pumping equipment etc. removed ex. Cessna 185.

Both lots that are offered for on behalf of the owners, **Spur Aviation Ltd & Nor'East Aviation Ltd (Both in Liquidation)**, hereinafter referred to as **Sellers**.

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. Tenderers are specifically advised to familiarize themselves with the current maintenance status and certification of the parts prior to submitting any tender.

CONDITION OF LOTS

1. All parts are offered strictly on an "as is where is" basis. Accordingly, Seller's make no representation and give no warranties or guarantees concerning the quality and airworthiness of the parts, nor the accuracy or bona fides of the applicable documentation. The Tenderer acknowledges that it has inspected the items and is bidding solely on its own judgment, and not in reliance on any advertisement, statement, warranty, or representation made on or behalf of Sellers, Premi-Air Aviation Ltd or their staff or agents.

INSPECTION AND LOCATION

1. Interested parties may conduct a pre-purchase inspection of these parts at Hamilton Airport if required. All inquiries regarding such inspections must be directed to the agent. The agent will coordinate the necessary arrangements to facilitate access to inspect at a convenient time for all parties.

DISCLAIMER

1. It is the responsibility of the Tenderer to ensure that prior to submitting any bids they are satisfied with the suitability of parts for the purpose for which they are intended.
2. Any information or description that has been provided in specification sheets, advertisements, catalogues etc. has been provided for information purposes only and are not considered being 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 any tender. Sellers and Premi-Air Aviation Ltd or its employees or agents shall not be liable for any misdescription, error or omission in respect of such information.

PURCHASE PRICE

1. Tendered prices are to be in whole New Zealand dollars exclusive of GST.
2. GST calculated at the rate of 15% of the tendered price will be added to the tender price, and a tax invoice to record the transaction will be issued to the purchaser.
3. Notwithstanding the conditions of clause 2 of this section, in the event of any sale to an offshore purchaser that qualifies as GST exempt transaction, then GST will not apply and will thus not be added to the price tendered.
4. Sellers shall not be required to accept the highest or any tender, nor disclose details of any tenders received. Neither Sellers nor Premi-Air Aviation Ltd. will enter into any correspondence in respect of same.
5. Sellers shall be entitled to conduct the tender process in such a manner as in their 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 bidders on such terms as the Seller may consider appropriate
 - (c) re-advertise the tender.
 - (d) reject any or all bids for any reason whatsoever.
 - (e) waive any irregularities or informalities in the tender process.
 - (f) extend the closing date.
6. All lots must be paid for in full with cleared funds prior to uplifting, this payment to be made within 7 days of notification of acceptance of tender.
7. On payment of the purchase price the new owner will be supplied with a Deed of Sale passing on full and unencumbered title, at which time risk and responsibility in the parts shall pass to the new owner.
8. All parts may be collected "ex Hamilton Aerodrome", and unless otherwise arranged with Sellers, must be collected by the Bidder within 14 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 Sellers may:
 - 9.1 Cancel this agreement arising from acceptance of this tender forthwith without notification to the Bidder,
or,
 - 9.2 Charge penalty interest at the rate of two (2) per cent per month (24% per annum), calculated daily from the date Sellers accept the Tender,
and/or
 - 9.3 Sue the Bidder for specific performance and/or damages arising from breach of this contract.

CHOICE OF LAW

1. This agreement is governed by and will be construed in accordance with the laws of the Dominion of New Zealand.
2. In the event of any dispute arising out of, or in relation to, the application or interpretation of the terms of this Agreement, the parties agree that the dispute shall be referred to an independent mediator for determination, that mediator to be appointed by the President of the Auckland District Law Society, and the parties agree to be bound by the decision of the mediator so appointed. The parties agree that in the event that a dispute is referred to mediation in accordance with the provisions of this clause, the cost of submission to mediation shall be equally borne by the parties.

TENDER CLOSING AND ACCEPTANCE

The closing date for all bids shall be 5.00 pm Friday 21st March 2025. Bids may be delivered by email to the Seller's Agent.

**Harry Maidment
Premi-Air Aviation Ltd**

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1. Successful Tenderers will be notified within three (3) working days of the tender closing date.
2. Bids will only be accepted on the response form attached.
3. In order to facilitate collection of the aircraft, arrangements for collection will be made individually with each successful tenderer, but unless otherwise arranged with the agent, aircraft must be uplifted within 14 days of notification.



Premi-Air Aviation Ltd
TENDER RESPONSE FORM

I/We: _____

Address: _____

Telephone _____

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.

PLEASE CLEARLY STRIKE OUT THOSE ITEMS FOR WHICH YOU DO NOT WISH TO TENDER

Lot Number	Details	Amount Tendered in NZ Dollars
1	Assorted PAC 750XL and Pratt & Whitney Parts	
2	Two Sorrenson Spray tanks, and associated equipment	

This Tender dated the _____ day of _____ 2025

Signed for the above: _____

[Print Full Name] _____