



Premi-Air Aviation Ltd

TERMS AND CONDITIONS OF TENDER

**Air2there.com (2008) Limited (In Receivership),
Air Wellington Limited (In Receivership),
Kingair Limited (In Receivership)
Richard Charles Baldwin (Receivers appointed
over specific assets)
Aircraft and Parts Inventory Disposal**

The following are the terms and conditions of tender applying to the disposal of the Piper PA-31 aircraft serial number 31-437 and any associated sundry parts that is offered for sale on behalf of Air2there.com (2008) Limited (In Receivership), Air Wellington Limited (In Receivership), Kingair Limited (In Receivership), Richard Charles Baldwin (Receivers appointed over specific assets) (the **Vendors** and each a **Vendor**).

Interested parties must 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 represent and warrant that they are satisfied with the current maintenance status and certification of the aircraft and/or aircraft parts prior to the submission of any tender.

CONDITION OF PARTS

1. All lots are offered strictly on an "as is where is" basis and accordingly, the Vendors (and the Receivers, as defined below) make no representations and give no warranties or guarantees concerning the quality and airworthiness of the parts, nor the accuracy or bona fides of any documentation relating to any of the lots, and (to the maximum extent permitted by law) all such representations, warranties or guarantees are excluded). The Tenderer acknowledges that it has inspected the lots and is tendering solely on its own judgment, and not in reliance on any advertisement, statement, warranty, or representation made on or behalf of the Vendors, the Receivers, PwC, the security holder that appointed the Receivers, Premi-Air Aviation Ltd, or their respective employees, contractors 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 each lot for the purpose for which it is intended.
2. Any information or description relating to this tender that is provided in specification sheets, advertisements, catalogues, etc. has been provided for information purposes only, and are not considered being part of these tender documents and must not be relied on by the Tenderer. It is the responsibility of the Tenderer to check the reliability and accuracy of that information prior to the submission of any tender. The Vendors, the Receivers and Premi-Air Aviation Ltd or their respective employees, contractors or agents shall not be liable for any misdescription, error or

omission in respect of such information.

3. By lodging a tender, the Tenderer:
 - a. represents and warrants that it is not seeking to acquire any lots as a "consumer" within the meaning of the Consumer Guarantees Act 1993;
 - b. accepts that the Vendor is only selling such rights as it may have in the lots, and subject to all existing interests;
 - c. accepts that sale of any lot is conditional upon the Vendor obtaining all necessary security interest releases from the security holder which appointed the Receivers; and
 - d. agrees that its details for notice or service are those set out in the response form.

PURCHASE PRICE

1. Tendered prices are to be in whole New Zealand dollars exclusive of GST. Each tender shall operate as an irrevocable offer by the Tenderer.
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** (being the successful tenderer in respect of a particular lot).
3. Notwithstanding the conditions of clause 2 of this section, in the event of any sale to an off shore Purchaser that, in the sole opinion of the Receivers, qualifies as GST exempt transaction, then GST will not apply.
4. The Vendor shall not be required to accept the highest or any tender, nor disclose details of any tenders. The Vendor, the Receivers or Premi-Air Aviation Ltd. will not 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 (whether or not the highest) to the exclusion of the other tenderers on such terms as the tenderer may consider appropriate;
 - c. re-advertise for tenders
 - d. reject any or all tenders for any reason whatsoever, or withdraw any lot from sale at any time and for any reason;
 - e. waive any irregularities or informalities in the tender process; and
 - f. extend the closing date.
6. All lots purchased must be paid for in full to the Receivers with cleared funds prior to uplifting by the Purchaser, this payment to be made within 7 days of notification of acceptance of tender.
7. On payment of the purchase price all risk and responsibility in the lots shall pass to the Purchaser.
8. Unless otherwise arranged with the Vendor, and without prejudice to 7 above, all lots must be collected by the Purchaser, at its cost, within 14 days of notification of acceptance of tender.
9. In the event that payment has not been made within the 7 days as provided for in 6 above, then the Vendor may (at its option):
 - a. cancel this agreement arising from acceptance of this tender forthwith without notification to the Purchaser;
 - b. charge penalty interest at the rate of two (2) per cent per month, calculated daily from the date Vendor accepts the Tender; or
 - c. bring a claim against the Purchaser for specific performance and damages arising from breach of the Purchaser's obligations.

EXCLUSION OF RECEIVERS' LIABILITY

1. These terms, and any contract arising herefrom, are entered into by the Vendors acting by and through the receivers and managers appointed in respect of the property and assets of the respective Vendor (the **Receivers**), and not by the Receivers personally, and any personal liability of the Receivers is excluded (including for the purposes of section 32(2) of the Receiverships Act 1993). This clause, and any other provision of these terms which is for the benefit of the Vendors, is intended (including for the purposes of subpart 1 of Part 2 of the Contract and Commercial Law Act 2017) to be for the benefit, and to be enforceable at the suit, of the Receivers and their employees, agents, contractors and partners.
2. No representation, warranty, or undertaking is made as to the respective Vendor's title to the lots, and the Vendors shall have no liability whatsoever for the quality, saleability, condition or fitness for purpose or sale of the lots, which are sold as they stand on as "as is where is" basis subject to all defects (latent or patent), faults and damage.

CHOICE OF LAW

1. These terms, and any contract arising herefrom, are governed by and will be construed in accordance with the laws of New Zealand.

TENDER CLOSING AND ACCEPTANCE

1. The closing date for all tenders shall be 5.00 pm Friday 26 April 2019. Tenders can be delivered by post or Email to the Vendor's agent:

Premi-Air Aviation Limited
P O Box 202204
Southgate
Takanini 2246

Phone +64 27 496 5867

Email: 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 lots, arrangements for collection will be made individually with each successful Tenderer, but unless otherwise arranged with Premi-Air Aviation Limited, aircraft parts must be uplifted within 14 days of notification.



Premi-Air Aviation Ltd
TENDER RESPONSE FORM

I/We: _____

Address: _____

Telephone _____

Fax _____

Email _____

I/We offer to purchase the lot as listed hereunder in accordance with the Terms and Conditions of Tender as provided and unconditionally agree to those terms and conditions.

Lot Number	Description	Amount Tendered in NZ Dollars (excluding GST)
Lot 1	Piper PA31 S/N 31-437 Registration mark ZK-WHW	

This tender dated the _____ day of _____ 2019

Signed for the above: _____

[Print Full Name] _____