



Premi-Air Aviation Ltd

TERMS AND CONDITIONS OF TENDER

1989 Eurocopter AS 350 BA Helicopter

S/N 1676

The following are the terms and conditions of tender applying to the disposal of Eurocopter AS 350 BA helicopter, registration marks VH-SWH (the **Aircraft**) that is offered for sale by Premi-Air Aviation Ltd (the **Agent**) on behalf of Tasmanian Air Tours Pty Ltd (the **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 prior to the submission of any tender.

CONDITION OF AIRCRAFT AND PARTS

1. This aircraft is offered strictly on an "as is where is" basis and accordingly, the **Vendor** and the **Agent**, make no representations and give no warranties or guarantees concerning the quality and airworthiness of the aircraft, nor the accuracy or bona fides of any documentation relating to the aircraft and (to the maximum extent permitted by law) all such representations, warranties or guarantees are excluded. The Tenderer acknowledges that it has inspected or otherwise assessed the aircraft 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 Vendor, or their respective employees, contractors or agents.
2. The aircraft is fully serviceable will be sold with a current Release to Service, Annual Inspection and a valid Australian Certificate of Airworthiness issued in the Standard Category.

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 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 **Vendor**, 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** 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 US dollars exclusive of GST. Each tender shall operate as an irrevocable offer by the Tenderer.
2. GST calculated at the rate of 10% 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).
3. Notwithstanding the conditions of clause 2 of this section, in the event of any sale to an offshore Purchaser that, in the sole opinion of the **Vendor**, 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. Neither the **Vendor**, nor the **Agent** 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 (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 the aircraft 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. Payment must be paid for in full and to the **Agent's Trust Account** 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 the **Vendor** will provide to the **Purchaser** an executed **Deed of Sale** passing on full, clear and unencumbered title in the aircraft to the **Purchaser**, at which time all risk and responsibility in the aircraft shall pass to the **Purchaser**.
8. Unless otherwise arranged with the **Vendor**, and without prejudice to 7 above, the aircraft must be collected by the **Purchaser** from Cambridge Aerodrome, Tasmania, Australia, 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 LIABILITY

1. No representation, warranty, or undertaking is made as to the respective **Vendor's** title to the aircraft, and the **Vendor** shall have no liability whatsoever for the quality, saleability, condition or fitness for purpose or sale of the aircraft, which is sold as it stands 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 here from, are governed by and will be construed in accordance with the laws of Australia.

TENDER CLOSING AND ACCEPTANCE

1. The closing date for all tenders shall be **5.00 pm Friday 8 December 2023**. Tenders may be delivered in person or by 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.



Premi-Air Aviation Ltd
TENDER RESPONSE FORM

I/We: _____

Address: _____

Telephone _____

Fax _____

Email _____

I/We offer to purchase the Eurocopter AS 355 BA helicopter 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 US Dollars (excluding GST)
Lot 1	Eurocopter AS 355 BA S/N 1676 Registration mark VH-SWH	

This tender dated the _____ day of _____ 2023

Signed for the above: _____

[Print Full Name] _____