

**COMPRESSED AIR CONTROLS 2025 LIMITED
TERMS AND CONDITIONS OF TRADE****1. INTERPRETATION**

1.1 In these Terms, unless the context otherwise requires, Compressed Air Controls 2025 Limited ("CAC") means the supplier of Goods and Services under these Terms. The "Customer" means the person, company, or other legal entity purchasing Goods or Services from CAC.

1.2 "Goods" means all compressors, pneumatic equipment, parts, consumables, materials, and any associated items supplied by CAC, including any items incorporated into a system or installation.

1.3 "Services" means all servicing, maintenance, installation, commissioning, repairs, diagnostics, technical support, and any related work performed by CAC.

1.4 "Contract" means any agreement between CAC and the Customer for the supply of Goods or Services that incorporates these Terms.

1.5 "Price" means the total amount payable by the Customer for the Goods and/or Services, including any adjustments arising under these Terms.

1.6 "Variation" means any change to the scope, quantity, specification, sequence, timing, methodology, or assumptions relating to the Goods or Services, including any change arising from Customer instruction, omission, delay, inaccurate information, or site condition.

1.7 "Amount Owing" means all amounts payable by the Customer to CAC at any time under any Contract.

2. APPLICATION OF TERMS

2.1 These Terms apply to every Contract between CAC and the Customer and are deemed to be incorporated into each Contract as if set out in full.

2.2 By requesting CAC to supply Goods or Services, or by accepting a quotation whether verbally or in writing, the Customer acknowledges and agrees that these Terms apply.

2.3 These Terms prevail over any terms proposed or provided by the Customer unless expressly agreed in writing by CAC. Any terms contained in any Customer purchase order or other document are expressly rejected to the fullest extent permitted by law.

2.4 CAC may amend, replace, or update these Terms at any time. Any amended Terms will apply from the date they are published or otherwise notified to the Customer and will apply to all future Contracts and, where reasonably notified, to ongoing supply arrangements.

3. QUOTATIONS AND CONTRACT FORMATION

3.1 Any quotation issued by CAC is provided on the basis of the information available at the time and constitutes an invitation to treat only. A quotation is not binding on CAC until it has been accepted by CAC.

3.2 A quotation remains valid for 30 days unless otherwise stated, after which it may be withdrawn or amended by CAC.

3.3 A binding Contract is formed only when CAC accepts an order or commences supply of the Goods or Services.

3.4 The Customer acknowledges that CAC relies on the accuracy and completeness of all information provided at the time of quotation, including any specifications, drawings, site information, or performance requirements.

3.5 The Customer must not cancel an accepted order without the prior written consent of CAC. Where CAC agrees to cancellation, the Customer must reimburse CAC for all costs incurred, including committed supplier costs, labour, administrative costs, and any loss of margin reasonably incurred.

3.6 Where CAC provides an estimate rather than a fixed quotation, the Customer acknowledges that such estimate is indicative only and is based on preliminary information and assumptions. Actual costs may vary depending on site conditions, scope of work, and other factors identified during performance of the Services. Any such variation will be treated as a Variation in accordance with clause 4, and the Customer agrees to pay the resulting adjustment to the Price.

4. PRICE AND VARIATIONS

4.1 The Price is based on the scope of work, specifications, and assumptions identified at the time of quotation. Unless expressly stated otherwise in writing, all Prices are exclusive of GST and may exclude freight, consumables, travel, accommodation, and other disbursements. Where such costs are not expressly included, CAC is entitled to charge these in addition to the Price.

4.2 The Customer acknowledges that CAC's pricing is dependent on the accuracy of information provided, the availability of site access, the condition of equipment, and the ability to carry out work in an efficient and uninterrupted manner.

4.3 A Variation arises where the actual requirements of the work differ from those originally contemplated. This includes circumstances where the Customer requests changes, where site conditions differ from those reasonably anticipated, where information provided is incomplete or inaccurate, or where additional work is required to achieve a functional or compliant outcome.

4.4 Where a Variation occurs, CAC is entitled to adjust the Price and any applicable delivery or completion timelines to reflect the additional work, cost, or delay involved. CAC may confirm the Variation in writing or proceed with the work and charge on a reasonable time and materials basis where it is necessary to do so.

4.5 The Customer must pay all costs associated with any Variation, whether or not a formal variation document has been issued, provided that the Variation is reasonably connected to the performance of the Contract.

4.6 Where Goods are cancelled, returned, or reordered, CAC may charge the Customer for any restocking fees, supplier charges, or other costs incurred by CAC as a result. The Customer acknowledges that such costs may be imposed by third-party suppliers and agrees to reimburse CAC for all such reasonable costs.

5. PAYMENT

5.1 Unless otherwise agreed in writing at the time of quotation, payment terms are as follows. A deposit of 50% of the Price is required upon acceptance of order. A further 25% is payable prior to dispatch or, where applicable, upon arrival of Goods into New Zealand for longer lead-time or imported items. The remaining 25% is payable within seven (7) days following installation or commissioning.

5.2 All invoices issued by CAC are payable within seven (7) days of the invoice date. Time for payment is of the essence and is a fundamental condition of the Contract.

5.3 CAC may, at its discretion, require full or partial payment in advance, impose or vary credit limits, or suspend supply where any Amount Owing is overdue.

5.4 CAC may apply any payment received from the Customer against any Amount Owing at its discretion and may set off any amount owed by CAC to the Customer against any Amount Owing.

6. DEFAULT AND RECOVERY

6.1 The Customer is in default if any Amount Owing is not paid when due.

6.2 CAC may charge interest on overdue amounts at a rate of 2.5% per month calculated daily from the due date until payment is made in full.

6.3 The Customer indemnifies CAC for all costs incurred in recovering any overdue amount. These costs include, without limitation, legal costs on a solicitor-client basis, internal administrative costs, and all debt collection agency fees, commissions, and associated charges.

6.4 Where any overdue amount is referred to a third-party collection agency, all associated costs are recoverable from the Customer as a debt due.

6.5 Upon default, CAC may suspend or terminate supply, cancel any Contract, repossess Goods, and enforce any rights available to it at law or under these Terms.

7. DELIVERY, STORAGE AND DELAY

7.1 Any delivery or completion date provided by CAC is an estimate only and does not constitute a binding obligation. CAC is not liable for any delay in delivery or performance, regardless of cause.

7.2 The Customer must take delivery of the Goods when notified that they are ready for dispatch or collection and must ensure that appropriate arrangements are in place to receive those Goods without delay.

7.3 If the Customer fails or refuses to take delivery, or otherwise causes delay in delivery, CAC may store the Goods at the Customer's risk and cost. CAC may charge reasonable storage, handling, and insurance costs together with a delay fee calculated at a rate of 2% of the Price per month or part thereof, reflecting the commercial impact of such delay.

7.4 Where delivery is delayed due to the Customer, delivery will be deemed to have occurred on the date the Goods were ready for dispatch, and risk will pass accordingly.

7.5 CAC may deliver Goods in instalments, and each instalment will constitute a separate and enforceable Contract.

8. ACCEPTANCE OF GOODS AND SERVICES

8.1 The Customer must inspect all Goods immediately upon delivery and must notify CAC in writing of any defect, shortage, or non-conformance within seven (7) days of delivery.

8.2 If the Customer fails to notify CAC within that period, the Goods will be deemed to have been accepted and to conform with the Contract.

8.3 Without limiting clause 8.2, Goods will be deemed accepted upon installation, use, modification, or on-sale by the Customer or any third party.

8.4 Services will be deemed to have been properly performed and accepted upon completion unless CAC receives written notice of any alleged defect within seven (7) days of completion, after which no claim may be made.

9. CUSTOMER RESPONSIBILITIES

9.1 The Customer is responsible for ensuring that the site at which Services are to be performed is safe, compliant, and suitable for the performance of those Services, including compliance with all applicable health and safety laws and regulations.

9.2 The Customer must provide CAC with all information, documentation, and access necessary to enable CAC to perform the Services efficiently, including accurate specifications, drawings, operating parameters, and any relevant history of the equipment or system.

9.3 The Customer must ensure that all equipment is accessible, properly isolated where required, and in a condition suitable for servicing, and must ensure that all required utilities and services are available at the time of CAC's attendance.

9.4 CAC is entitled to refuse to perform Services where site conditions are unsafe, non-compliant, or materially different from those anticipated. Any delay or additional work arising from such conditions will constitute a Variation.

9.5 The Customer indemnifies CAC against all loss, damage, cost, or liability arising from site conditions, including any failure by the Customer to meet its obligations under this clause.

10. COMPLIANCE AND STANDARDS

10.1 The Customer must clearly identify, at the time of quotation, any applicable standards, codes, regulatory requirements, or compliance obligations that apply to the Goods or Services.

10.2 CAC is entitled to rely on the information provided by the Customer in preparing its quotation and is not responsible for compliance with any requirement that is not expressly disclosed prior to quotation.

10.3 Where additional or changed compliance requirements arise after quotation, this will constitute a Variation and CAC is entitled to adjust the Price and any delivery or completion timelines accordingly.

11. PROJECT WORKS AND INSTALLATION

11.1 Any programme, timeline, or sequencing of work provided by CAC is indicative only and is subject to change depending on site conditions, access, coordination with other contractors, and other factors outside CAC's control.

11.2 The Customer acknowledges that CAC's ability to perform is dependent on the timely performance of obligations by the Customer and any third parties engaged on the site. CAC is not responsible for any delay caused by the Customer or third parties.

11.3 Where delays occur due to the Customer, third parties, or site conditions, CAC is entitled to extend delivery or completion timelines and to recover all additional costs incurred, including labour, standby time, remobilisation, and any associated inefficiencies.

12. RISK, TITLE AND SECURITY

12.1 Risk in the Goods passes to the Customer upon delivery or deemed delivery in accordance with these Terms.

12.2 Title to the Goods remains with CAC until all Amounts Owing have been paid in full.

12.3 The Customer grants CAC a security interest in all Goods supplied and all proceeds of those Goods in accordance with the Personal Property Securities Act 1999, securing all obligations of the Customer to CAC.

13. REPOSSESSION AND ENTRY

13.1 Where the Customer is in default, CAC may, without prejudice to any other rights, enter any premises where Goods are located for the purpose of inspecting, repossessing, or removing those Goods.

13.2 The Customer must ensure that CAC has access to such premises and must not obstruct or interfere with CAC in exercising its rights.

13.3 The Customer indemnifies CAC against any loss, damage, or liability arising from the exercise of its rights under this clause, including any damage to property during entry or removal.

14. WARRANTIES

14.1 CAC warrants that it will use reasonable skill and care in the performance of Services and will remedy any defect in Goods or Services where a valid claim is made within the applicable timeframe.

14.2 CAC may, at its discretion, repair, replace, or credit the value of any defective Goods or Services. This remedy is the Customer's sole and exclusive remedy.

14.3 Any warranty is conditional upon the Goods being properly installed, operated, and maintained in accordance with CAC's instructions and industry standards, and will be void where defects arise from misuse, neglect, modification, or external factors beyond CAC's control.

14.4 CAC does not warrant that any system or equipment will operate uninterrupted or error-free and is not liable for any loss arising from equipment failure, reduced performance, or downtime.

15. CANCELLATION

15.1 CAC may, at its discretion, agree to cancellation of any Contract or order.

15.2 Where cancellation is accepted, the Customer must pay an amount representing a genuine pre-estimate of CAC's loss, including costs incurred, committed supplier costs, and loss of margin.

15.3 Such amount may include, where applicable, a percentage of the Contract Price reflecting the stage of completion and the nature of the Goods or Services.

16. AIRCARE AND AIR UTILITY

16.1 AirCare and Air Utility services are priced based on assumed operating conditions, including usage levels, load profiles, and environmental conditions. CAC may adjust pricing where actual conditions differ materially from those assumptions.

16.2 Under any Air Utility arrangement, CAC retains ownership of all equipment at all times, and the Customer acknowledges that it has no ownership interest in that equipment.

16.3 CAC does not guarantee that any compressed air system or equipment will operate uninterrupted, error-free, or at any particular level of performance. The Customer acknowledges that mechanical and electrical equipment is subject to failure, wear, and operational variability. To the maximum extent permitted by law, CAC is not liable for any loss, damage, cost, or expense arising from any interruption, failure, or reduction in performance of the equipment, including any loss of production, revenue, profit, or business opportunity. 16.4 Where an Air Utility arrangement is terminated early by the Customer, or terminated by

CAC due to default, the Customer must pay all outstanding amounts together with CAC's reasonable estimate of loss, including recovery of capital, costs, and margin associated with the remaining term.

17. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

17.1 All intellectual property rights in any materials, drawings, designs, specifications, or documentation provided by CAC remain the exclusive property of CAC.

17.2 The Customer must keep all such information confidential and must not use, reproduce, or disclose it to any third party without CAC's prior written consent.

18. LIABILITY AND INDEMNITY

18.1 To the maximum extent permitted by law, CAC is not liable for any indirect or consequential loss, including loss of profit, production, revenue, or business interruption.

18.2 CAC's total liability arising out of or in connection with any Contract is limited to the Price paid for the relevant Goods or Services.

18.3 The Customer indemnifies CAC against all claims, losses, and liabilities arising from the use or misuse of the Goods or Services or any breach of these Terms.

19. ASSIGNMENT

19.1 The Customer must not assign, transfer, or subcontract any of its rights or obligations under the Contract without the prior written consent of CAC.

19.2 CAC may assign or subcontract its rights or obligations at its discretion without the consent of the Customer.

20. GENERAL

20.1 These Terms constitute the entire agreement between the parties and supersede all prior discussions or agreements.

20.2 Any amendment or variation to these Terms must be made in accordance with clause 2.4.

20.3 These Terms are governed by the laws of New Zealand.