



STANDARD TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1. Unless expressly agreed otherwise in writing by an authorised representative of Airwork:
 - 1.1.1. these Terms and Conditions apply to the sale, supply and/or manufacture of all Goods and Services by Airwork and prevail over the terms of any other document, including any terms sought to be imposed by the Customer;
 - 1.1.2. notwithstanding anything to the contrary in any Order, the making of an Order will be deemed as acceptance by the Customer of these Terms and Conditions; and
 - 1.1.3. no action by Airwork will be deemed to be acceptance by Airwork of any terms proposed by the Customer or a waiver by Airwork of these Terms and Conditions or any provision contained in them.

2. ACCEPTANCE AND VARIATIONS

- 2.1. Airwork will not be deemed to have accepted any Order until it provides a formal written acceptance (which may be by way of email) or commences the provision of Services or supply of Goods pursuant to the Order.
- 2.2. Any requested variation to the Goods or Services required to be supplied by an Order must be notified to Airwork in writing by the Customer. If Airwork agrees to such variation in writing, the estimated or quoted price for the Contract will be adjusted accordingly.

3. PRICE

- 3.1. Any quoted price remains fixed for 30 days or for such other period as is specified. Once the relevant period expires without an Order being placed and Airwork accepting the same, all prices may change without notice at any time.
- 3.2. Where no fixed price has been quoted, all Orders for Goods and / or Services will be charged at the prices prevailing at the date of delivery of Goods and/or performance of Services.
- 3.3. Notwithstanding any other provision of the Contract, if the final price is dependent on the condition of any Component (including where being provided for exchange), the price will be determined following inspection of that Component and final determination of the Services and / or Goods required to complete the Order by Airwork.
- 3.4. Where the Customer requests Airwork to estimate the quantity of Goods to be supplied or manufactured from sketches, plans, schedules, specifications or otherwise, the Customer agrees to pay for any variation between the estimated and actual quantities used or, as the case may be, supplied.
- 3.5. Unless otherwise specified, all prices given are exclusive of GST which shall (if applicable) be payable in addition to those prices.
- 3.6. All prices are exclusive of freight costs, insurance charges, duties, installation and maintenance costs unless otherwise agreed by Airwork and the Customer in writing.
- 3.7. Unless otherwise agreed by Airwork, all parts required for the provision of any Services will be supplied by Airwork. Where it is agreed that parts are to be supplied by the Customer, Airwork will charge a surcharge equivalent to 25% of the retail price of the supplied parts. Such Customer-supplied parts will, in all respects, be at the sole risk and cost of the Customer and the Customer releases Airwork from, and indemnifies Airwork against, any loss, cost, claim or expense arising out of or in respect of the fitting, operation or use of such parts.
- 3.8. The Customer shall, upon invoice by Airwork, pay storage costs (as reasonably determined by Airwork) for any period in which any Goods or Components are in Airwork's possession or in any Airwork Facility:
 - 3.8.1. after the required delivery period determined under clause 5.3 and where the Customer has not promptly provided instructions or consent for the transfer of the Goods or Components or, as the case may be, completion of the Services; or
 - 3.8.2. at any time in respect of any other property deposited or left with Airwork by, or on behalf of, the Customer and in respect of which no instruction for Services has been given to Airwork.



4. TERMS OF PAYMENT

- 4.1. Except where Airwork has agreed to Credit Terms, Airwork may require payment in full in cleared funds:
 - 4.1.1. at the time of acceptance of the Order; or
 - 4.1.2. prior to the performance of any Services or the delivery to the Customer of any Goods or any Component or other property in respect of which Services have been performed or items manufactured.
- 4.2. Where Goods and/or Services are supplied on Credit Terms, payment is due by the 20th of the month following the date of the relevant invoice or within such other time(s) as may be specified by Airwork.
- 4.3. Payment of all monies must be made without set-off or deduction of any kind, whether or not the Customer believes that it has a claim against Airwork. If the Customer is required by law to deduct or withhold any sum from any amount due, the Customer will pay to Airwork such additional sum as is required to ensure that Airwork receives from the Customer the entire invoiced amount as if no such deduction or withholding had been made.
- 4.4. Airwork may, at its absolute discretion and at any time:
 - 4.4.1. agree to extend or withdraw credit to the Customer;
 - 4.4.2. determine any terms, conditions or limits to apply to the provision of any credit; and
 - 4.4.3. vary, amend or suspend any Credit Terms, including the credit limit.
- 4.5. If any payment received or recovered by Airwork in respect of any Goods or Services is avoided by, or is required to be refunded, repaid or accounted for under, any applicable law (including any law relating to preferences or insolvency), then:
 - 4.5.1. that payment or application will be deemed not to have discharged or affected the liability or obligation in respect of which the payment or application was received or made; and
 - 4.5.2. Airwork and the Customer will, to the maximum extent permitted by law, be deemed to be returned to the position in which each would have been, and will be entitled to exercise all the rights which each would have had, if that payment had not been received or recovered.

5. DELIVERY

- 5.1. Except where Airwork has agreed to deliver any Goods or Component to the Customer's premises, delivery shall take place at Airwork's Facility. Subject to any rights the Customer may have under the Consumer Guarantees Act 1993, Airwork is not liable for, and the Customer releases Airwork from and agrees to indemnify Airwork against, any loss or damage to the Goods or Components during transportation even though such loss or damage may be caused or contributed to by Airwork's negligence or other default, act or omission.
- 5.2. Dates given for shipment or delivery are indicative only. Airwork shall not be liable in any way to the Customer or any other party for any cost, loss, damage or expense sustained or incurred due to any delay.
- 5.3. Airwork will notify the Customer when any Goods and/or Components are available for delivery. The Customer shall take delivery of the Goods and/or Components within 2 business days of such notification or such later period as may be agreed, provided that Airwork has no obligation to release any Goods and/or Components until such time as payment has been received.
- 5.4. No claim in respect of any discrepancy in Goods and/or Components delivered will be accepted, and Airwork will have no liability for the same, unless notified in writing to Airwork within 2 business days of delivery.
- 5.5. Delivery by Airwork to a carrier, or any other third party acting for the Customer, shall be deemed to be delivery to the Customer.
- 5.6. Airwork shall be relieved of all obligations under a Contract in the event of any delay or non-performance arising from any event beyond Airwork's reasonable control including (without limitation) wars, strikes, lockouts, delay or defaults of manufacturers or suppliers, acts of God or nature and any national or global health emergencies or pandemics. Airwork shall have no liability to, and the Customer releases Airwork from, all loss, cost, damage or expense arising from or in consequence of any such delay or non-



performance.

6. DEFAULT

- 6.1. If an Event of Default occurs or Airwork (in its sole discretion) considers that an Event of Default may occur, Airwork may:
 - 6.1.1. demand immediate payment of all or part of any sums owing by the Customer irrespective of the Due Date;
 - 6.1.2. require security for the Customer's obligations to Airwork's full satisfaction before any further work is undertaken or supplies are made to the Customer;
 - 6.1.3. without notice withhold, cease or suspend all work in relation to, or supply of, Goods and Services ordered or requested by the Customer; and/or
 - 6.1.4. cancel any Contract and seek appropriate remedies (including damages) from the Customer.
- 6.2. Without prejudice to Airwork's other remedies, the Customer shall pay interest on all sums not paid on or by the Due Date, calculated and compounded daily on the amount due from the Due Date until the actual date of payment at a rate equal to 1.5% per month.
- 6.3. The following shall constitute **Events of Default**:
 - 6.3.1. the Customer failing to, or intimating that it will not, pay any sum by the Due Date;
 - 6.3.2. the seizure of any Goods by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods;
 - 6.3.3. any Goods or Components in respect of which Services have been provided in the possession of the Customer are damaged while any sum due from the Customer to Airwork remains unpaid;
 - 6.3.4. the Customer becomes bankrupt, insolvent or is put into liquidation, a receiver or administrator is appointed to the Customer or any of the Customer's assets or the Customer gives notice of a proposed compromise with all or any of its creditors;
 - 6.3.5. a Court judgment is entered against the Customer and remains unsatisfied for 7 days);
 - 6.3.6. any material adverse change occurs (in Airwork's opinion) in the financial position of the Customer;
 - 6.3.7. the Customer no longer carries on business or threatens to cease carrying on business;
 - 6.3.8. ownership or effective control of the Customer is transferred or the nature of the Customer's business is materially altered; or
 - 6.3.9. the Customer, in Airwork's opinion, acts unreasonably in delaying delivery or refusing to accept delivery of any Goods, Component or Services.
- 6.4. The Customer agrees to indemnify Airwork against all costs, including costs on a solicitor-client basis and debt collectors' costs, incurred in the recovery, or attempted recovery, of assets or outstanding amounts and the enforcement of these Terms and Conditions.

7. OWNERSHIP AND RISK

- 7.1. In this clause 7 unless context otherwise requires:
 - 7.1.1. **PPSA** means the Personal Property Securities Act 1999; and
 - 7.1.2. The terms **accession, collateral, Purchase Money Security Interest, financing change statement, financing statement, security interest, and verification statement** have the meanings given to them in the PPSA.
- 7.2. Risk in the Goods shall pass to the Customer on delivery in accordance with clause 5.1. Risk in any Component remains with the Customer throughout the period in which the Component is in Airwork's care, custody or control or in transit to, from or between any Airwork Facility. The Customer releases Airwork from, and will indemnify Airwork for, any and all liability in respect of any damage to any Goods or Component arising while the risk in such Goods or Component lies with the Customer.
- 7.3. The Customer shall:



- 7.3.1. at all times maintain appropriate insurance including transit, hull and liability and product liability insurances, to the extent relevant, over any Component whilst the same is in transit or in Airwork's care, custody or control;
 - 7.3.2. where payment has not been made for any Goods at the time of delivery by Airwork (and accordingly title has not passed to the Customer), insure the Goods in the name of Airwork and the Customer for their respective interests and, if requested, provide evidence of such insurance to Airwork.
- 7.4. Notwithstanding any period of credit granted by Airwork, legal and beneficial title and ownership of any and all Goods supplied or manufactured by Airwork passes to the Customer only when the Customer has made payment in full in cleared funds for all Goods and Services provided by Airwork and for any other amounts owing by the Customer to Airwork from time to time.
- 7.5. For the avoidance of doubt, clause 7.4 also applies to Goods which are or have been attached to, fixed, installed, mixed or incorporated in any way into any Component or other goods of the Customer or in any goods over which the Customer has rights.
- 7.6. Until title / ownership in any Goods passes to the Customer, the Customer holds the Goods as fiduciary, bailee and agent for Airwork and will (to the extent possible) store the Goods in such manner that they are clearly identifiable as the property of Airwork and will keep separate records in respect of such Goods.
- 7.7. In consideration of Airwork providing Goods and/or Services to the Customer and for the purposes of section 36(1) of the PPSA, the Customer grants to Airwork the following security interests:
 - 7.7.1. a Purchase Money Security Interest over the Goods and the proceeds of the sale of the Goods existing until all amounts owed by the Customer in respect of those Goods is paid in full;
 - 7.7.2. a security interest over all Goods and their proceeds until Airwork discharges such security interest; and
 - 7.7.3. a security interest in all the Customer's present and after acquired property.
- 7.8. Each security interest is a continuing interest irrespective of whether there may be monies or obligations owing by the Customer to Airwork at a particular time.
- 7.9. Airwork may register a financing statement in respect of its security interests. The Customer waives its right to receive a copy of any verification statement confirming registration of a financing statement or financing change statement.
- 7.10. The Customer agrees to do anything Airwork reasonably requires to ensure Airwork has perfected security interests, including signing any further documents and/or providing any further information (such information to be complete, accurate and up to date in all respects), as Airwork may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register.
- 7.11. The Customer gives irrevocable authority to Airwork to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after an Event of Default has occurred, or before an Event of Default occurs if Airwork believes such default is likely, and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are installed or incorporated. Airwork will not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless such liability cannot be excluded by statute. Airwork may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all liabilities and expenses (including legal expenses, enforcement, repossession, storage and selling costs) incurred by Airwork in enforcing, or attempting to enforce, its rights under these Terms and Conditions) or may retain any repossessed Goods and credit the Customer's account with the invoice value of such Goods less such sum as Airwork determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs and expenses of Airwork.
- 7.12. Where Goods are retained by Airwork pursuant to clause 7.11, the Customer waives the right to receive notice under section 120 of the PPSA and to object under section 121 of the PPSA.



- 7.13. The Customer waives its rights under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 132, 133 and 148 of the PPSA.
- 7.14. Airwork may in its discretion allocate any payment received from the Customer towards any interest, costs, invoice or portion of an invoice that Airwork determines (and in any order that Airwork determines) and may do so at the time of receipt or at any time afterwards and on default by the Customer, Airwork may reallocate any payments previously received and allocated. In the absence of any payment allocation by Airwork, payment shall be deemed to be allocated in such manner as preserves the maximum value of Airwork's Purchase Money Security Interest in the Goods.
- 7.15. Notwithstanding anything in this clause 7, Airwork shall have a particular and general lien over all property of the Customer that is in, or which comes into, its possession and for all sums due to it at any time whether or not such sums are overdue for payment. These rights are in addition to, and not in substitution for, any rights that Airwork may have under the PPSA and the exercise of rights either under such lien or under the PPSA shall not constitute a waiver of any other rights or give rise to an estoppel against Airwork.

8. CREDITS AND RETURN OF GOODS

- 8.1. Credits sought by the Customer for returned Goods are at Airwork's exclusive discretion.
- 8.2. All Goods returned to Airwork must be:
 - 8.2.1. returned within 7 days of receipt;
 - 8.2.2. returned free into Airwork's store with all transportation charges, insurance costs, taxes, duties and additional charges being borne by the Customer;
 - 8.2.3. in the condition as supplied by Airwork and in Airwork's original containers, all unsoiled and undamaged; and
 - 8.2.4. accompanied by the number and date of the supplying invoice.
- 8.3. All Goods or property returned to Airwork under any warranty or to correct any defect under clause 12 must be returned free into the relevant Airwork's Facility with all transportation charges, insurance costs, taxes, duties and charges being borne by the Customer.

9. SUPPLY FOR BUSINESS PURPOSE

- 9.1. The Customer acknowledges that all Goods and Services are supplied and acquired solely for business purposes, both the Customer and Airwork are in trade and that the Customer and Airwork agree to contract out of the Consumer Guarantees Act 1993 in respect of those Goods and Services.
- 9.2. Notwithstanding clause 9.1, where the Customer is a Consumer for the purposes of the Consumer Guarantees Act 1993, it will promptly notify Airwork and nothing in these Terms and Conditions is intended to contract out of, or limit the application of, the Consumer Guarantees Act 1993.

10. WARRANTIES AND CONDITIONS

- 10.1. This clause 10 shall apply where the Customer is not a Consumer.
- 10.2. Except as provided in any express warranty given by Airwork, no warranty or condition shall be implied against Airwork by any statute, at common law or otherwise and no representation, express condition, warranty or variation of these Terms and Conditions shall be binding on Airwork unless it is in writing and signed by a director or other authorized representative of Airwork.
- 10.3. Airwork warrants the manufacture of any Goods by Airwork against faulty workmanship until the earlier of either 6 months or 300 flight hours from the date of delivery of the Goods to the Customer. Airwork further warrants that any Goods manufactured by it will substantially conform with the written specifications and drawings supplied by the Customer subject to any variations expressly agreed in advance and in writing between Airwork and the Customer.
- 10.4. If Goods are to be supplied to the Customer's design or specifications, the Customer warrants to Airwork that the manufacture and / or supply of such Goods by Airwork will not infringe any patent, copyright, registered design or other rights of any person. The Customer agrees to indemnify Airwork for any liability it incurs (including any costs and expenses) as a result of any claim that the manufacture or



supply of Goods infringes any patent, copyright, registered design or other rights of any other person.

11. CONSUMER GUARANTEES ACT 1993

- 11.1. This clause 11 only applies where the Customer is a Consumer.
- 11.2. If Goods supplied or manufactured or Services provided fail to comply with the guarantees set out in the Consumer Guarantees Act 1993, Airwork will comply with its obligations under the Consumer Guarantees Act 1993.
- 11.3. With the exception of the guarantees contained in the Consumer Guarantees Act 1993, no other warranty or condition shall be implied against Airwork by any other statute, at common law or otherwise and no representation, express condition, warranty or variation of the Terms and Conditions shall be binding on Airwork unless it is in writing and signed by a director or other authorized representative of Airwork.

12. CLAIMS

- 12.1. This clause 12 shall apply where the Customer has a claim which is not subject to the Act.
- 12.2. Where Goods are returned by the Customer due to alleged defect or if the Customer is making a claim for defective or inadequate provision of Services, Airwork may, in its sole discretion (if it accepts the claim), repair the Goods, remedy such defect or make a reasonable allowance on the purchase from, or performance by, Airwork of replacement Goods or Services, provided that the following conditions are met:
 - 12.2.1. all claims must be received by Airwork within 7 days of either the date of delivery of the Goods to the Customer or the date of completion of the Services by Airwork;
 - 12.2.2. all claims must be accompanied by the number and date of supplying invoices;
 - 12.2.3. all claims must specifically identify the defect and, if applicable, be accompanied by the defective Goods or other property; and
 - 12.2.4. Airwork shall have a reasonable opportunity to investigate the claim.
- 12.3. If claims are not received by Airwork in accordance with the requirements specified in subclause 12.2, the Customer shall be conclusively deemed to have accepted the Goods and/or Services and Airwork shall not have any liability whatsoever in relation to the Goods or Services.

13. LIMITATION OF LIABILITY

- 13.1. Airwork's total aggregate liability in respect of, or arising out of, the supply or manufacture of any Goods or Services, whether in contract, tort (including negligence), for breach of statutory duty or otherwise (other than for death or personal injury caused by Airwork's negligence) shall be limited to the total price paid by the Customer for the relevant Goods and/or the Services to which the issue relates during the 12 months immediately preceding the date of the event (or first event in a series) giving rise to the liability. Airwork shall not be liable for any incidental, indirect, special or consequential injury, loss, cost, expense or damage whatsoever and howsoever arising, even if such loss was reasonably foreseeable. Notwithstanding the foregoing, nothing in this subclause is intended to limit or exclude Airwork's liability of the Customer's rights if the Customer is a Consumer for the purposes of the Consumer Guarantees Act 1993.
- 13.2. Airwork shall not be responsible for any damage whatsoever caused either to the Goods supplied and/or manufactured or as a result of the malfunction of such Goods if:
 - 13.2.1. the Goods (or any Component within which the Goods are installed) are fitted by any third party other than Airwork;
 - 13.2.2. the Goods are in any way adapted or put to a use for which they are not specifically intended;
 - 13.2.3. the Goods are added to or repaired using components not recommended or approved by the manufacturer of such Goods; or
 - 13.2.4. the Goods are improperly or inadequately transported, operated or stored.

14. GENERAL PROVISIONS



- 14.1. To the extent any personal information relating to the Customer (or its directors or shareholders) is collected by Airwork in connection with these Terms and Conditions, such information will be handled in accordance with the Privacy Act 2020 and Airwork's privacy policy available on its website.
- 14.2. If any of these Terms and Conditions or the terms and conditions of any Contract are held by a Court to be invalid, void or ineffective by virtue of illegality or otherwise, such terms or conditions, or part of them, shall be severed from all other terms and conditions without affecting the validity or enforceability of all other terms and conditions or part of them.
- 14.3. The Customer may not assign, transfer or otherwise deal with any Contract without Airwork's prior written consent.
- 14.4. The Customer acknowledges that Goods manufactured or supplied by Airwork may be subject to export control laws, rules and regulations of the United States of America, the European Union, New Zealand and other applicable jurisdictions (**Export Control Laws**). The Customer agrees:
 - 14.4.1. to provide to Airwork all necessary and relevant information as may be appropriate to allow Airwork to assess the applicability of Export Control Laws to any sale, manufacture or supply of Goods or Services;
 - 14.4.2. Airwork will not be liable to the Customer for any failure to provide Goods or Services as a result of government or supplier actions that impact Airwork's ability to perform, including:
 - (a) the failure to provide, or the cancellation of, export or re-export licenses;
 - (b) any subsequent interpretation of applicable import, transfer, export or re-export law or regulation after the date of any Order or commitment that has a material adverse effect on Airwork's performance; or
 - (c) delays due to Customer's failure to follow applicable import, export, transfer or re-export laws and regulations;
 - 14.4.3. Airwork may cancel any Contract that Airwork reasonably believes may be in breach of any Export Control Laws; and
 - 14.4.4. to comply strictly with all applicable Export Control Laws in relation to any sale, resale, transfer, supply or disposition of any Goods supplied by Airwork and to assume sole responsibility for obtaining licenses to export or re-export as may be required and will indemnify Airwork for any loss or liability Airwork incurs as a result of the Customer's failure to comply with these requirements.
- 14.5. Airwork may vary these Terms and Conditions from time to time and the Customer agrees that any such variation will be effective from the date of publication of such terms on Airwork's website or any earlier delivery or notification to the Customer. It is the Customer's responsibility to review the terms prior to placing any Order or entering into any Contract.
- 14.6. All Contract and these Terms and Conditions are governed by the laws of New Zealand and the Courts of New Zealand have exclusive jurisdiction in connection with any disputes which may arise.

15. INTERPRETATION

- 15.1. Unless the context requires otherwise, in these Terms and Conditions:

Airwork means Airwork (NZ) Limited and its successors and assigns.

Airwork Facility means the Airwork facility at which the Goods are to be manufactured or supplied or Services are to be performed as determined in the applicable Contract or by Airwork.

Component means any item (including an aircraft or any part of an aircraft) belonging to the Customer in respect of which the Customer has requested Airwork to provide Services (including an exchange of parts), which may include the installation of Goods.

Contract means any contract between Airwork and the Customer comprising these Terms and Conditions together with any relevant quote or estimate provided by Airwork, any documents or materials either provided by the Customer or which Airwork intends to be part of such contract, and the Order placed by the Customer (but excluding any Customer terms not expressly accepted by Airwork).



Consumer means a consumer as defined in Section 2 of the Consumer Guarantees Act 1993 but does not include a Customer who, by clause 9 of these Terms and Conditions, has contracted out of that Act.

Credit Terms means any credit terms provided by Airwork to the Customer from time to time for payment for any Goods and / or Services.

Customer means any purchaser of Goods or Services from Airwork.

Due Date means the due date for payment to Airwork.

Event of Default has the meaning given to it in clause 6.

Goods means all goods supplied or, as the case may be, manufactured by Airwork, including as part of the provision of any Services.

GST means Goods and Services Tax in accordance with the Goods and Services Tax Act 1985 or any other applicable consumption tax applicable to the sale or supply of Goods and/or Services.

Order means any purchase order issued by the Customer for the design, manufacture or supply of Goods and / or Services by Airwork. An order is an irrevocable offer by the Customer to purchase the stated Goods and Services in accordance with these Terms and Conditions and such other conditions as Airwork may agree.

Services means all services of any nature provided by Airwork to the Customer.

Terms and Conditions means these Terms and Conditions together with any Credit Terms (if applicable).

These Terms and Conditions are effective from October 2021.