



Pneu-Assure Terms & Conditions



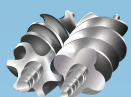
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INDUSTRIAL
AIR SYSTEMS NZ

TRANSPARENCY • RELIABILITY • COMMITMENT



INDUSTRIAL AIR SYSTEMS NZ

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INDUSTRIAL AIR SYSTEMS NZ LIMITED | AUCKLAND | CHRISTCHURCH | TIMARU
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Pneu-Assure Standard Warranty

Definitions

Pneutech means any member or distributor of Pneutech NZ Limited (Industrial Air Systems NZ Ltd)

Customer means any customer of Pneutech or it's member companies for which a Pneu-Assure Master Maintenance Plan or Pneu-Assure Lifetime Guarantee or Pneu-Assure 10-Year Guarantee or Pneu-Assure Standard Warranty is being offered.

Pneu-Assure Master Maintenance Plan means a detailed service contract with all aspects of the customer's specific consumable requirements.

Code of Compliance means the Pneu-Assure Master Maintenance Code of Compliance.

Pneutech warrants its products to the first retail purchaser, to be free from defects in material and workmanship and against loss of capacity due to wear, subject to the following provisions:

Warranty Duration

The warranty period for applicable Pneutech products is as follows:

1. **Compressor Air End** - 24 months from the date of commissioning by a Pneutech authorized distributor or 27 months from the date of shipment by Pneutech, whichever is the first to occur.
2. **Other Compressor Components** - 12 months from date of commissioning by a Pneutech authorized distributor or 15 months from the date of shipment by Pneutech, whichever is the first to occur.
3. **Parts replaced under warranty** - remainder of the original warranty period for the replaced part
4. **Parts, accessories and attachments sold separately from compressors, excluding warranty replacement parts** - 12 months from date of invoice to the first user. Includes equipment such as (but not limited to) refrigerated dryers, generators, filtration, air receivers.

Registration and Obtaining Warranty Service

The purchaser, or authorized Pneutech distributor on his behalf, must complete and return the warranty registration form (or commissioning report/Pneutech handover certificate) within 10 days of commissioning date and 60 days from date of shipment from Pneutech to initiate the warranty (whichever is the first to occur). If the warranty registration is not initiated in this manner the warranty will be null and void.

Service under this warranty is obtained by contacting Pneutech before the expiration of the warranty.

Pneutech Obligations

Pneutech will repair or replace, at Pneutech discretion, any defective part, pay the reasonable labour cost of making the repair or installing the replacement part, pay overland freight for the return of defective parts and shipment of replacement parts.

Customer's Obligations

Performance of proper maintenance as indicated in the Pneu-Assure Code of Compliance and/or Pneu-Assure Master Maintenance Plan and/or the operation manual provided with the equipment, a copy of which is made part of this contract. Provide any claim for warranty in writing to Pneutech within the warranty period. The customer is also responsible for the following: the cost of normal maintenance and

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maintenance items, the consequences of service performed by someone other than a party authorized to perform warranty service if such service, in the judgment of Pneutech, has adversely affected the performance of the compressor, the consequences of negligence, misuse, accident, installation, or storage. The consequence of compressor lubrication neglect as manifested by varnishing, pitting, erosion of the rotors or stator or both. Any premium for overtime labour requested by purchaser to make warranty repairs and any premium freight cost to ship warranty replacement parts. Costs incurred in gaining access to the compressor such as overcoming barriers such as walls, fences or similar structures or the construction of ramps or lifts necessary for removal or reinstallation of the compressor, incidental travel costs such as tolls, meals, lodging and similar.

Exclusions and Limitations

Oil leaks except oil leaks that require no more than tightening joints will be covered under warranty for a period of 60 days from start up. Including but not limited to electric motors, drives and driers unless specifically and otherwise identified in this warranty Pneutech obligation shall not apply to components not of its own manufacture and is only to extend to the purchaser the warranty provided to Pneutech by the component supplier. Disassembly of the air compressor air end will void the compressor air end warranty and render the air end ineligible for exchange. The attachment of accessories or service parts not supplied or recommended by Pneutech may void the warranty of the product.

Pneutech warranty does not cover the cost of hire equipment in the event of machine failure. Any failure of equipment due to external incidents (eg power surges, faulty power supply), are not covered by warranty.

Any warranty shall cease and be at an end if the goods are taken out of New Zealand, unless a specific international warranty is provided by the manufacturer. In such case the terms of the warranty shall be limited to the specific terms of the manufacturer's warranty.

THIS WARRANTY IS PNEUTECH'S ONLY WARRANTY OF ITS PRODUCTS AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. PNEUTECH HAS NO OBLIGATION UNDER THIS WARRANTY OR OTHERWISE (REGARDLESS OF THE FORM OF ACTION) FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOST INCOME, WHETHER SUFFERED BY THE BUYER OR A THIRD PARTY. THE TOTAL RESPONSIBILITY OF PNEUTECH FOR CLAIMS, LOSSES, LIABILITIES OR DAMAGES, WHETHER IN CONTRACT OR TORT, ARISING OUT OF OR RELATED TO ITS PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE OF THE COVERED PRODUCT.

This warranty applies to all Pneutech products and supersedes previous warranty policies. In the event of any conflict between this warranty and earlier warranty statements, the terms of this warranty will prevail.

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Pneu-Assure 10-Year Guarantee

Pneutech fixed-speed and oil-free rotary screw air compressors purchased after 17 June 2025 are eligible for a full 10 year/20,000 hour Guarantee*

Simply engage the competitively priced Pneutech Master Maintenance plan for the term of the guarantee and receive up to 10 years of worry-free operation. * We do the rest.

A premium warranty for a premium product.

10-Year Guarantee covers the following major Pneutech rotary screw components:

- ✓ Rotor Air End (excluding oil seal)
- ✓ Electric Motor
- ✓ Oil Separator Tank

Definitions

Pneutech means any member or distributor of Pneutech NZ Limited (Industrial Air Systems NZ Ltd)

Customer means any customer of Pneutech or it's member companies for which a Pneu-Assure Master Maintenance Plan or Pneu-Assure 10-Year Guarantee or Pneu-Assure Standard Warranty is being offered.

Pneu-Assure Master Maintenance Plan means a detailed service contract with all aspects of the customer's specific consumable requirements.

Code of Compliance means the Pneu-Assure Master Maintenance Code of Compliance.

Pneutech hereby offers the following 10-Year Guarantee to the first retail purchaser a RSCRG, RSCRGPM, RSCRD, RSCRM model rotary screw compressor. The 10-Year Guarantee is limited and applies to specific components as detailed below.

The terms, conditions and limitations contained in the Pneu-Assure Standard Warranty apply to the 10 Year Guarantee, and that warranty is herein incorporated by reference.

Component Coverage

Pneutech undertake to cover parts and labour to repair or replace as deemed necessary solely by Pneutech, the following components:

- a. Rotor Air End (excluding oil seal)
- b. Electric Motor
- c. Oil Sump Tank

10-Year Guarantee excludes shaft seals, and all other components as covered by Pneu-Assure Standard Warranty of 12 months. Normal wear and tear, and consumable parts included in the customer's Pneu-Assure Master Maintenance Plan (eg air and oil filters, oil, separator elements, valves, hoses and belts) are excluded.

Duration

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The 10-Year Guarantee is a 5+5 guarantee (or 20,000 hours, whichever comes first), the first 5 years being conditional on the customer having a Pneu-Assure Master Maintenance Plan in place with Pneutech within 10 days from the date the compressor was first purchased.

The second 5 year guarantee period will be offered with a further 5 year Pneu-Assure Master Maintenance plan and is conditional on signing of such contract between Pneutech and the customer.

The 10 Year Guarantee is for a maximum of 10 years, or 20,000 machine operating hours, whichever comes first. The 10 Year Guarantee runs concurrently with the first 12 months of the Pneu-Assure Standard Warranty, and begins from the date of commissioning of the compressor to the original retail purchaser as evidenced by required warranty registration documents. Parts repaired or replaced under warranty are warranted for the remainder of the warranty period applicable to the replaced part.

In such circumstances as the customer does not wish to sign a 5 year Pneu-Assure Master Maintenance Plan, the portion of the 10 Year Guarantee shall only run for the same period as the Pneu-Assure Master Maintenance Plan.

Registration and Obtaining Warranty Service

The 10 Year Guarantee registration, commissioning report and Pneu-Assure Master Maintenance Plan supplied with the compressor must be completed and returned within 10 days of commissioning to register the compressor in to the 10 Year Guarantee. Eligibility for the 10 Year Guarantee will expire 60 days after shipment of the product from Pneutech and can only be re-established by application to the Pneutech Product Support department which may require a paid on-site inspection before granting. Service under this warranty is obtained by contacting Pneutech before expiration of the warranty.

10 Year Guarantee is conditional on final acceptance that the compressor installation, environment and work duty meets the Pneu-Assure Code of Compliance and is at the full discretion of Pneutech.

Pneutech Obligations

Pneutech will repair or replace, at Pneutech discretion, any defective part covered by the 10 Year Guarantee, pay the reasonable labour cost of making the repair or installing the replacement part when coverage includes labour, pay overland freight for the return of defective parts and shipment of replacement parts.

Customer's Obligations

In addition to the responsibilities detailed in the Pneu-Assure Standard Warranty, the 10 Year Guarantee requires that the purchaser installs electric motor thermal protection and VSD line protection.

The scheduled and non-scheduled maintenance as set out in the Master Maintenance Plan may only be performed by Pneutech or its authorised agent, using only Pneutech supplied service parts and lubricants.

Proof of compliance with these terms must be available and rendered upon request in the event of a claim under this warranty.

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Pneu-Assure Lifetime Guarantee

Pneutech permanent magnet rotary screw air compressors, purchased after 16 June 2025, are eligible for a Lifetime Guarantee*

Simply engage the competitively priced Pneutech Master Maintenance plan for the term of the guarantee and receive a lifetime of worry-free operation.* We do the rest.

A premium warranty for a premium product.

Lifetime Guarantee covers the following major Pneutech rotary screw components:

- ✓ Rotor Air End (excluding oil seal)
- ✓ Electric Motor
- ✓ Oil Separator Tank

Definitions

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Customer means any customer of Pneutech or it's member companies for which a Pneu-Assure Master Maintenance Plan or Pneu-Assure Lifetime Guarantee or Pneu-Assure Standard Warranty is being offered.

Pneu-Assure Master Maintenance Plan means a detailed service contract with all aspects of the customer's specific consumable requirements.

Code of Compliance means the Pneu-Assure Master Maintenance Code of Compliance.

Pneutech hereby offers the following Lifetime Guarantee to the first retail purchaser a RSCRPM, RSCRAPM, RSCREPM model rotary screw compressor. The Lifetime Guarantee is limited and applies to specific components as detailed below.

The terms, conditions and limitations contained in the Pneu-Assure Standard Warranty apply to the Lifetime Guarantee, and that warranty is herein incorporated by reference.

Component Coverage

Pneutech undertake to cover parts and labour to repair or replace as deemed necessary solely by Pneutech, the following components:

- a. Rotor Air End (excluding oil seal)
- b. Electric Motor
- c. Oil Sump Tank

Lifetime Guarantee excludes shaft seals, and all other components as covered by Pneu-Assure Standard Warranty of 12 months. Normal wear and tear, and consumable parts included in the customer's Pneu-Assure Master Maintenance Plan (eg air and oil filters, oil, separator elements, valves, hoses and belts) are excluded.

Duration

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The Lifetime Guarantee is for unlimited hours, being conditional on the customer having a current, and signed Pneu-Assure Master Maintenance Plan which must have been in place 10 days from the date the compressor was first purchased.

The Lifetime Guarantee runs concurrently with the first 12 months of the Pneu-Assure Standard Warranty, and begins from the date of commissioning of the compressor to the original retail purchaser as evidenced by required warranty registration documents. Parts repaired or replaced under warranty are warranted for the remainder of the warranty period applicable to the replaced part.

In such circumstances as the customer does not wish to sign a Lifetime Pneu-Assure Master Maintenance Plan, the portion of the Lifetime Guarantee shall only run for the same period as the Pneu-Assure Master Maintenance Plan.

Registration and Obtaining Warranty Service

The Lifetime Guarantee registration, commissioning report and Pneu-Assure Master Maintenance Plan supplied with the compressor must be completed and returned within 10 days of commissioning to register the compressor in to the Lifetime Guarantee. Eligibility for the Lifetime Guarantee will expire 60 days after shipment of the product from Pneutech and can only be re-established by application to the Pneutech Product Support department which may require a paid on-site inspection before granting. Service under this warranty is obtained by contacting Pneutech before expiration of the warranty.

Lifetime Guarantee is conditional on final acceptance that the compressor installation, environment and work duty meets the Pneu-Assure Code of Compliance and is at the full discretion of Pneutech.

Pneutech Obligations

Pneutech will repair or replace, at Pneutech discretion, any defective part covered by the Lifetime Guarantee, pay the reasonable labour cost of making the repair or installing the replacement part when coverage includes labour, pay overland freight for the return of defective parts and shipment of replacement parts.

Customer's Obligations

In addition to the responsibilities detailed in the Pneu-Assure Standard Warranty, the Lifetime Guarantee requires that the purchaser installs electric motor thermal protection and VSD line protection.

The scheduled and non-scheduled maintenance as set out in the Master Maintenance Plan may only be performed by Pneutech or its authorised agent, using only Pneutech supplied service parts and lubricants.

Proof of compliance with these terms must be available and rendered upon request in the event of a claim under this warranty.

* Lifetime Guarantee refers to an expected lifetime of up to 100,000 operating hours and is conditional upon acceptable environmental and operating conditions as set out in the Pneutech Code of Compliance

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Pneutech Code of Compliance

Definitions

Pneutech means any member or distributor of Pneutech NZ Limited (Industrial Air Systems NZ Ltd)

Customer means any customer of Pneutech or it's member companies for which a Pneu-Assure Master Maintenance Plan or Pneu-Assure Lifetime Guarantee or Pneu-Assure Standard Warranty is being offered.

Pneu-Assure Master Maintenance Plan means a detailed service contract with all aspects of the customer's specific consumable requirements.

The terms, conditions and limitations contained in the Pneu-Assure Standard Warranty, the Pneu-Assure 10 Year Guarantee, Pneu-Assure Lifetime Guarantee, and the Pneu-Assure Master Maintenance Plan are herein incorporated by reference.

Physical Conditions

- ✓ The compressor must be installed on a level surface, preferably concrete.
- ✓ The compressor must be installed by an approved Pneutech installer, unless otherwise specified in writing prior to installation.
- ✓ The compressor must have adequate space between the wall and the compressor, in accordance with manufacturer's instructions and working drawings supplied or on the recommendations of Pneutech approved installer.
- ✓ The compressor must be protected from the weather, and not installed outside unless in a custom built external compressor enclosure.
- ✓ Adequate fresh air ventilation must be provided to the compressor enclosure to keep the ambient temperature $\leq 40^{\circ}\text{C}$.
- ✓ Hot exhaust air must be ducted outside the compressor enclosure to keep the ambient temperature $\leq 40^{\circ}\text{C}$.
- ✓ In the event that conventional ducting and venting cannot be achieved, the customer is to undertake to provide adequate cooling for the compressor enclosure. Failure to do so may result in the compressor shutting down from overheat, and making void the warranty.
- ✓ Appropriate power protection measures must be in place, as specified in the Pneu-Assure Standard Warranty.
- ✓ Suitability of the installation will be at Pneutech's sole discretion. Failure to adhere to recommendations made by Pneutech which result in machine breakdown, will void the terms and conditions of all Pneu-Assure warranties.

Maintenance and Good Practice

- ✓ The customer is to undertake daily checks of all equipment, and record parameters as per checklists provided by Pneutech at time of installation.
- ✓ Compressors and other equipment supplied by Pneutech must be regularly maintained as per the Pneu-Assure Master Maintenance Plan
- ✓ For water-cooled compressors, suitable water quality as detailed overleaf, must be maintained at all times. The customer is responsible for all costs and tests to ensure the water quality is within the specifications.
- ✓ The compressor may not be moved without Pneutech's prior approval, and inspection of new premises may be required.

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Water Quality for Water-Cooled Compressors

- Water pump selection should be made to allow for enough flow and water lift
- Water quality should be tested monthly and any appropriate treatment measures taken immediately
- Pressure supply of the cooling water should be between 3.0 bar and 6.0 bar, and the pressure difference between inlet and return water should be greater than 1.5 bar
- Maximum cooling water inlet temperature is 35°C, minimum 15°C
- Water flow rate $Q = (kW / (4.2 \times DT)) \times 3.6$ tons/hour. Generally DT is calculated at 8-10°C
- Cooling water inlet pipe must be installed with a filter 30-40 mesh/cm²
- Avoid deep well water and chiller water for cooling water
- A drain valve must be installed at the end of the cooling water supply pipe

Do not use low-temperature chilled water for cooling. It will cause condensation and affect the service life of the air end, and void any warranties or guarantees.

The following test standards must be maintained

Description	Unit	Cooling Water	Add Water
PH (25°C)	μS/cm	6.5 – 8.0	6.5 – 8.0
Electrical conductivity (25°C)	mg/l	<800	<200
Total hardness (CaCO ₃)	mg/l	<200	<50
Acid consumption (CaCO ₃)	mg/l	<100	<50
Chloride ions (Cl ⁻)	mg/l	<200	<50
Sulphate ion (SO ₄ 2 ⁻)	mg/l	<200	<50
Iron (Fe)	mg/l	<1.0	<0.3
Ionic silica (SiO ₂)	mg/l	<50	<30
Sulphide ion (S ²⁻)	mg/l	0	0
Ammonia ion (NH ₄ ⁺)	mg/l	<1.0	<0.2

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Pneu-Assure Master Maintenance

Pneu-Assure Master Maintenance Plan

Pneutech Group's exclusive Pneu-Assure Master Maintenance service plan provides a complete maintenance programme to guarantee the continuity and quality of your compressed air supply. Master Maintenance not only takes full care of your compressed air plant so that it is kept in pristine operating condition, it ensures that your factory compressed air supply is pumping 24 hours a day, 7 days a week, 365 days a year.

Master Maintenance removes the hassles of organising your own service, the worries and risk of factory breakdowns, and the pressure of locating standby compressed air. Master Maintenance service programme brings complete peace of mind and leaves you free to concentrate on the core issues of your business – productivity.

The Pneu-Assure Master Maintenance plan can be structured around the new screw compressor Pneu-Assure Lifetime Guarantee, or Pneu-Assure 10-Year Guarantee or can be supplied to suit your particular existing compressed air set-up on any make or model, providing it meets the Pneu-Assure Master Maintenance code of compliance.

Pneu-Assure Master Maintenance Plan Terms and Conditions

Definitions

Pneutech means any member or distributor of Pneutech NZ Limited (Industrial Air Systems NZ Ltd)

Customer means any customer of Pneutech or it's member companies for which a Pneu-Assure Master Maintenance Plan or Pneu-Assure Lifetime Guarantee or Pneu-Assure Standard Warranty is being offered.

Pneu-Assure Master Maintenance Plan means a detailed service contract with all aspects of the customer's specific consumable requirements.

Code of Compliance means the Pneu-Assure Master Maintenance Code of Compliance.

1. Pneutech undertake to supply the unparalleled Master Maintenance 'peace of mind' maintenance plan to all air compressors that meet the Pneu-Assure code of compliance.
2. Pneutech will assess, recommend and quote to supply the Master Maintenance plan to suit the customer's compressed air set-up, as detailed in their contract.
3. Each service conducted carries a full 30 day labour and 90 day parts guarantee.
4. At the conclusion of each service the customer will be given a full check list/report qualifying the nature and extent of the service carried out, along with any recommended changes.
5. Pneutech is the sole maintenance provider for the compressed air equipment as listed and signed under the customer's contract.
6. The customer strictly adheres to the Master Maintenance plan service schedule, original Pneutech parts and oil supply, and service recommendations.
7. The customer agrees that compressed air plant under the Master Maintenance plan (and as listed in the customer's contract) is not tampered with in any way and that the customer advises Pneutech of any changes in circumstances or set-up affecting the compressed air plant being serviced.
8. The customer meets payment conditions as detailed in their contract

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9. The customer meets the cost of additional site accessibility requirements (eg lifts, scaffold and related labour etc).
10. Pneu-Assure Master Maintenance Plan needs to be read and acknowledged in concurrence with the customer's contract, and the detailed terms and conditions therein.

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Terms & Conditions of Trade

1. DEFINITIONS

- 1.1. "Industrial Air Systems" shall mean Industrial Air Systems (NZ) Ltd, or any agents or employees thereof.
- 1.2. "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Industrial Air Systems.
- 1.3. "Goods" shall mean:
 - 1.3.1. All Goods of the general description specified on the front of this agreement and supplied by Industrial Air Systems; and
 - 1.3.2. All Goods supplied by Industrial Air Systems to the Customer; and
 - 1.3.3. All inventory of the Customer that is supplied by Industrial Air Systems; and
 - 1.3.4. All Goods supplied by Industrial Air Systems and further identified in any invoice issued by Industrial Air Systems to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5. All Goods that are marked as having been supplied by Industrial Air Systems or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Industrial Air Systems; and
 - 1.3.6. All of the Customer's present and after-acquired Goods that Industrial Air Systems performed work on or to or in which goods or materials supplied by Industrial Air Systems have been attached or incorporated.
 - 1.3.7. The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4. "Goods" shall also mean all goods, products, services and advice provided by Industrial Air Systems to the Customer and shall include all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of goods by Industrial Air Systems to the Customer.
- 1.5. "Price" shall mean the cost of the goods as agreed between Industrial Air Systems and the Customer and includes all disbursements e.g. charges Industrial Air Systems pays to others on the Customer's behalf.

2. ACCEPTANCE

- 2.1. Any instructions received by Industrial Air Systems from the Customer for the supply of Goods shall constitute a binding contract and acceptance of the terms and conditions contained herein.
- 2.2. Industrial Air Systems reserves the right to make minor adjustments to order quantities to conform to standard packaging protocol.

3. COLLECTION AND USE OF INFORMATION

- 3.1. The Customer authorizes Industrial Air Systems to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Goods provided by Industrial Air Systems to any other party.
- 3.2. The Customer authorizes Industrial Air Systems to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3. Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.
- 3.4 The Customer has the right to inspect and correct any personal information held by Industrial Air Systems.

4. PRICE

- 4.1. Where no price is stated in writing or agreed to orally the Goods shall be deemed to be sold at the current amount as such Goods are sold by Industrial Air Systems at the time of the contract.
- 4.2. The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods that is beyond the control of Industrial Air Systems between the date of the contract and delivery of the Goods.

5. PAYMENT

- 5.1. Payment for Goods shall be made in full on or before the 14th day following the date of the invoice (the due date) unless provided for otherwise in the contract.
- 5.2. Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3. Any expenses, disbursements and legal costs incurred by Industrial Air Systems in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. QUOTATION

- 6.1. Where a quotation is given by Industrial Air Systems for Goods:
 - 6.1.1. Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2. The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary.

7. RISK AND DELIVERY

- 7.1. The Goods remain at Industrial Air Systems risk until delivery to the Customer
- 7.2. Delivery of Goods shall be deemed complete when Industrial Air Systems gives possession of the Goods directly to the Customer or possession of the Goods is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1. Title in any Goods supplied by Industrial Air Systems passes to the Customer only when the customer has made payment in full for all Goods provided by Industrial Air Systems and of all other sums due to the Customer have been paid in full.
- 8.2. If the Goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with Industrial Air Systems until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of or a constituent of any new Goods, title to these new Goods shall be deemed to be assigned to Industrial Air Systems as security for the full satisfaction by the Customer of the full amount owing between Industrial Air Systems and the Customer
- 8.3 The Customer grants a security interest in:
 - 8.3.1. All Goods, including as described in clause 8.2; and
 - 8.3.2. Where the contract between the Customer and Industrial Air Systems is not a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003 (CCCFA), all present and after-acquired property of the Customer, to Industrial Air Systems as security for payment of the Goods, and for any other amounts from time to time owing by the Customer to Industrial Air Systems, and for the performance by the Customer of all the Customer's other obligations to Industrial Air Systems. Where the contract between the Customer and Industrial Air Systems is a consumer credit contract under the CCCFA, then the general security interest under clause 8.3.2 is not applicable.
- 8.4 While ownership of Goods remains with Industrial Air Systems:
 - 8.4.1. The Customer shall insure the Goods for their full insurable value;
 - 8.4.2. Industrial Air Systems authorises the Customer in the ordinary course of the Customer's business to use the Goods or sell them for full consideration, subject to clause 8.8. This authority is revoked when:
 - i. The customer defaults; or

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ii. Industrial Air Systems notifies the Customer that the authority is revoked; and

8.4.3. The Customer shall advise Industrial Air Systems immediately:

i. If the customer defaults; or

ii. If any other act, matter or thing (including action by any of the Customer's creditors) that occurs which could affect Industrial Air Systems' security interest in the Goods.

8.5. The Customer gives irrevocable authority to Industrial Air Systems to take any action it considers necessary at any time without notice, subject to compliance with the CCCFA (if applicable) and any legal requirements, to protect the goods or its security interest in the Goods, including to enter any premises occupied by the Customer or on which Goods are situated at any third party premises at any time Industrial Air Systems believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. Industrial Air Systems shall 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 by statute such liability cannot be excluded. Industrial Air Systems may either resell any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as Industrial Air Systems reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

8.6. Where Goods are retained by Industrial Air Systems pursuant to clause 8.5 the Customer waives the right to receive notice under s120 of the Personal Property Securities Act 1999 (PPSA) and to object under s121 of the PPSA.

8.7. The Customer agrees to promptly do anything that Industrial Air Systems reasonably requires, to ensure Industrial Air Systems has a first ranking perfected security interest in all of the Goods (and any proceeds).

8.8. If the Customer resells, uses or otherwise deals with Goods before ownership of the Goods has passed to the Customer, the proceeds of such shall be received and held by the Customer (in whatever form) in trust for both the Customer and Industrial Air Systems. Industrial Air Systems' interest as beneficiary under that trust shall be equal to any sum owing. The balance proceeds (if any) shall be the Customer's beneficial interest under that trust.

8.9. The Customer waives its right to receive a copy of any verification statement under the PPSA.

8.10. The Customer:

8.10.1. Shall not grant any other security interest in the Goods without Industrial Air Systems' prior written consent;

8.10.2. Waives, contracts out of and agrees that nothing in sections 114(1)(a), 116, 120(2), 121, 125, 129, 133 and 134 of the PPSA shall apply to these Terms; and

8.10.3. Shall pay all costs, expenses and other charges incurred by Industrial Air Systems in relation to:

i. The filing of a financing statement or financing change statement; and

ii. Any disputes or negotiations with, or liability to, third parties claiming an interest in the Goods; and

8.10.4. Shall give Industrial Air Systems prior written notice of any proposed change of its name or address.

8.11. The following shall constitute defaults by the Customer.

8.11.1. Non-payment of any sum by the due date.

8.11.2. The Customer intimates that it will not pay any sum by the due date.

8.11.3. Any Goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.

8.11.4. Any goods in the possession of the Customer are materially damaged while any sum due from the Customer to Industrial Air Systems remains unpaid.

8.11.5. The Customer is bankrupted or put into liquidation, or a receiver is appointed to any of the Customer's assets or a landlord distrains against any of the Customer's assets.

8.11.6. A court judgement is entered against the Customer and remains unsatisfied for seven (7) days.

8.11.7. Any material adverse change in the financial position of the Customer

9. PAYMENT

9.1. Industrial Air Systems may in its discretion allocate any payment received from the Customer towards any invoice that Industrial Air Systems determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Industrial Air Systems, payment shall be deemed to be allocated in such manner as preserves the maximum value of Industrial Air Systems purchase money security interest in the Goods.

10. CLAIMS FOR DAMAGE IN TRANSIT

10.1. No claim relating to Goods damaged in transit will be considered unless made in writing within seven (7) days of delivery and agreed to by Industrial Air Systems. No claim outside this period will be recognized. Insurance beyond Carrier's Limited Liability is Customer's care.

10.2. All freight costs incurred in the return of the Goods are to be paid by the Customer, except if expressly provided otherwise by Industrial Air Systems' contractual documents.

11. LIABILITY

11.1. The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Industrial Air Systems which cannot by law (or which can only to a limited extent by law) be excluded or modified. Industrial Air Systems excludes all such imposed warranties, conditions or obligations to the extent permitted by the law and excludes any warranty, condition or obligation imposed under common law, equity or otherwise. The only warranties that may be provided by Industrial Air Systems are the warranties specifically provided for under clause 12 or otherwise specifically provided in writing by Industrial Air Systems to the Customer.

11.2. Except to the extent that the law prevents Industrial Air Systems from excluding its liability, and notwithstanding that a warranty is provided, Industrial Air Systems shall not be liable for:

11.2.1. Any loss or damage of any kind whatsoever, arising from the supply of Goods by Industrial Air Systems to the Customer, including consequential loss whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods provided by Industrial Air Systems to the Customer; and

11.2.2. The Customer shall indemnify Industrial Air Systems against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Industrial Air Systems or otherwise brought by any person in connection with any matter, act omission or error by Industrial Air Systems its agents or employees in connection with the Goods.

11.3. To the extent that Industrial Air Systems is liable for any reason for any loss suffered or liability incurred by the Customer arising from any breach of this contract or for any other reason, such liability is limited in all circumstances to the amount of the price of the Goods.

12. WARRANTY

12.1. Pneu-Assure Standard Warranty or Pneu-Assure Portable Warranty will apply in all circumstances unless the Customer qualifies for a Pneu-Assure Extended Guarantee and has a Pneu-Assure Master Maintenance plan in place.

12.2. Unless otherwise stated in Industrial Air System's quotation to the Customer, Goods supplied by Industrial Air Systems for plant service requirements are subject to a warranty period of 90 days from date of invoice, and labour for a period of 30 days from date of invoice.

We are committed to helping businesses increase their productivity, save on operating expenses and become a positive contributor to the environment

12.3 The standard warranty provides that Industrial Air Systems warrants to the Customer that its Goods are free from defects in material and workmanship, and loss of capacity due to wear, for the defined period, and it is otherwise on the terms and conditions as provided for in the standard warranty document which is incorporated into these terms and conditions.

12.4 Any warranty shall cease and be at an end if the Goods are taken out of New Zealand, unless a specific international warranty is provided by the manufacturer. In such case the terms of the warranty shall be limited to the specific terms of the manufacturer's warranty.

13. CONSUMER GUARANTEES ACT

13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods from Industrial Air Systems for the purposes of a business in terms of section 2 and 43 of that Act and the Customer confirms that it acquires the Goods for a business unless it specifically advises Industrial Air Systems to the contrary in writing at the time of purchase.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

14.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Industrial Air Systems agreeing to supply Goods to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Industrial Air Systems the payment of any and all monies now or hereafter owed by the Customer to Industrial Air Systems and indemnify Industrial Air Systems against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

15. TIME

15.1 Time shall in no case be of the essence. The Vendor shall not be responsible for any delay in delivery of the Goods and the Customer shall not be entitled to cancel any order because of any such delay. Dates for delivery are given in good faith and are not to be treated as a condition of sale or purchase. Delivery by Industrial Air Systems to a carrier is deemed to be delivery to the Customer.

16. MISCELLANEOUS

16.1 Industrial Air Systems shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

16.2 Failure by Industrial Air Systems to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Industrial Air Systems has under this contract.

16.3 If any provision of this contract shall be invalid, void, or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected.

16.4 Industrial Air Systems shall be entitled at any time by notice in writing to the Customer to amend its Terms of Trade and the Customer shall be bound by such variation from the date it is provided with notice of the amended Terms of Trade for Goods purchased or services performed thereafter.

16.5 If there is any inconsistency between these terms and conditions of trade and the terms of any order that may be lodged by you or with any delivery docket or invoices or other communication by or to us or you, then these terms and conditions will prevail unless we expressly agree otherwise in writing and, without limited the foregoing, in no case shall the fulfilment of an order by us by itself constitute acceptance of any terms of the customer.

17. CANCELLATIONS AND RETURNS

17.1 Cancellation of an order by the Customer prior to delivery may occur only at Industrial Air Systems' discretion. In such case a cancellation fee of 10% shall be charged to the Customer.

17.2 Industrial Air Systems may at its discretion agree to the return of Goods by the Customer in return for a credit. In such case a restocking fee of 10% shall be charged to the Customer and the Customer shall be liable for the cost of the return of the Goods.

We are committed to helping businesses increase their productivity, save on operating expenses and become a positive contributor to the environment



Mission Statement:

We are committed to helping businesses maximise their productivity, save on operating expenses, and become a positive contributor to the environment.

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