

**OUTBACK HELICOPTERS LIMITED**  
**Terms of Trade for Supply of Goods and/or Services**

**1 DEFINITIONS**

**Customer** - means the person who orders or purchases Goods and /or Services from Outback Helicopters, and where the Customer comprises two or more persons, means those persons jointly and severally.

**Services** - means any services performed by Outback Helicopters.

**Goods** - means any goods provided by Outback Helicopters.

**Order** - means an agreement between Outback Helicopters and the Customer for Outback Helicopters to supply Goods and/or Services to the Customer.

**Quote/Quotation** - means a written offer from Outback Helicopters to the Customer to supply Goods and/or Services for a specified price subject to the terms and conditions of such offer.

**Outback Helicopters** - means Outback Helicopters Limited.

**2 ORDERS, PRICING, QUOTES AND ESTIMATES**

a The price of Goods and/or Services is as specified in Outback Helicopter's price list (as amended from time to time), or in an Order or accepted Quote, as applicable.

b Unless otherwise stated, prices do not include GST and are ex Outback Helicopter's Dannevirke Airport base.

c These Terms of Trade apply to all Goods and /or Services supplied by Outback Helicopters including those supplied pursuant to a Quote. A Customer's acceptance of a Quote constitutes an agreement to purchase Goods and/or Services on these Terms.

d A Quote may be withdrawn or varied by Outback Helicopters before it has been accepted in writing by the Customer.

e All Quotes are based on rates and charges in effect at the date of the relevant Quote. Any Quote shall be deemed to include any increase in rates or charges, (including without limitation sub-contracted services, materials and fuel) occurring between the time of the issue of the Quote and the performance of the Order.

f An estimate as to price or quantity is not binding on Outback Helicopters.

g Where a Quote includes an estimate of flying time and the actual flying time supplied is materially different from that estimated, Outback Helicopters reserves the right to revise the quoted price in accordance with the actual flying time.

h Where the Customer purchases Goods and/or Services with a credit card and at the time of payment the quantity of the Goods to be sold is an estimate, then the Customer agrees that Outback Helicopters may hold the Customer's credit card details on file until the quantity of Goods sold is determined and at that time process a debit or credit to the Customer's credit card to reflect the actual purchase price of the Goods sold.

**3 PAYMENTS, DISCOUNTS AND REBATES**

a Except where Goods and/or Services are charged to an approved credit account, payment is due prior to utilisation of Goods and/or Services.

b Payment for Goods and/or Services charged to an approved credit account shall be 7 working days from the date of invoice.

c The Customer will not set-off any sum on any Outback Helicopters invoice against any sum the Customer claims Outback Helicopters may owe it.

d If payment is not made by due date Outback Helicopters shall be entitled to charge interest on the overdue balance of 5% per annum above the rate then being charged to Outback Helicopters by its bankers; and to charge the Customer all costs it actually incurs in seeking recovery of the debt.

e Where the Customer receives a volume based discount on Goods and/or Services and the Customer fails to purchase the total volume of such Goods, Outback Helicopters reserves the right to withdraw such discount.

**4 EXCURSIONS**

a Please note for passengers travelling the total combined passenger weight must be no more than 275 kg. Passengers will be weighed prior to departure.

**5 EXCLUSION OF LIABILITY**

a All technical advice provided by Outback Helicopters is given in good faith but without warranty.

b The Customer must satisfy itself as to the suitability for the intended purpose and the use of all Goods supplied by Outback Helicopters.

c All warranties and representations including those expressed or implied by law are expressly excluded to the maximum extent permitted by law.

d Should liability be established, notwithstanding this exclusion, it shall be limited to the value of the Goods and/or Services supplied.

**6 WEATHER**

All flights are weather permitting at the discretion of Outback Helicopters.

**7 LANDING ON PRIVATE PROPERTY**

a If landing is required on private property written landowner permission is required to be received by Outback Helicopters prior to the flight commencing.

b If the flight commences but is unable to be completed due to incorrect or incomplete information being supplied the Customer shall be liable for the cost of the original quote together with any additional flight time / landing fees involved.

c The landing area must meet NZ Civil Aviation Authority and Outback Helicopter's landing site requirements.

d If Outback Helicopters deem that a site visit is required prior to flight commencing this will be at an additional cost to the Customer. Cost will be agreed prior to site visit commencing.

**8 CANCELLATION POLICY**

- a Should weather cause the postponement or cancellation of flights no charges for the cancelled flying will be incurred by the Customer.
- b If a cancellation is received within 48 hours of departure Outback Helicopters reserves the right to charge a cancellation fee for the flying component. This is charged at 10% of the total value of the quote.
- c Sub contracted supplier cancellation policies must be adhered to by the Customer and will be advised at the time of booking confirmation.

**9 WARRANTIES**

Quotations are prepared in accordance with information provided to Outback Helicopters by the Customer and Outback Helicopters will not be liable nor will it be bound by the Quote where:

- a such information is inaccurate or any information omitted; and/or
- b the Customer makes any variations which result in the work being different from that quoted for.

**10 TAXES**

Unless otherwise stated, all prices are exclusive of Goods and Services Tax.

**11 HOURS OF FLIGHT OPERATION**

Outback Helicopters will conduct flights during daylight hours only.

**12 DISPUTES**

In the event of a dispute between Outback Helicopters and the Customer, the following shall apply:

- a The parties shall immediately refer the dispute to an independent person experienced in the area in dispute at their joint cost to decide the dispute as an expert; and shall abide by his or her decision.
- b If the Customer fails to agree on an expert within 21 days of being called upon to do so by Outback Helicopters (time being of the essence) the Customer shall be deemed to have accepted Outback Helicopters' nominated expert.

**13 FORCE MAJEURE**

No claim or liability will arise against Outback Helicopters under these Terms or any Order or Quote, if and to the extent that Outback Helicopter's failure or omission to carry out or observe any provisions of these Terms or any Order or Quote arises by reason of Force Majeure. "Force Majeure" means any event outside the reasonable control of Outback Helicopters and includes, without limitation, fires or other casualties or accidents, power outages, acts of God, strikes and lockouts, severe weather conditions, delay in supply of materials or unavailability of materials, war or other violence, or the introduction of any law, order, regulation, demand or requirement of any governmental agency.

**14 VARIATION OF TERMS**

Outback Helicopters may, in its sole discretion, vary these Terms of Trade from time to time.

**15 GOVERNING LAW**

These Terms of Trade shall in all respects be governed by New Zealand law.

**16 MISCELLANEOUS**

- a Outback Helicopter's failure or delay to exercise or enforce any right it has under these Terms shall not operate as a waiver of Outback Helicopter's right to exercise or enforce such right or any other right in the future.
- b Any provision of these Terms that is held to be invalid or unenforceable for any reason shall be severed from, and shall not affect the remaining provisions of these Terms.

**17 ACCEPTANCE OF TERMS OF TRADE**

The Customer agrees to be bound by these Terms of Trade when they accept any quotation provided by and/or any Goods and/or Services supplied by Outback Helicopters Limited.