

**NZ DAIRY ASHBURTON
PREVENTATIVE MAINTENANCE
AGREEMENT**



THIS AGREEMENT for “planned preventative maintenance” and “request for service” is between:

AMT Maintenance Services Ltd
P O Box 8225
Christchurch
Hereinafter referred to as the " Engineer "

and

Calder Stewart Food & Logistics Fund Ltd
P O Box 74
Milton
Hereinafter referred to as the " Client "

The purpose of this agreement is to define the terms and conditions under which the Engineer agrees to provide planned preventative maintenance and ongoing fault rectification (request for service) to ensure the Clients equipment listed within this agreement is maintained in accordance with the standards outlined in the New Zealand Building Code (NZBC).

COMMENCEMENT: This agreement will commence from the date of acceptance by the client or their authorised representative and continue indefinitely until such time as the agreement is cancelled by either party as detailed within this agreement.

RESPONSIBILITY: The Engineer shall not be held responsible for any consequential loss or damage of any description due to the incorrect operation of the nominated systems. The engineer shall endeavour to attend to all “requests for service” promptly and within the time nominated within this agreement. Should the engineer not respond to a request for service within the agreed time, the Client reserves the right to engage an alternative maintenance supplier provided that the Engineer is given written notice of such decision.

SERVICE HOURS: Planned preventative maintenance shall be provided during normal business hours (8am to 5pm) Monday to Friday excluding public holidays. Requests for service received for work outside normal business hours will be subject to an additional charge based on the overtime rates applicable at the date of repair. A minimum charge of two hours will apply to unscheduled work outside of normal business hours, however scheduled work outside of normal business hours shall be charged at normal day rates.



TRANSFER:	This agreement is not transferable without the written authorisation of the Engineer.
EXCLUSIONS:	In addition to the planned preventative maintenance values and hourly rates nominated within this agreement the Client shall be liable for Goods and Services Tax, any other duties, taxes, imposts, etc (including new or revised territorial Authority by-laws and statutory regulations). The annual premium excludes the cost of disposable materials other than oils and greases which are required to complete planned preventative maintenance.
RECTIFICATION:	A rectification limit is included in the schedule of this agreement to allow for small repairs to be completed up to this value without the written acceptance of the Client. Repairs carried out within the value of the rectification limit will be charged at the rates which are applicable at the date of repair. Repairs which exceed the rectification limit shall require written acceptance from the Client.
CANCELLATION:	Either the Client or Engineer may cancel this agreement by giving a minimum of 1 calendar months notice in writing. The Client shall be liable for all costs associated with out standing charges for hours worked and or materials supplied up to the cancellation date.
DISRUPTION:	In the event of strike, civil commotion or any other unavoidable cause preventing the company from carrying out the terms of this agreement the unused portion of the contract will be refunded to the Client.
SERVICE QUALITY:	The Engineer shall provide a level of service that meets and or exceeds the minimum requirements of the NZBC. System alterations which provide a direct payback to the Client on capital expenditure by reducing ongoing energy usage and or maintenance costs will be identified and reported to the Client for consideration/action.
COMPLAINTS:	Should the Client be dissatisfied with any area of Engineers performance they may address their issues in writing to the directors of AMT Maintenance Services Ltd whereby the issues will be investigated and resolved accordingly.
SERVICE CALLS:	Request for service can be made on a 24-hour basis by ringing the daytime phone number.
SERVICE RATES:	Breakdowns are chargeable at hourly rates applicable at the date of repair plus associated vehicle/travel charges.
CONDITIONS:	AMT Maintenance Services Ltd standard conditions of sale shall apply and be read in conjunction with this agreement and shall be binding where appropriate. A copy of the conditions of sale is attached as an appendix to this agreement.
REPORTS:	Detailed written reports will be issued to the Client or their authorised representative on the completion of the planned preventative maintenance inspection. The report shall clearly identify any performance related issues and adjustments made to the systems during the inspection and any remedial items which require repair and or quotation for Client approval.
FREQUENCIES:	Inspection frequencies shall be in accordance with those documented within the NZBC and associated acceptable solutions. Frequencies may be more regular than those required by the code in some instances based on the location of the site, operation of the equipment and overall operating hours etc and we note below our proposed frequencies which will be reviewed on an annual basis. Any alteration

to the inspection frequencies shall be advised to the Client in writing for their approval in conjunction with any additional costs where applicable.

SPECIAL CONDITIONS: Annual IQP Inspection and certification of SS9 is included at no additional charge to the client.

This maintenance contract is for the office air conditioning and ventilation only and it is assumed that Active Refrigeration will still be the incumbent for servicing and maintaining the tenant's process plant HVAC equipment – AMT will however provide a 12a that includes this equipment provided the systems are maintained as required and service record documentation is able to be sighted when requested.

ACCEPTANCE: The Client acknowledges that they understand this agreement and have raised any areas of concern and or conflict with the Engineer prior to signing. The Client also acknowledges that the person signing below has the authority to sign and accept the terms and conditions of this contract for the Client or on behalf of the Client.

For	<u>AMT MAINTENANCE SERVICES LTD</u>	For:	<u>CS FOOD & LOGISTICS FUND LTD</u>
SIGNED:		SIGNED:	
NAME:	<u>Mark Hoskin</u>	NAME:	<u>Jack McFarlane</u>
POSITION:	<u>General Manager</u>	POSITION:	<u>Facilities Manager</u>
ISSUE DATE:	<u>15th March 2022</u>	DATE:	<u>16th March 2022</u>

This agreement remains open for acceptance for a period of 30 days from the date of issue

[Purchase Order - PO 000010LF](#)

SCHEDULE 1

SCHEDULE OF CHARGES:

ANNUAL CHARGE: **\$3,000.00 plus GST**

Three thousand dollars plus GST

INVOICE FREQUENCY: 3 monthly

INVOICE AMOUNT: **\$750.00 plus GST**

Seven hundred and fifty dollars plus GST

RECTIFICATION LIMIT: \$ To be advised by client

CURRENT HOURLY RATES: Ordinary Time: \$85 / hour 8am – 5pm Mon - Fri
Call Out Rate: \$105 / hour Min of 2 hours charged

VEHICLE/TRAVEL RATES: Per Service Call: \$45

All rates above are exclusive of GST

LOCATION OF EQUIPMENT TO BE MAINTAINED:

ADDRESS: NZ Dairy CONTACT: Paul Huang
9 Ashford Avenue PHONE: 021 221 8801
Newland, Ashburton FAX/EMAIL: Paul.huang@nzdcl.com

CLIENT DETAILS FOR REPORTS AND CHARGES:

ADDRESS: Calder Stewart Food & Logistics Fund Ltd CONTACT: Jack McFarlane
P O Box 74 PHONE: 021 220 7357
Milton FAX/EMAIL: Jack.Mcfarlane@calderstewart.co.nz

SCHEDULE OF EQUIPMENT:

QTY	DESCRIPTION	NOTES	FREQUENCY
5	Hitachi Hi Wall Split AC Units		3 monthly
5	Hitachi Cassette Split AC Units		
1	Fresh Air System		
1	Duct Heater (Fresh Air)		
1	Toilet Extract System		