

16 May 2023

Renwick Sport Centre

Renwick
Blenheim

Renwick Sport Centre

Att: Regan Russel

Vestner is pleased to offer the following quotation for the supply, installation, and commissioning of the specified lift for the above project.

This quotation is based on and in consideration of the following:

- A. Lift specification (per PS2 issued by Vertrans Associates (NZ) Ltd
- B. NZS 3910:2013 Conditions of contract for building and civil engineering construction
- C. Supplementary information for main contractor – refers below
- D. Work by others – refer below
- E. Vestner's Terms and Conditions of Sale – refer attached

Vestner prides itself on supplying quality lift systems. Vestner works closely with its clients to deliver a high standard of workmanship.

QUOTE SPECIFICS

Specified lift:	One Wittur MRL W Line 2 stop, rated load 800kg, 10 persons. The lift is the latest generation Machine Room Less (MRL) system designed and engineered in Germany
Lift price:	\$158,784.00
Scope of works:	Includes provision of compliancy documentation (PS2, PS3 and PS4), lift supply, installation, and commissioning.
NZ Compliance:	The lift is designed and manufactured to meet EN81:20
Warranty/maintenance period:	52 weeks from date of lift commissioning (Maintenance not included)
Quote acceptance period:	The quote is valid for 60 days
Work not included:	Removal of existing lift.

VESTNER KEY CONTACTS

Sales and contractual: Jannie De Lange, Southern Region Sales Consultant
Jannie.delange@vestner.co.nz Mob: 027 388 0121

Construction and technical: Wayne Vickers
wayne.vickers@vestner.co.nz Mob: 021 719 800

ACCEPTANCE

To accept this quotation, Vestner requires written acceptance by way of a letter or email signed by a person authorised to do so on behalf of the main contractor.

Thank you for the opportunity to price for this project. Should you have any questions concerning this proposal please do not hesitate to contact Vestner.

Yours sincerely

Jannie De Lange

Southern Region Sales Consultant



E: jannie.delange@vestner.co.nz

DDI: +64 3 662 9996

M: +64 27 388 0121

W: vestner.co.nz

P: +64 3 338 5188

F: +64 3 338 2551

Wittur MRL W LINE Product

Qty.	Product Description	
1	Wittur MRL W Line - Rated load: 800kg (10 persons)	
	Compliance: EN81-20, EN81-21	
	2 levels - 2 services - single entry	
	Rated speed: 1.0 m/s - full collective - simplex	
	Controller: Wittur E-Pack/Arcode with single cabinet on top landing (W500xH2070xD275mm, stainless steel)	
	Gearless machine: WSG SF. S (Wittur Germany), 4.8kW, 13.2A	
	Shaft dimensions: W2000mm x D2000mm	
	Pit: 1050mm - Headroom: 3600mm - Travel: 3300mm	
	Cabin dimensions: W1350mm x D1400mm x H2200mm	
	Doors: W900mm x H2000mm - 2P Side Opening	
	Car door(s): Augusta EVO (ECO door drive) in Hairline st st - Sill: Alu	
	Landing doors: 2 x Augusta EVO in Hairline st st - Sill: Alu	
	Light sensor system: Wittur WSE EVO (2D)	
	Car type: Amsterdam - Finish: Hairline st st	
	LED downlights (squares) - Mirror: narrow, half height	
	Handrail: 2 Sides - Floor: PVC/Vinyl	
	COP: Single, full height, flush mount (1x TFT colour display)	
	LOP: Flush mount	
	LIP: LCD in LOP	
	Push buttons: Ocean Series	
	Fire service: included - COP key switches: 2 (fan, priority)	
	Security interface (CPC-T Board) included	
	AREM programming tool included	
	UPS emergency release system (return to floor) included	
	Emergency car light (2 hours) UPS included	
	Austel compliant phone and CCTV traveling cable (in 26m)	
	Memco emergency phone digital audio unit for COP	
	T6 LED shaft light, 220VAC, 16W x 7	

Supplementary information for main contractor

1. Changes to the lift specification, functionality and accessories can be discussed and included at any time prior to the lift being ordered from the manufacturer. Where changes involve cost adjustments, these will be agreed separately to this tender response.
2. Price validity; The price(s) quoted are based on the most recent manufacturer's price received by Vestner, current rates for freight, insurance, duty and sundry importing expenses. Any subsequent variations or additional Government charges resulting in price increases prior to delivery will be to the main contractors account.
Exchange rate variations; The price(s) quoted is/are in New Zealand Dollars unless otherwise stated. The price(s) is/are based on an exchange rate of AUD 0.9146 = NZD\$1.00. Price changes resulting from exchange rate fluctuations will be to the Buyer's account until the time of accepting the quote.
3. It is the main contractor's responsibility to ensure work by others is understood, completed correctly and on time to allow for the scheduled lift installation to be completed without delay and within the time allowed for by Vestner.
4. Should we be required to comply with a Subcontract Agreement which in turn is dependent upon a Head Contract Agreement, then we would require to discuss and agree appropriate amendments thereto and to receive the benefits of the Head Contract in addition to fulfilling obligations under it.
5. Our price allows us to be on site until 9 months from date of quote acceptance. Should we be required to be on site after this period through reasons beyond our control such as delayed access or delays by others, we would require to be paid any associated additional costs.
6. Liquidated or other damages may not be applied without the specific written agreement of Vestner and acceptance of all associated conditions in our costing.
7. We may require satisfactory arrangements to be made for the guarantee of payments.
8. The warranty period is for one year from practical completion and is based on our standard warranty form. All maintenance during this period must be carried out by Vestner.
9. Terms of payment (for imported products) over-riding those in Vestner's standard Terms and Conditions of Sale (attached) include;
 - 30 % deposit is payable at the time of placing the order
 - 30 % progress payment payable on receipt of bill of lading.
 - 30 % on delivery to site.
 - 10 % on completion of installation.
10. Offsite storage for a period of two weeks only will be supplied free as part of this quotation. Storage costs exceeding this period will be on-charged to the main contractor at \$150 Per week. The storage period commences from the agreed date of installation (excluding subsequently agreed dates during the course of the project).
11. Delivery times are subject to extension for any cause beyond Vestner's control including, but not limited to, strikes, lockouts, fire, earthquake, shipping delays, short landing, damage to equipment, delayed site progress by others, or suspension of the work by Vestner because of non-payment. Any cost due to such extension shall be to the main contractors account.
We offer the following times for stages of the work:
 - Lead time 22 weeks from date of confirmed order and receipt of deposit
 - installation: Five weeksNote;
 - manufacture cannot commence until after written acceptance of our offer and receipt of all necessary structural drawings, information and drawing approval
 - manufacturing period is governed by workshop availability, production runs and whether the lift is standard or non-standard
12. Should you require temporary use of the lift prior to practical completion this would need to be the subject of special agreement and at the main contractor's cost.
13. The main contractor is the principal in terms of site Health and Safety unless Vestner is the sole contractor on site. The main contractor will brief and induct all Vestner staff before work commences.
14. Should this quotation be accepted, it shall be deemed to form part of any subsequent agreement between the parties and where these special conditions conflict with any other conditions of agreement, these conditions and our Response to Tender will take precedence.
15. Vestner will take all care to protect the lift during the installation period. However, the main contractor will be responsible for any damage (and associated cost) caused by others until the date of lift hand-over.

Schedule of Work by Others (including main contractor)

General (where applicable)

Furnish all required data including but not limited to structural and architectural drawings, specifications etc. to enable ordering to proceed and working drawings to be prepared.

Provide recesses and cut-outs where required for door frames/architraves, indicators, button boxes, oil pipes, main control panel, etc. and make good after component installation.

Provide an adequate power supply to allow starting, testing and adjustments of the machinery as required by Vestner.

Provide on-site dry secure storage for the lift equipment and protection against weather to all equipment during installation and maintain all working areas in a permanently dry condition.

Provide washing and toilet facilities and a source of temporary power for lighting and tools located adjacent to the areas of work. The temporary power supply shall be three phase and single phase.

Provide adequate ventilation to all working areas.

Provide temporary guards, screens, signage etc. to protect the shaft, pit/s and approaches to the requirements of Vestner and undertake to adequately police and maintain such protection as necessary during the lift installation period.

Provide, erect, maintain, alter as required and dismantle all necessary scaffolding together with adequate planks as directed by Vestner in relation to the lift installation.

Pay all fees, including those of the registered engineer that may be required in connection with the erection, preparation and certification of the structure in which the equipment is to be erected, including any general permit fees and certificate fees usually billed by any government agency or local authority direct to the owner.

Lift shaft (where applicable)

Construct the shaft and overruns or carry out any alterations, additions, or strengthening of existing structures to accommodate the lift equipment.

Ensure that correct and accurate tolerances are added to the dimensions for the shaft design so that the specified plumb dimensions are obtained in the finished work.

Provide and position any required trimmer beams or supporting steel within the lift shaft to meet seismic or other codes.

Provide overhead hoisting beams in the lift shaft as shown on the Vestner drawings.

Lift pit (where applicable)

Provide waterproof lift pit/s to required depth, with plinth, pads and topping as may be required by Vestner.

Provide guards between adjacent pits.

Provide each lift pit with a 100watt incandescent or 40watt fluorescent light suitably protected against damage (and water if in an open pit).

Provide a covered sump and pump equipment if necessary.

Provide a machine foundation capable of supporting the up-thrust of the machine and withstanding the forces and loads resulting from use of the lift.

Electrical, emergency phone, security, fire (where applicable)

Provide a 230/240-volt power outlet in the lift pit/s.

Provide 400-volt three phase neutral and earth electric lift mains power supply to the lift main control panel.
Provide a 230/240-volt fused and switched secondary lift lighting supply fed from a separate distribution supply board to the lift main control panel.

Provide any cable system from the buildings' Fire Control system, interfacing with the lift as required by specification.

When the building is protected by a sprinkler system provide suitable heat sensors and circuits in the lift shaft. A signal circuit from same to be terminated adjacent to the lift main control panel.

Provide any cable system for specified security interfacing to the lift system. This includes the cable to the lift controller position, as well possible trailing cable to the lift car system.

VESTNER NZ Limited Terms and Conditions of Sale

These are the entire Terms and Conditions of Sale of all goods, materials and services ("the Goods") supplied by VESTNER NZ Ltd ("the Company") to any person, firm or company ("the Customer") placing an order with the Company.

1. ACCEPTANCE. By placing an order with the Company, the Customer accepts these Terms and Conditions of Sale.

2. QUOTES AND ORDERS.

2.1 Quotes: Quotations will be provided by the Company in writing and will remain valid for 30 days from date of the quote unless prior arrangement has been agreed between the Company and the Customer.

2.2 Orders: Orders will be accepted by written acceptance of a quotation. Orders must be signed by a Customer authorised person.

3. DEPOSITS AND PAYMENTS. Such terms are detailed in Vestner's written quotation and are:

3.1 Commercial Customers:

- 30 % deposit is payable at the time of placing the order
- 30 % progress payment payable on receipt of bill of lading.
- 30 % on delivery to site.
- 10 % on completion of installation.

No payment amount may be withheld by the Customer except for the particular Goods or payment amount in respect of which a claim has been made in accordance with clause 7 d) of these Conditions.

NB: Retentions do not apply to the purchase of Vestner products, standard Warranty provisions apply.

3.2 Private Customers (non gst registered):

- 50% deposit payable at the time of placing the order
- balance payable within 7 days from receipt of goods and or services.

4. DEFAULT. If the Customer fails to make payment in terms of Clause 3 or fails in any material respect to comply with these Terms and Conditions of Sale, or an Insolvency Event occurs, then all amounts owed to the Company by the Customer are immediately due and payable (including any interest charges) and the Company may in its discretion:

- a) Cease all further deliveries or require cash payment upon delivery of goods;
- b) Terminate any agreement in relation to Goods that have not been delivered including any special deals or discounts;
- c) Charge an interest charge at a rate of 2% per month on all overdue accounts including transport and other costs calculated on a daily basis on any monies due but unpaid. The interest charge will be calculated from the due date for payment AND the parties agree that such interest charge is not a penalty but is a true measure of damages incurred by the Company. Any payments received from the Customer will be credited first against any interest charge and then against the oldest amount outstanding.
- d) Claim from the Customer all costs, expenses and charges incurred on any account whatsoever including but not limited to the cost of any action taken by the Company to recover the Goods or any monies due from the Customer including but not

limited to any collection agent costs, legal costs and disbursements each on a full indemnity basis. e) Retake (without notice) possession of all Goods supplied to the Customer pursuant to Clause 4 and the Customer hereby authorises and allows the Company or its representatives, agents or employees to enter the premises upon which the Goods are stored for the purpose of retaking possession of those Goods and the Company will not be liable for costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Company retaking possession of the Goods. The Customer hereby indemnifies the Company against prosecution and claims for damages resulting from seizure of the Goods.

5. CANCELLATION AND RETURNS.

a) If the Customer cancels or alters (with the prior written agreement of the Company) an order or any part of any order after the Company has accepted the order, the Company may invoice the Customer as a debt due for all costs and expenses reasonably incurred by the Company in relation to the order and its cancellation or alteration including the cost of any materials, labour, tooling or transport.

b) The Company does not accept returned Goods nor offer refunds on Goods sold. However, it may in its discretion accept the return of Goods in special circumstances with the prior written approval of a duly authorised representative of the Company. Goods returned for credit pursuant to this Clause will be subject to a handling and administrative charge equivalent to 20% of the invoiced value of the returned Goods. Return freight and other expenses must be paid for by the Customer.

6. DELIVERY.

a) Delivery costs will be identified (where possible) at the time the sale of the Goods is quoted by the Company.

b) The Company will endeavour to effect delivery at the time or times required by the Customer. However failure to do so, including delivery delays caused by a third party, does not confer on the Customer any right to cancel the order or refuse delivery or render the Company liable for any loss or damages directly sustained by the Customer as a result of any difference between the estimated time and the actual date of delivery.

c) The Company's obligation to deliver is discharged upon arrival of the Goods at the Customers nominated delivery destination. For export orders, this is deemed to be the port of entry.

7. PROPERTY AND RISK.

a) Risk in the Goods supplied to the Customer by the Company passes to the Customer on delivery of the Goods.

b) The Customer must examine the Goods immediately upon delivery. The Company is not liable for any miss-delivery, shortage, defect or damage unless the Company receives details in writing within 7 days of the date of delivery of the Goods.

c) Title to the property in the Goods will not pass to the Customer until payment is made in full for all Goods supplied to the Customer at any time for which payment remains outstanding.

d) Where the Company is responsible for installation of Goods, any defects, damage and the

like are to be conveyed to the Company in writing within 7 days of the event occurring. The Company reserves the right to determine responsibility for any defects or damage and will negotiate liability with the Customer.

8. WARRANTY.

a) Subject to payment being made in full in accordance with Clause 3, the Company provides a general Warranty on the Goods. Details of the Warranty provisions are documented separately.

b) Warranty provisions are subject to the Goods being used for their intended purpose. Misuse, neglect and intentional damages will null and void Warranty provisions.

9. GOVERNING LAW, NOTICE, PROOF OF DEBT.

a) These Terms and Conditions of Sale are governed by and shall be construed according to the laws of New Zealand. The parties consent to any proceedings arising out of or in connection with these Terms and Conditions of Sale being instituted and heard by the Courts of New Zealand.

b) The Customer agrees that the service of any notices or Court documents may be effected by forwarding same by pre-paid post or facsimile to the last known address of the Customer. A document signed by the Director or authorised representative of the Company is prima facie evidence of the amount of indebtedness of the Customer to the Company at that time.

c) If you are a Consumer under the Consumer Guarantees Act 1993 (NZ) you may have certain rights under the Act and nothing in these Terms and Conditions of Sale limits those rights.

10. FORCE MAJEURE.

In addition the Company is not liable for any failure or delay in the supply and delivery of the Goods where such failure or delay is wholly or partly due to Force Majeure. The Company may in its absolute discretion elect to cancel any order affected by Force Majeure by providing written notice to the Customer or continue to fulfil such an order in which case the Customer is not relieved of any obligation to accept or pay for such Goods.

11. PRICE VALIDITY.

The above price(s) are based on the most recent manufacturer's price list received by Vestner NZ Limited, current rates for freight, insurance, duty and sundry importing expenses. Any subsequent variations or additional Government charges resulting in price increases prior to delivery will be to the Buyer's account.

12. EXCHANGE RATE VARIATIONS.

The price(s) quoted is/are in New Zealand Dollars unless otherwise stated. The price(s) is/are based on an exchange rate of AUD 0.94 = NZD\$1.00. Price changes resulting from exchange rate fluctuations will be to the Buyer's account until the time of accepting the quote.