



AC Install V1



WELCOME TO TOTALINE

Totaline is the internationally recognised name in H.V.A.C.R parts and accessories solution for our industry and our four New Zealand trade stores offer a wide array of options to assist you in finding the right item for the right price.

Our four showrooms in Auckland, Napier, Wellington and Christchurch service the entire country with next day delivery and stock with an ever widening selection of quality Air Conditioning and Refrigeration accessories at very competitive prices.

The focus of this 'Buyers Guide' is to provide an uncluttered presentation of the range of products we display and stock in our one-stop shops as well as other equipment that we can readily access via our immense global supply sourcing chain.

When compiling this guide we sought the opinion of our customers - and the overwhelming response was a request for a streamlined, easy to use, reference document to aid in accurate pricing and product selection.

An in-depth analysis of individual products (including specifications, technical data, suggested applications and instructions) can be found online at totaline.co.nz.

All product enclosed is supplied in accordance with AHI Carrier (NZ) Ltd's Terms and Conditions of Sale.

HOW TO USE THIS CATALOGUE

This catalogue covers AC Install.

Please see our Carrier and Toshiba Air Conditioning catalogues for the full range of air conditioning equipment and accessories available in New Zealand.

Use this in conjunction with our Technical CD's and the Carrier and Toshiba websites for maximum flexibility. Please keep checking our websites for new releases of products and technical updates.

Prices and specifications are subject to change without notice.

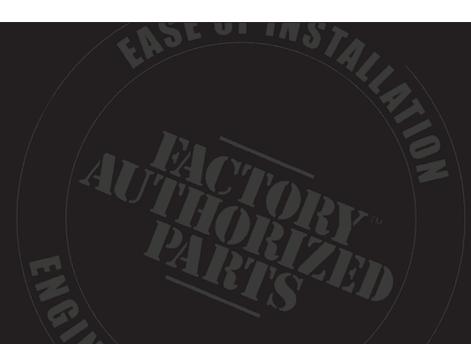
HOW TO ORDER

Call: 0800 800 218

Email: totaline.parts@ahi-carrier.co.nz

Fax: 0800 800 217

Mail: Private Bag 92128, Victoria Street West, Auckland 1142



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75MM CAPPING

Part	Description
TTLD7	Pipe Duct 75mm 2m
TTLWA7	Wall Inlet 1 Piece 75
TTLW7	Wall Inlet 75
TTLK7	Flat 90 Elbow 75
TTLC7	90 Deg Corner 75
TTLP7	Ceiling Cap 75
TTLKF7	Flat 45 Elbow 75
TTLJ7	Duct Joiner 75
TTLE7	End Cover 75
TTLCA7	Wall Plate 2 Piece 75
TTLF710	Flexi Joint 75 x 1000
TTLF75	Flexi Joint 75 x 500



TTLJ7



TTLP7



TTLC7



TTLW7



TTLF7



TTKF7



TTK7

100MM CAPPING

Par	Description
TTLD10	Pipe Duct 100mm 2m
TTLWA10	Wall Inlet 100 1 Piece
TTLW10	Wall Inlet 100
TTLK10	Flat 90 Elbow 100
TTLC10	90 Deg Corner Elbow 100
TTLP10	Ceiling Cap 100
TTLKF10	Flat 45 Elbow 100
TTLJ10	Duct Joiner 100
TTLE10	End Cover 100
TTLDR107	Reducer 100-75
TTLT107	Tee Joint 100/75
TTLCA10	Wall Plate 2 Piece 100
TTLF108	Flexi Joint 100 x 800

PVC DRAIN PIPING & FITTINGS

Part	Description
2122015	15mm PVC Barrel Union
2122020	20mm PVC Barrel Union
2122025	25mm PVC Barrel Union
15XCE	15mm Pipe 4 Meter Long
20XCE	20mm Pipe 4 Meter Long
25XCE	25mm Pipe 4 Meter Long
PVC1515S	15mm PVC Double Ended Socket
PVC2020S	20mm PVC Double Ended Socket
PVC2525S	25mm PVC Double Ended Socket
PVC1545E	15mm PVC 45° Elbow
PVC2045E	20mm PVC 45° Elbow
PVC2545E	25mm PVC 45° Elbow
PVC1590E	15mm PVC 90° Elbow
PVC2090E	20mm PVC 90° Elbow
PVC2590E	25mm PVC 90° Elbow
PVC15T	15mm PVC Equal Tee
PVC20T	20mm PVC Equal Tee
PVC25T	25mm PVC Equal Tee
PVC2015B	20mm x 15mm Reducing Bush
PVC2520B	25mm x 20mm Reducing Bush
PVC2015S	20mm x 15mm Reducing Socket
PVC2515S	25mm x 15mm Reducing Socket
PVC2520S	25mm x 20mm Reducing Socket
13130	125ml PVC Solvent Cement
8132	250ml PVC Solvent Cement
8136	500ml PVC Solvent Cement



2122015



15XCE



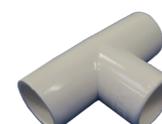
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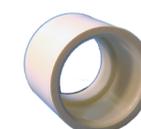
PVC1545E



PVC1590E



PVC15T



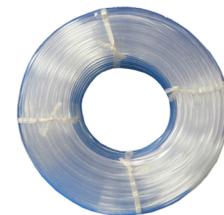
PVC2015B



PVC2015S

TUBING AND HOSING

Part	Descriptions
PVC6mm	Clear PVC Tube 6mm
CHDR-CST2	Clear PVC Tube 8mm
CHDR-CST3	Clear PVC Tube 10mm
CHDR-H16N	Flexible Drain Hose 16mm



PVC6mm



CHDR-H16N

MOUNTING & VIBRATION PADS

Part	Descriptions
FOOT360	Condenser Base 360mm L x 85mm W x 70mm H
FOOT460HD	Condenser Base 460mm L x 85mm W x 70mm H
TTLR362	360mm Mounting Block
TTLR452	450mm Mounting Block
B9368SET	Fix It Foot Set W/Fixings 500mm
INDUSTRIAL FOOT	Condenser Base 430mm L x 75mm W x 95mm H
SLAB	Heavy Duty Condenser Slab 895mm L x 470mm W x 50mm H
INDUSTRIAL SLAB	Heavy Duty Condenser Slab 1230mm L x 570mm W x 50mm H
RF-PN-65	Top Hat Roof Lkit 65mm
RF-PN-80SC	Midtop Roofkit (short cap)
RF-PN-110FC	Top Hat Roof Lkit 110mm
A35	Rubber Mount 120kg Set of 4
RB-P442S	Rubber Pad 4 x 4 x 2 w Screw
CHRUPS10	Vibration Pad 1000 x 1
CHBM150	Anti Vibration Pad 15 x 100 x 1000
CHBM200	Anti Vibration Pad 20 x 452 x 452-81 Squares
WVP3030R	Ripper Waffle Pad
1289	Duct Saddles



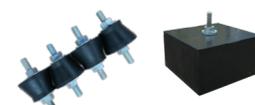
FOOT360



TTLR362



RF-PN-65FC



A35 & RB-P442S



CHRUPS10

CONDENSATE PUMPS

Part	Descriptions	Max Flow	Max Head	Boilers	Water Temp
ULTRAPUMP	Ultra Quiet Minipump 20.2 dBA - A/C	15 l/h @ 0m	6m @ 5 l/h	No	30°C Max
ULTRATANK	Sunny Condensate Pump 0.7l - A/C	18 l/h @ 0m	7m @ 3.5 l/h	No	60°C Max
TANK 1.3l	Tank Max Flow 1.3l - A/C	700 l/h @ 0m	5.5m @ 110 l/h	No	60°C Max
VISION PUMP	Quiet Minipump 21.2 dBA @ 1 Metre	15 l/h	5.5m @ 110 l/h	No	45°C Max
ULTRADUCT	Ultra Quiet Pump 20.2 dBA	15 l/h	6m @ 5 l/h	No	30°C Max



FP1080



FP1056



FP3312



FP2099

ASPEN PUMPS

Part	Descriptions
FP1056	Mini Take Pump (35 Ltrs/Hr)
FP1080	Aspen Mini Blanc (12 Ltrs/Hr)
FP2099	Hi Lift Condensate Pump 1L (11Ltrs/Hr)
FP2210	Aspen Maxi Orange (35 Ltrs/Hr)
FP2212	Aspen Mini Orange (12 Ltrs / HR)
FP2406	Aspen Mini Aqua Condensate Pumps
FP3312	Aspen Mini Lime Silent (12 Ltrs / Hr)
FP3349	Max Hi Flow Tank Pump (550 Ltrs / Hr)

BRACKETS

Part	Descriptions
CHBR-Y550G	Powder Coated - 1000mm W x 550mm H x 420mm L
CHBR-Y550S	Stainless Steel - 1000mm W x 550mm H x 420mm L
76096	Galvanized Bracket - 780mm Long x 40mm Side
76095	Galvanized Bracket - 460mm Long x 40mm Side
CHBRRB-16S	Stainless Steel - 1000mm W x 850mm Span x 750mm Unit Base



CHBR-Y550G



CHBR-16S



79096

TAPE

Part	Descriptions
CHTA005PV-BLACK	Black PVC Tape 50mm
CHTA005PV-WHITE	White PVC Tape 48mm
P904-0101	Foam Insulation Tape
P904-0201	2" Prestite Tape
P921-0005	48mm Cloth Tape.Tiki
P921-0008	48mm Foil Tape.Tiki
P921-0009	48mm Reinforced Foil
P921-0021	48mm Insultation Tape Black
P921-0021W	48mm White Tape
SIM055	Multi-Hole Suspension Band 0.55mm x 25mm x 25m
SIM055/10	Multi-Hole Suspension Band 0.55mm x 25mm x 10m



CHTA005PV-WHITE



P921-0021



SIM055



PAIRCOIL

Part	Descriptions
PC1438	Pre-Insulated Paircoil 1/4 3/8 x 20Mtr
PC1412	Pre-Insulated Paircoil 1/4 1/2 x 20Mtr
PC1458	Pre-Insulated Paircoil 1/4 5/8 x 20Mtr
PC3834	Pre-Insulated Paircoil 3/8 3/4 x 20Mtr
PC3858	Pre-Insulated Paircoil 3/8 5/8 x 20Mtr

Part	Description
PC1438FR	TUBE CU FIRERATED PRE-INSULATED 1/4 X3/8
PC1412FR	TUBE CU FIRERATED PRE-INSULATED 1/4 X1/2
PC1458FR	TUBE CU FIRERATED PRE-INSULATED 1/4 X5/8
PC3858FR	TUBE CU FIRERATED PRE-INSULATED 3/8 X5/8

NOTES



TERMS & CONDITIONS OF SALE

AHI CARRIER (NZ) LIMITED ("AHI CARRIER") TERMS AND CONDITIONS

These terms and conditions apply to all orders placed with and goods and services supplied by AHI Carrier but shall be read subject to the terms of any written quotation provided by AHI Carrier, the Buyer's order, except to the extent of any term or condition which is inconsistent with or qualifies or is contrary to these terms and conditions and any written confirmation of the Buyer's order or other written agreement of AHI Carrier (together "the contract").

1. PRICE

1.1. Prices are based on manufacturer's list price and/or cost of labour and raw materials, exchange rates, freight rates, insurance rates, and customs and GST rates ruling, as far as can be ascertained, at the time of quotation but the price payable by the Buyer shall be the price ruling at the time the goods are delivered to the Buyer or the services performed for the Buyer by AHI Carrier adjusted to take account of any changes in such prices, costs and rates, including any margin. Where there is any change in any laws, regulations, bylaws, codes or standards as a result of which additional costs or expenses are incurred or payable by AHI Carrier, such costs and expenses shall be added to the price and payable by the Buyer.

1.2. All prices are expressed in NZ dollars exclusive of GST and any other taxes, duties and levies, freight, insurance and handling charges and installation costs, all of which shall be added to the price and payable by the Buyer.

1.3. AHI Carrier will not be bound by clerical errors or omissions whether in computation or otherwise in any quotation, acknowledgment or invoice and the same shall be subject to correction.

2. ORDERS

2.1. Except as otherwise permitted by AHI Carrier all orders must be in writing and on AHI Carrier's standard purchase order form (if any). Orders may be faxed or emailed. AHI Carrier will not be liable for any errors in filling the terms of any order not in writing.

2.2. No order shall be binding on AHI Carrier until accepted in writing by AHI Carrier.

2.3. If additions or modifications to the goods and/or services quoted or ordered are requested by the Buyer and accepted in writing by AHI Carrier then the quotation or order will be adjusted to such extent as may be necessary having regard to the nature and extent of such additions or modifications but all other terms of the quotation or order shall continue to apply.

2.4. Orders, once accepted may not be cancelled and goods may not be returned for credit unless otherwise agreed.

2.5. AHI Carrier may make goods available on an installment basis with each installment constituting a separate order with the price being payable accordingly.

3. PAYMENT

3.1. If a deposit is required, it shall be paid immediately upon the Buyer's acceptance of the quotation or, where there is no quotation, immediately upon AHI Carrier's acceptance of the Buyer's order.

3.2. The price for the goods and services (excluding any deposit paid) shall be due and payable by the Buyer immediately upon receipt of invoice unless otherwise stipulated. If AHI Carrier stipulates that its standard credit terms apply, payment shall be due on the 20th of the month after invoice.

3.3. AHI Carrier may claim progress payments if quoted works are delayed or extend beyond one calendar month from commencement of the work.

3.4. Payment shall be made in cleared funds to the nominated account of AHI Carrier or in such other manner as AHI Carrier shall stipulate. Where goods and/or services are supplied overseas, payment shall be made in New Zealand currency at the rate of exchange ruling at the time of payment.

3.5. The Buyer shall not be entitled to withhold payment or make any deductions from or set-off against the contract price.

3.6. Any amount not paid on the due date shall incur interest at the rate of 2.5% per month or part month. Any costs, expenses, disbursements including legal costs (on a solicitor/own client basis) incurred by Carrier in the enforcement of its rights shall be paid by the Buyer on demand.

4. DELIVERY AND INSTALLATION

4.1. AHI Carrier will use all reasonable endeavours (subject to availability) to deliver, and where applicable, install the goods or provide the services at the time requested by the Buyer but will not be liable for any loss or damage whatsoever incurred by the Buyer by reason of any delay in or failure to do so and the Buyer shall not be entitled to cancel any order or refuse to accept delivery or refuse or delay payment as a result thereof.

4.2. Carrier shall be entitled to deliver the goods before the time requested by the Buyer.

4.3. AHI Carrier's delivery obligations shall be limited to making the goods available at its premises unless otherwise agreed by AHI Carrier in writing. Where the goods are to be delivered to the Buyer's premises, the Buyer shall ensure that AHI Carrier has full, free and uninterrupted access to the Buyer's premises to enable the goods to be delivered.

4.4. If the Buyer cannot or will not accept delivery of the goods at the requested date or such other date agreed by AHI Carrier in writing the Buyer shall pay on demand to AHI Carrier any storage charges incurred by AHI Carrier for the goods from the date following the date on which delivery was to be made until the date on which the goods are dispatched to the Buyer.

4.5. The Buyer shall promptly check for correctness in deliveries made and advise AHI Carrier of any discrepancy or shortage in the goods delivered or for any damage thereto. No claim for any discrepancy or shortage in the goods delivered or for any damage thereto will be admitted unless it is made in writing to AHI Carrier within 48 hours of delivery.

4.6. If AHI Carrier has agreed to install the goods or provide services at the Buyer's premises, the Buyer shall (at the Buyer's cost):

(a) Ensure that AHI Carrier has full, free and uninterrupted access to the Buyer's premises in all weathers without interruption or interference as and when specified or requested by AHI Carrier;

(b) Ensure that the Buyer's premises and foundations are structurally sound and in a proper condition for the installation to proceed;

(c) Provide all plant, materials, services and amenities required to be provided by the Buyer at such times and such manner as to cause AHI Carrier no delay in carrying out the installation;

(d) Provide safe and secure on site storage for materials and accessories supplied and used by AHI Carrier; and

(e) Obtain any license, permit, certificate or approval required to enable Carrier to carry out the installation.

4.7. If the Buyer does not comply with its obligations under this clause, the Buyer shall pay any additional costs or expenses incurred by AHI Carrier on demand.

5. RISK

5.1. Unless otherwise agreed by AHI Carrier in writing, the risk of any loss or damage to or deterioration of the goods shall pass to the Buyer when those items are removed from AHI Carrier's premises and it shall be the Buyer's responsibility to insure the goods from that time.

5.2. The risk of any loss or damage to or deterioration of any works carried out by AHI Carrier at the Buyer's premises shall pass to the Buyer when those works are no longer under AHI Carrier's direct control.

6. OWNERSHIP

6.1. Ownership of the goods will not pass to the Buyer until the Buyer has paid all monies owing to AHI Carrier (whether or not for the goods). Until such payment is made, ownership of the goods will remain with AHI Carrier and the Buyer will hold the goods as bailee for AHI Carrier with AHI Carrier having the irrevocable right to enter the Buyer's premises and disable or take possession of the goods at any time after payment is due and without being responsible for any damage caused thereby. The Buyer hereby indemnifies and agrees to hold harmless AHI Carrier from and against any costs associated with disabling (and subsequently re-enabling) or repossessing the goods and any damage howsoever caused in relation thereto including consequential loss or damage to any third party or to the Buyer.

6.2. If the Buyer resells the goods or any of them before payment is made, the Buyer shall hold the sale proceeds for and account of AHI Carrier. The Buyer shall ensure that any sale proceeds are paid into a separate bank account so that the proceeds are identifiable and traceable. If the Buyer resells the goods or any of them so as to create a debt owed to the Buyer, the Buyer hereby assigns all legal and equitable title to that debt to AHI Carrier and the Buyer hereby irrevocably appoints AHI Carrier as its attorney with all powers permitted by law for the purpose of effecting any such assignment and recovery of any such debt in the name of the Buyer for the benefit of AHI Carrier.

7. SECURITY

7.1. The Buyer acknowledges that these terms and conditions create a security interest in the goods and any proceeds of the sale of the goods as security for all of the Buyer's obligations to AHI Carrier pursuant to the Personal Property Securities Act 1999 ("the PPSA") in respect of which AHI Carrier may register a financing statement.

7.2. The Buyer shall provide all information, execute or arrange for execution of all documents and do all other things that AHI Carrier may require to ensure that AHI Carrier has a perfected first ranking security interest in the goods under the PPSA.

7.3. The Buyer shall immediately upon request by AHI Carrier, procure from any person considered by AHI Carrier to be relevant to its security position such agreements and waivers as AHI Carrier may at any time require.

7.4. The Buyer shall immediately notify AHI Carrier of any change in the Buyer's name, address details and any other information provided to AHI Carrier to enable AHI Carrier to register a financing change statement if required.

7.5. The Buyer waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of AHI Carrier under the PPSA and agrees that as between AHI Carrier and the Buyer the Buyer will have no rights under (or by reference to) sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA and where AHI Carrier has rights in addition to those in part 9 of the PPSA, those rights shall continue to apply.

7.6. In addition to the security interest in the goods, the Buyer hereby charges in favour of AHI Carrier all right, title and interest of the Buyer in and to the Buyer's premises as further security for the performance of the Buyer's obligations under the contract and agrees that AHI Carrier may register a caveat in respect of the security hereby created.

8. SPECIFICATIONS

8.1. Dimensions and specifications contained or referred to in the contract or in any catalogues or other publications made available by AHI Carrier are estimates only and the goods supplied may not correspond precisely with such dimensions and specifications. The goods will usually be expected to operate within customary or reasonable tolerances but no warranty is given in this regard.

8.2. AHI Carrier reserves the right to make minor modifications to the goods ordered. Any major modifications to the goods must be agreed in writing by the parties.

8.3. Any information provided by AHI Carrier concerning performance capability, noise and/or vibration levels of the goods is given only for advice or guidance and AHI Carrier does not give any warranty or contractual undertaking of any nature whatsoever that such performance or such levels will be achieved or met following installation or operation.

9. WARRANTIES

9.1. Where goods and/or services are supplied to the Buyer by AHI Carrier on the basis of AHI Carrier's Warranty Policy, the only warranties given by AHI Carrier are set out in the Warranty Policy. Where the Warranty Policy applies the extent of AHI Carrier's liability for breach of its express warranties and the procedure for claims are set out in the Warranty Policy.

9.2. In all other cases, AHI Carrier warrants in respect of any defects in material or workmanship in new goods arising within the periods specified in the

quotation or confirmation of Buyers order or, where no time is specified, within 12 months from the date of delivery or the installation of the goods by AHI Carrier (whichever is the later) that AHI Carrier will at its sole discretion, replace the defective goods or parts thereof or repair or make good the defects or allow a credit in respect of the goods. No claim will be accepted under this warranty unless written notice of the claim is received by AHI Carrier as soon as reasonably possible after the defect is discovered nor shall any claim be accepted if any attempt to repair any defect is made by any person not authorized by AHI Carrier to effect such repairs. Should AHI Carrier elect to replace any defective goods or parts thereof or repair any defects, the Buyer shall, at its costs, deliver the goods to AHI Carrier or to such other place or places as AHI Carrier may specify.

9.3. AHI Carrier further warrants in respect of packaged liquid chillers and complete refrigerant systems supplied by AHI Carrier as self-contained packaged air conditioning units that, for any applicable period of warranty (and in any event for no longer than 18 months from the date of supply) AHI Carrier will replace refrigerant loss from the equipment caused by any defect in AHI Carrier's goods, materials or workmanship. The replacement of refrigerant by AHI Carrier does not apply where the goods have been abused, misused or adjusted by unauthorized personnel. This warranty will not apply if Carrier does not supply the complete refrigerant system.

9.4. Notwithstanding the above, no warranty is provided in respect of second hand or re-conditioned goods.

9.5. If the Buyer enters into a Service Contract with AHI Carrier in respect of any goods, the Buyer's rights under this clause will be satisfied by the warranty credit specified in the Service Contract, which shall cover the maintenance and servicing of the goods to the exclusion of this contract

with effect from the installation date. AHI Carrier may defer without penalty any maintenance service, to be provided by it for any goods sold, so long as any amounts remain overdue for payment or any credit limit is exceeded by the Buyer.

9.6. All other conditions, guarantees, warranties and assurances of any kind other than those provided above are excluded to the fullest extent permitted by law. The provisions of the Consumers Guarantees Act 1993 are excluded where the Buyer acquires the goods and/or services or holds out that the goods and/or services are being acquired for business purposes.

9.7. AHI Carrier shall not be liable for any representation or statement which is not included in these terms and conditions or any quotation or confirmation of Buyer's order. No agent, employee or representative of AHI Carrier is authorized to make or give any representations, conditions, guarantees or warranties which are not confirmed by AHI Carrier in writing.

10. LIMITATION OF LIABILITY

10.1. To the fullest extent permitted by law, AHI Carrier shall not be liable whether in contract, tort (including negligence) or otherwise for any direct, indirect or consequential loss, damage or injury arising out of the manufacture, sale, delivery, installation, existence or use of the goods or supply of the services.

10.2. Regardless of the legal basis of any claim, AHI Carrier's maximum liability to the Buyer under any circumstances shall be limited to the price paid for the goods and/or services in relation to which the claim relates.

11. FORCE MAJEURE

11.1. AHI Carrier's obligations shall be suspended during any period in which AHI Carrier may be prevented or hindered from carrying out its obligations, through any circumstances outside its reasonable control. AHI Carrier shall not be under any liability in respect of such suspension and in particular AHI Carrier shall be under no obligation to deliver at any particular future date any goods not delivered during the period of suspension.

12. SERVANTS AND AGENTS

12.1. All references in these terms and conditions to AHI Carrier shall, where appropriate to the context, include the servants, employees and agents of AHI Carrier and every exception, limitation, condition and liberty contained and every right, exemption from liability, defence and immunity of whatsoever nature to which AHI Carrier is entitled under these terms and conditions shall also be available and shall extend to protect every such servant, employee or agent of AHI Carrier.

13. ASSIGNMENT

13.1. Unless otherwise agreed in writing, the Buyer will not assign either the benefit or the burden of the contract with AHI Carrier.

13.2. AHI Carrier shall be entitled to assign to any other person or company all or any part of AHI Carrier's right, title and interest under the contract.

14. DEFAULT BY THE BUYER

14.1. If:
(a) The Buyer fails to comply with any of its obligations under these terms and conditions; or

(b) The Buyer goes into liquidation or if an individual, commits any act of bankruptcy; or

(c) A receiver, manager, statutory manager, administrator or like person is appointed in relation to the Buyer or any of its assets; or

(d) The Buyer enters into any compromise with creditors; or

(e) Any distress or execution is levied against the Buyer's property or any judgment or any court against the Buyer remains unsatisfied for more than 7 days; or

(f) AHI Carrier reasonably believes that the Buyer is insolvent or is a credit risk; or

(g) Any of these events occur in relation to or by any guarantor of the Buyer's obligations; then AHI Carrier may exercise any one or more of the following remedies, without prejudice to any other rights or remedies which it may have:

(a) Declare all unpaid moneys to be immediately due and payable;

(b) Cancel any credit terms or discounts in favour of the Buyer and require payment in cash;

(c) Suspend performance of its obligations until the provision of sufficient security (such suspension shall not prevent AHI Carrier from terminating the contract

during the period of suspension); and/or

(d) Cancel and retain as liquidated damages any monies paid by the Buyer and sue the Buyer for damages.

14.2. In addition to any right to recover damages against the Buyer for breach of these terms and conditions (irrespective of whether AHI Carrier cancels the contract), the Buyer hereby indemnifies and agrees to hold harmless AHI Carrier from and against all cost, expenses and losses it may suffer as a result of any breach of these terms and conditions by the Buyer.

15. INTELLECTUAL PROPERTY

15.1. Copyright in all drawings, specifications and other technical information provided to the Buyer by AHI Carrier is vested in AHI Carrier.

15.2. If any goods are to be supplied to the Buyer's design, the Buyer warrants as an essential term that the manufacture and supply of the goods by AHI Carrier will not infringe any patent, copyright, registered design or other rights of any person and the Buyer hereby indemnifies and agrees to hold harmless AHI Carrier from and against any liability incurred by AHI Carrier including any costs and expenses if any claim is made by the manufacturer or supplier of such goods by AHI Carrier infringes any patent, copyright or other rights of any other person.

16. WAIVER AND VARIATION

16.1. No delay, forbearance, indulgence or neglect by AHI Carrier shall constitute a waiver of any breach, right or remedy under the contract. AHI Carrier shall not be deemed to have waived any breach, right or remedy unless the waiver is in writing by AHI Carrier or by a person duly authorized by AHI Carrier

16.2. Without affecting orders which have already been accepted, AHI Carrier may alter or replace these terms and conditions at any time and all orders placed subsequently shall be on the altered or replaced terms and conditions.

17. GOVERNING LAW

17.1. These terms and conditions shall be governed by and construed in accordance with the Laws of New Zealand and the parties shall submit to the non-exclusive jurisdiction of the New Zealand Courts. In the event of any dispute arising, any proceedings will be held in Auckland, New Zealand.

17.2. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to any goods supplied pursuant to these terms and conditions.

EASE OF INSTALLATION

**FACTORY™
AUTHORIZED
PARTS**

ENGINEERED QUALITY

TOTALINE®

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