

ChlorStor® - / klor.sto:r / def. free standing purpose-designed structure for the safe management of chlorine storage and operation.

This document may be shared with only government agencies and their authorised agents on an expressly confidential basis (Rule 4 – Protection of Supplier Information, Government Procurement Rules) - *vendor designed solution*.

Design features:

- a) Chlorine compliance based on AS/NZS2927:2019 for vacuum systems with natural ventilation.
- b) Design standards:
 - a. IL4 for seismic zones 1 to 4
 - b. Z Hazard factors zones 1 to 4
 - c. Wind zone A7:W2500 up to 60 m/s, Terrain Category 1
 - d. Soil classes A and B, C and D.
- c) Snow loading @ 900m – 2.1kPa.
- d) 50-yr design life
- e) Space for up to 3+3+3 70kg chlorine cylinder racks (duty/standby/spare).
- f) Lockable door from outside only, opening outwards and exterior latch. Compliant vermin mesh over vents.
- g) Producer Statement: PS1 – CMEngNZ Engineer
- h) Site to provide specific foundation details based on local conditions and seismic zone.



Dimensions - OA External: L2940mm, W2540mm, H2640 - OA Internal: L2500mm, W2000mm, H2400mm
- Gross Finished Weight: 11 Tonnes - Four-point lifting anchors (spreader bar lift). Artist's image includes optional extras; actual product may vary.



Options: Exterior painting, chlorine storage systems, gas detection and alarms, offsite fit out, Electrical: 230V/1ph junction box, wiring for 3 x IP54 power points and 1200mm LED lighting batten, signage

Price on application

General

1. This structural specification applies to New Zealand and the conditions and situation described in the Basis of Design contained herein.
2. The customer shall at their own cost obtain the necessary approvals to meet any Hazardous Substances requirements, consents and permits etc for each site/location.
3. These structural specifications shall take precedence unless otherwise advised by the Design Engineer or as covered by the Architectural Specifications having superior standards.
4. Advise the Design Engineer of any changes in the existing construction and/or ground conditions to that shown or implied on the plans and obtain decision before proceeding further.
5. Customer to comply with any applicable PCBU requirements.
6. Comply with Health & Safety in Employment Act & Regulations.
7. Maintain safe site and work practices at all times.
8. Obtain comprehensive insurance cover for the work including protection of adjacent land and buildings as appropriate.
9. All work and materials shall comply with the Building Act & Regulations.
10. Obtain Building Consent as required, call for all scheduled inspections and final inspection for Code of Compliance on completion.
11. Check all dimensions and levels on site before starting construction work.
12. Sequencing of the site work is by the customer unless specifically given here.
13. Electrical fit is out is optional, unless expressly included within proposal details.

Additional Basis of Design

1. Design Loadings AS/NZS 1170
3. Durability All Zones to NZS 3101 (see concrete notes)
4. Seismic Hazard $Z = 0.6$ (max) Return Period 1 2500
5. Near fault factor = 1.0
6. Subsoil Type 'D' as worse type
7. Wind Loading Design Wind Speed ULS W2500= 60 m/s (2.1kPa)
8. Live Loadings Roof 0.25 kPa and 1.4 kN
9. Ground Floor 5 kPa and 1.8 kN
10. Concrete Structures NZS 3101

Structure

1. Design based on base of unit uniformly supported on firm and stable ground.
2. Refer to the sub-soil investigation report for each site if required.
3. Concrete Construction to NZS 3109
4. Concrete 28-day minimum strengths:
 - Foundations 40 MPa
 - Beams & Slabs 40 MPa (or greater as specified by Engineer)
 - Pre-Cast 40 MPa (or greater as specified by Manufacturer)
 - Concrete finishes to be U5 on formed faces and minimum of U3 on trowelled hand finished faces
 - Panel edges to have a 12 to 15mm fillet on exposed edges.
5. Reinforcement to AS/NZS 4671
6. Reinforcing must be bent to the standards of NZS3101 Section 8.
7. Mesh Grade SEISMIC 500E (SE series mesh)
8. Structural Adhesive: Shall be Ramset Epcon C6 System installed in accordance with the manufacturer's instructions.
9. Structural grout for bonding of RB12 dowels to the roof slab shall be general purpose structural grout with a minimum of 50 MPa after 28 days.
10. Vents: As per construction drawings and installed in accordance with the Manufacturer's instructions.
11. Doors and locking hardware: To be installed in accordance with the Manufacturers recommendations.
12. Lifting and handling of precast units to be in accordance with the approved Code of Practice for The Safe Handling, Transportation and Erection of Precast Concrete.



TERMS OF TRADE – August 2017

1. APPLICATION OF TERMS

- 1.1. Application: These Terms of Trade apply to all supplies of goods and services by WaterPro to the Customer.
- 1.2. Version: This version of the Terms of Trade is effective from 1 August 2017 and replaces any earlier version.
- 1.3. Inconsistency: If these Terms of Trade are inconsistent with any other terms relating to the supply of goods or services by WaterPro to the Customer, these Terms of Trade will prevail.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Definitions: In these Terms of Trade, unless the context otherwise requires:
 - (a) account receivable, collateral, equipment, financing change statement, financing statement, inventory, proceeds, security interest, and verification statement have the meanings given to those terms by the PPSA;
 - (b) Application Form means WaterPro's form of application for a credit account completed by the Customer and approved by WaterPro (if any);
 - (c) Business Days means any day excluding Saturdays, Sundays, and statutory public holidays;
 - (d) Consumer Goods means goods or services that are used or acquired for use primarily for personal, domestic, or household purposes;
 - (e) Customer means the person to be supplied goods and services by WaterPro under these Terms of Trade, and, where the context allows, includes the Customer's employees, contractors, and other agents;
 - (f) WaterPro means WaterPro Environmental Limited;
 - (g) PPSA means the Personal Property Securities Act 1999;
 - (h) Terms of Trade means these terms of trade, as varied from time to time in accordance with clause 13.1;
 - (i) we, us, or our refers to WaterPro.
 - (j) you or your refers to the Customer.
- 2.2. Parties: References to any party include, where applicable, that party's executors, administrators, successors, and permitted assigns.
- 2.3. Plural and Singular: References to the singular include the plural and vice versa.
- 2.4. Headings: Headings are for ease of reference only and will not affect the interpretation of these Terms of Trade.
- 2.5. Monetary Amounts: All monetary amounts referred to in, or payable under, these Terms of Trade are in New Zealand dollars, and must be paid in that currency.
- 2.6. Negative Obligations: An obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- 2.7. Inclusive Expressions: The term 'including' or any similar expression will be deemed to be followed by the words 'without limitation'.

3. DELIVERY AND RISK

- 3.1. Insurance and Risk: You are responsible for insurance of, and assume all risk in, the goods from the time they leave our premises.
- 3.2. Place of Delivery: Goods will be delivered to the place you direct or, if there is no direction, to your premises.
- 3.3. Delivery Costs: You will pay all costs of delivering the goods. If we deliver any order in instalments, then each delivery will be deemed to be a separate contract.
- 3.4. Possession: You do not have the right to possess goods until they are delivered to, or collected by, you or your agent. Where you ask us to deliver goods directly to another person, that person takes possession of the goods for you as your agent and you are still directly responsible to us under these Terms of Trade.
- 3.5. Shortage and Damage: All claims for shortage or damage must be made to the carrier and to WaterPro within 2 Business Days of the date of delivery.
- 3.6. Delay: We will make every effort to ensure delivery of goods and performance of services is on time. However, we will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance.

4. QUOTATIONS, ORDERS, AND PRICE

- 4.1. Price: Unless otherwise agreed in writing, prices for goods or services are as per our rates prevailing at the date when you place an order for goods or services. Prices are subject to alteration in our sole discretion and without notice to you.
- 4.2. Quotations: Quoted prices are valid for the time stated on any quotation, or if no time is stated, five Business Days.
- 4.3. Assembly: Unless otherwise stated in writing, all goods will be box shipped and it is your responsibility to assemble, configure, or install the goods, as necessary.
- 4.4. Taxes and Duties: You agree to pay goods and services tax and any other government duties, levies, or taxes relating to the goods or services.
- 4.5. Support Services: All installation and other support services will be charged out at WaterPro's rates prevailing at the date the service is supplied.
- 4.6. Changes to Orders: Any variation, waiver, or cancellation of an order by you will have no effect unless accepted in writing by WaterPro. If WaterPro accepts a variation, waiver, or cancellation, we may levy you a handling charge of up to 20% of the price of the goods.

5. PAYMENTS AND PROPERTY

- 5.1. Payment: Unless we have agreed in writing to extend credit to you, you must pay for all goods in full before delivery or collection.
- 5.2. Credit: Where we have agreed in writing to extend credit to you, and unless otherwise advised to you in writing, you must pay in full, without deduction or setoff, by the 20th of the month following the month the invoice is issued. Your payment is made only when funds have fully cleared through the banking system into our bank account.
- 5.3. Late Payment: If you have not paid in full by the due date, we may charge you interest, compounding monthly on the last day of each month, on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by our bankers. We may charge costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further goods, or performance of further services, until the account is fully repaid.
- 5.4. Inventory: Payments you make to us will be applied firstly to any amount owing for goods that have been purchased as inventory and that have been sold by you, and secondly to payment for goods supplied by us that have not been sold by you.
- 5.5. Retention of Ownership: The proprietary rights and interests in, and ownership of, the goods, whether in their original form or incorporated in or attached to another product, will not pass to you until WaterPro receives payment in full of the purchase price of the goods and all other amounts you owe to WaterPro for any reason.
- 5.6. Bailee: Until ownership passes to you in accordance with clause 5.5, you will receive, hold, and use the goods as a fiduciary bailee for WaterPro, and store and sell them in a manner to enable them to be identified and cross referenced to particular invoices.
- 5.7. Trading Stock: Unless otherwise notified in writing, where goods are sold to you as inventory or consignment stock or otherwise for resupply (including by way of attachment to or incorporation into manufactured or assembled goods) you are authorised to sell the goods in the ordinary course of your business, but you must hold any accounts receivable or other proceeds for our benefit. If you use any proceeds to purchase replacement inventory, whether from WaterPro or a third party, you hold that replacement inventory and its proceeds as collateral for our benefit until all amounts owing to us are paid.
- 5.8. Equipment: You must not resell or part with possession of any equipment that we supply for your use before you have paid for it in full, unless we have given you written consent.
- 5.9. Refusal of Delivery: Notwithstanding clauses 5.1 and 5.2 above, all payments will become due to WaterPro if:
 - (a) you refuse to accept delivery of any goods without reasonable cause;
 - (b) we reasonably believe information you have given us in the Application Form is not or no longer correct and you have failed to give us correct information within 5 Business Days of our request;
 - (c) without our consent you sell or otherwise dispose of any equipment, machinery, or software that has not been paid for;
 - (d) you become insolvent, commit an act of bankruptcy, or if a receiver, administrator, liquidator, or statutory manager is appointed over any of your assets or undertaking;
 - (e) you fail to comply with any of the provisions of clause 6; or
 - (f) you make or attempt to make an arrangement or composition with creditors.
- 5.10. Consumer Goods: Where you Consumer Goods from us on credit, nothing in clauses 5.11 or 6.6 will limit or derogate from rights you may have under the Credit (Repossession) Act 1997. Where you acquire consumer goods, we will have the right to take possession of the consumer goods if:
 - (a) you are in breach of any part of clauses 5 or 6 of these Terms of Trade; or
 - (b) the goods are at risk. Goods are "at risk" if we have reasonable grounds to believe that the Consumer Goods have been or will be destroyed, damaged, endangered, disassembled, removed, or concealed contrary to the provisions of the agreement.Where we have the right to take possession of goods, you give us the right to enter your premises to remove the goods. In exercising our rights of entry we will comply with our obligations under the Credit (Repossession) Act 1997.
- 5.11. Collateral at Risk: Except in relation to Consumer Goods to which clause 5.10 will apply instead of this clause 5.11, where WaterPro reasonably believes that any collateral is at risk or that you are or will be in breach of any part of clauses 5 or 6 of these Terms of Trade:
 - (a) WaterPro or its agents may enter your premises without further notice to you or any other person, to remove any goods that are the property of WaterPro, including goods installed in or affixed to other goods, using such force as is necessary and without prejudice to any other rights of WaterPro; or
 - (b) WaterPro may appoint a receiver of all or any part of the collateral (being goods supplied by WaterPro together with proceeds in any other form) in accordance with clause 25 of the Auckland District Law Society Memorandum of General Terms and Conditions 2015/4326, as amended from time to time. That clause is incorporated into these Terms of Trade in its entirety, together with any other clauses necessary for its operation.
- 5.12. Indemnity: You indemnify WaterPro against all costs and claims arising from the exercise of its rights under this clause 5.

6. SECURITY INTERESTS

- 6.1. Mortgage: If called upon to do so by WaterPro, you will grant to us an all obligations mortgage, in the then current Auckland District Law Society form, over any real property in which you have a legal or beneficial interest.
- 6.2. Security Interest: If we already have a security interest in the goods and their proceeds, that security interest is continued under these Terms of Trade. Otherwise, you grant us a security interest in the goods. Our security interest covers the goods and their proceeds to the value of all goods and services that we have supplied to you, whether or not they have become accessions to other goods or processed or commingled into or mixed with other goods. The goods and services subject to the security

interest will be described on our invoices. Where goods have become mixed with other similar goods supplied by other persons, you grant us a security interest in the mixed goods to the value of the goods in the mixture that we have supplied to you but which have not yet been paid for. Our security interest also covers any other amounts owing to us including enforcement costs arising from your breach of these Terms of Trade.



6.3. Financing Statement: You will do all acts necessary and provide us on request all information we require to register a financing statement over the goods and their proceeds, and you will advise us immediately in writing of any changes to that information. You waive the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest. You agree that nothing in sections 114(1)(a), 132, 133, and 134 of the PPSA will apply to these Terms of Trade or the security interest under it, and waive your rights under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.

6.4. Information Request: You will provide WaterPro, within 2 Business Days of its written request, with copies of all security interests registered over your personal property. You authorise WaterPro to request information from any secured party relating to any registered security interest in any personal property.

6.5. Financing Statement Costs: WaterPro may require you to pay all reasonable costs, including legal costs on a solicitor-client basis, associated with the discharge or amendment of any financing statement registered by WaterPro, whether or not the charge was initiated by you.

6.6. Repossession of Goods: Subject to any rights you may have under clause 5.10, if we repossess goods under these Terms of Trade, we may retain those goods or dispose of them without notice to you or any other person, and, after deducting reasonable costs of sale, we may credit any surplus by way of setoff against any amounts owing to us. We will not be obliged to provide you with a statement of account or pay any person other than you or your receiver or liquidator any sum in excess of the total amount you owe us at the time we credit your account. We will not be obliged to reinstate or resupply any repossessed inventory or equipment to you.

6.7. PPSR Searches: You authorise us to search the Personal Property Securities Register at any time for any information about you or (if you are a company) your parent or associated companies.

7. WATERPRO WARRANTIES

7.1. Manufacturers' Warranties: Goods are subject to the manufacturers' warranties only. WaterPro will pass on the benefit of those warranties to you, without itself being directly liable to you under any warranty.

7.2. Warranties Void: Any warranty may be voided by unreasonable use, damage or misuse of equipment, problems caused by the misuse of software or faulty software, damage after the goods left WaterPro's control, negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications, or the use of hardware, software, or consumables not supplied by WaterPro.

7.3. Warranty Assistance: We may refuse warranty assistance if any amount you owe is overdue.

7.4. Non-Consumer Goods: Where the goods or services that you acquire from WaterPro are not Consumer Goods, or where you acquire, or hold yourself out as acquiring, the goods or services for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 and the conditions, warranties, and guarantees set out in the Sale of Goods Act 1908 or implied by law will not apply and are excluded from these Terms of Trade.

8. CUSTOMER WARRANTIES

8.1. Consumer Goods: If you acquire any goods or services from WaterPro for re-supply as, or to incorporate or attach any goods or services acquired from WaterPro into, Consumer Goods, you warrant that:

(a) if you supply the Consumer Goods directly to an end user/consumer you will do so using terms and conditions of supply that exclude liability for any claims against WaterPro under the Consumer Guarantees Act 1993; and

(b) if your customer acquires any goods or services for re-supply, your customer and each person in the distribution chain will exclude liability in its contract of supply for any claims under the Consumer Guarantees Act 1993, but in each case only where the end user/consumer acquires the goods for business purposes.

8.2. Consumer Goods Indemnity: You agree to indemnify WaterPro, and its suppliers and manufacturers of the goods, against any failure by you, your customers, or any person in your distribution chain to properly contract out of liability to business end users under the Consumer Guarantees Act 1993.

8.3. General Indemnity: You will indemnify WaterPro:

(a) for any damage, economic or other loss, or expenses (including legal expenses on solicitor-client basis) caused by your use of goods supplied by WaterPro;

(b) against any claims or proceedings against WaterPro to the extent caused by you or arising from your breach of the Terms of Trade; and

(c) against any claims or proceedings against WaterPro arising in any way from your use of goods supplied by WaterPro.

9. LIMITATION OF LIABILITY

9.1. No Warranties: To the extent permitted by law, WaterPro excludes all warranties, conditions, and representations, whether express or implied, statutory or otherwise, relating in any way to the goods or services supplied under these Terms of Trade.

9.2. Exclusion of Liability: To the extent permitted by law, WaterPro excludes liability, including for negligence, to you or anyone else in respect of any loss or damage (including special, indirect, or consequential loss or damage), costs and expenses suffered by you or claims made against you arising from or in connection with any use of goods supplied by WaterPro to you or any other person.

9.3. Fit for Purpose: No warranty is given that goods or services supplied by WaterPro will be fit for your, or your customer's, purposes.

9.4. Force Majeure: WaterPro will not be liable for any losses of any kind or any delay in supplying goods or services which are caused in whole or in part by force majeure including (but not limited to) any act of God, natural disaster, flood or earthquake, strike, lockout, fire, war, civil commotion, network service failure, inability to obtain goods or supplies including the imposition of any export or import bans, or any other cause beyond its reasonable control. WaterPro will not be required to settle a strike or lockout or other industrial disturbance against its wishes in order to benefit from this clause.

9.5. Limited Liability: To the extent permitted by law, WaterPro's liability will be limited to the value of any defective goods or services supplied, and none of WaterPro, its employees, contractors and agents, any manufacturer or developer of the goods or any of their materials or components, or any supplier of services, will be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This limitation of liability includes costs (including costs of returning goods to WaterPro or to any manufacturer), loss of data, consequential loss, loss of contracts, loss of profits and damage caused by or arising from delays in manufacturing or delivery, faulty or delayed installation, unreasonable use, negligence (including a failure to do something which should have been done or to prevent something from happening), faulty specifications and design, and faulty materials or components of the goods.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. No Transfer: Neither WaterPro nor its suppliers and manufacturers of the goods transfer any right, title, or interest in any copyright, trade marks, or other intellectual property rights relating to any goods.

10.2. Warranty and Indemnity: If you ask us to provide goods or services in relation to any design or drawing, you warrant that you have permission to use that design or drawing, and you indemnify WaterPro against all costs and losses of any kind, including claims from third parties, which arise as a result of your failure to comply with this clause.

10.3. Survival: This clause 10 will survive the termination of any agreement between the parties.

11. PERSONAL INFORMATION

11.1. Use: WaterPro will use any personal information that you supply for credit, administration, service, and marketing purposes. You have the right to access, and to ask for correction of, your personal information.

11.2. Authorisation: You authorise any person or company to provide WaterPro with any information it may require in response to your application for credit and/or other enquiries, and you authorise WaterPro to search the Personal Property Securities Register for any information about you (or, in the case of a company) your parent or associated companies.

11.3. Unsubscribe: You have the right to choose not to receive marketing or promotional emails, faxes, or mailers from us that do not relate to your orders or enquiries. You may make this request by emailing us at info@waterpro.co.nz, with the word "unsubscribe" in the subject line.

12. DEFAULT

12.1. Remedies: If you breach or fail to perform any obligation under these Terms of Trade or any other contract with WaterPro, we may, without prejudice and in addition to any other rights or remedies we may have, exercise all or any of the following rights:

(a) Delay performance of our obligations under the Terms of Trade until the matter is resolved to our satisfaction.

(b) Suspend or cancel in whole or in part these Terms of Trade or any other contract between you and WaterPro by written notice to you.

(c) Recover from you all amounts for any damage, losses, costs, or expenses, including actual legal costs and expenses arising from your default of these Terms of Trade, including your payment obligations.

(d) By notice to you, require that all amounts owed to WaterPro whether due or not are paid immediately.

13. GENERAL

13.1. Amended Terms: WaterPro may from time to time change the Terms of Trade by posting or emailing to you a written set of the amended terms, to the postal address or email address held for you by WaterPro. You agree that the amended terms will be effective upon posting or being emailed to you and are deemed accepted by you placing any order after the date of posting or emailing to you.

13.2. Credit Assessment: You agree that you will do all acts necessary and provide to us or our insurers directly, on request, all financial information required in order to enable a credit risk assessment to be undertaken by either us or our insurers in regard to the customer.

13.3. Power of Attorney: You irrevocably appoint WaterPro as your attorney for the purpose of executing any documents required to enforce any right under these Terms of Trade.

13.4. No Assignment: You may not assign your rights or obligations under these Terms of Trade without our prior written consent.

13.5. No Waiver: If WaterPro fails to enforce any terms or to exercise its rights under these Terms of Trade at any time, WaterPro has not waived those rights.

13.6. Severability: If any provision of the Terms of Trade is held to be invalid or unenforceable for any reason, the remaining provisions will remain in full force and effect and the parties will adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these Terms of Trade.

13.7. Governing Law: These Terms of Trade are governed by the laws of New Zealand. You agree that any dispute is subject to the non-exclusive jurisdiction of the New Zealand courts although WaterPro reserves the right to commence any proceedings against you in any other court.