

To: Energy Associates Limited ("EAL")

We are a user of electric motors ("Motor User") and agree to participate in the electric motors bounty scheme ("Scheme") with EAL on the terms and conditions referred to below:

**Motor User Details:**

Company name		Contact Person	
G.S.T number		Telephone	
Postal Address		Email	
Physical Address		Bank Account Name	
Bank Account # (For bounty payment)			

**Motor User Agreement:**

In consideration for EAL's agreement to facilitate payment of bounties by the Energy Efficiency and Conservation Authority ("EECA") as set out below, we agree as follows:

- At our discretion, we will from time to time make available electric motors ("Motors") available for the Scheme.
- We will notify EAL or an Accredited Service Provider appointed by EAL to the Scheme when Motors become available and provide the details of the Motors, as notified by EAL.
- We acknowledge that there are 'motor' and 'in-service' (replacement) bounty payment components, payments of which are based on the size of the Motor disposed of and the size of the replacement Motor up to a maximum of 185 KW.
- We will use our best endeavours to ensure that the Motors for which we request bounty payments will meet the bounty criteria (available at www.motorbounty.co.nz).
- We agree to install Minimum Energy Performance Standard 2006 ("MEPS") compliant motors as replacements for bountied Motors, and put the replacements into applications that have operational requirements that could have been met by the bountied Motor. Where there is no commitment to installing a MEPS 2006 compliant replacement for a Motor, any bounty payment is at the discretion of EAL.
- We agree to transfer title to the removed Motor(s) to qualify for the motor component of the bounty, and that title to a Motor is transferred to EAL when the Motor has been verified and accepted into the Scheme and we have delivered the Motor to the agreed location for disabling.
- We accept that risk of loss or damage of a Motor remains our responsibility until that risk is assumed by EAL either when: a) the Motor is removed from our site by EAL or its relevant Service Provider, or when b) in the case of delivery by us, upon delivery to EAL or its relevant Service Provider.
- If required we authorise EAL, the relevant Service Provider or a representative of the Energy Efficiency and Conservation Authority to enter our site to remove the Motor(s) and we will reimburse the reasonable costs incurred by EAL or its relevant Service Provider in removing the Motor(s) and delivering it/them to their storage facility.
- We warrant that we are GST registered and will accept a buyer generated invoice issued by EECA as authorised by the Inland Revenue Department.
- We warrant that all information provided in this form or otherwise given by us to EAL or the relevant Service Provider is true, complete and accurate and we are not aware of any circumstance not otherwise disclosed which might be material to the Scheme.
- We authorise EAL, the relevant Service Provider or a representative of the Energy Efficiency and Conservation Authority to enter our site to inspect anything necessary to verify the information provided in this form or otherwise given to EAL or the relevant Service Provider.
- We acknowledge that acceptance of the Motors into the Scheme is at the discretion of EAL.


Signed by Motor User \_\_\_\_\_

Date:

**EAL Agreement**

We agree, subject to the rules of the Scheme published on [www.motorbounty.co.nz](http://www.motorbounty.co.nz) (and as amended from time to time), as follows:

- We warrant that we are authorised by EECA to process and approve the payment of bounties to motor users.
- We will facilitate EECA's payment to the Motor User of the bounties to which the Motor User is entitled for a Motor(s) under the Scheme provided that the Motor(s) meets the bounty criteria, is/are accepted by EAL into the Scheme and the Motor(s) details and condition are verified by the relevant Service Provider.
- Subject to the other provisions of this agreement, we will ensure payment of the applicable bounties on the 20th of the month following acceptance of the Motor(s) into the Scheme and when the Motor has been delivered to the agreed location for disabling and any in-service requirements have been met.
- We agree that if we enter the Motor User's site, we will comply with all the site's Health and Safety requirements and any other requests of the site management.

Signed by EAL  Director Energy Associates Ltd.

Date: 01/11/10