



CONSUMER CREDIT AGREEMENT

U Finance Limited
141 Boundary Road
Papakura
Auckland 2110
PH: 0800 864 824

ClientAddress

Loan Number	LoanId
Effective date of Statement	LoanStartDate

Account Name	LoanName
Account Type	LoanType Description

DISCLOSURE STATEMENT

IMPORTANT INFORMATION

This document sets out the key information about your consumer credit agreement which is this Disclosure Statement and the General Terms attached (together the "agreement") with U Finance Limited ("us", "we", "our"). You (or if you are a Guarantor) should read it thoroughly. **If you do not understand anything in this agreement, you should seek independent advice.** You should keep this agreement in a safe place.

Other information is contained in the General Terms (including any Appendices) and the signing page which includes the Guarantee & Indemnity terms below.

The law gives you a limited right to cancel the agreement. See the Right to Cancel below for full details of your right to cancel. **Note that strict time limits apply.**

FULL NAME AND ADDRESS OF CREDITOR This is the person or company providing you the credit.

You may send notices to us by: <ul style="list-style-type: none"> • Writing to us at our postal address; or • Sending an email to the address specified; or • Texting us on the number specified 	Name:	U Finance Ltd
	Physical Address:	141 Boundary Road Papakura Sth Auckland 2110
	Postal Address:	141 Boundary Road Papakura Sth Auckland 2110
	Phone Number:	0800 864 824
	Email:	info@ufinance.co.nz

FULL NAME AND ADDRESS OF CUSTOMER (S) The persons responsible for making payments to us.

JointNames		
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FULL NAME AND ADDRESS OF GUARANTOR(S) The persons who guarantees the payments and performance by you

GuarantorNames		
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CREDIT DETAILS

Initial unpaid balance:
This is the amount you are borrowing and is made up as follows:

OpeningBalance made up of: \$	OpeningTransactions Doc/setup fee	\$450.00
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INTEREST

Annual interest rate:
InterestRateAnnual

InterestRatePeriod

Total interest charges
This is the total amount of the interest charges payable under the agreement.

TotalInterest

Method of charging interest
Interest charges are calculated and charged at the end of each month by multiplying the average unpaid daily balance for the preceding month by a monthly interest rate. The monthly interest rate is calculated by dividing the annual interest rate by 12.

CREDIT FEES AND CHARGES

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the agreement.
Your credit agreement may allow us to vary this/these fee(s) and charge(s).

- Variation Fee: \$75.00 per additional advance made to you, or other variation to the agreement.
- Account closing fee: \$40.00

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.
*Our **General Terms** allow us to change the credit fees and charges. See paragraph 3.1 of the General Terms.*

CONTINUING DISCLOSURE

The creditor may be required to provide you with regular statements. The statements will give you information about your account. Statements will be provided at the end of every sixth month.

PAYMENTS You are required to make each payment in the amount specified and at the time specified.

Payments

Total amount of payments

TotalPayments

Method of Payment: ASB U Finance Limited **12-3237-0045403-00** by Automatic Payment.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security interest(s)

This is secured credit. We have an interest in the Unit listed below to secure performance of your commitments to us under this agreement. **If you fail to meet your commitments, then to the extent of the security interest, we may be entitled to repossess and sell the Unit.**

If we sell the Unit and there is a shortfall after the sale to cover what you owe us, you will still owe us the shortfall. Also if you give someone else a security interest over the Unit you will be in breach under this agreement and we may repossess and sell the Unit and/or we may do anything else as set out in paragraph 9 of the General Terms.

Security: Description2

Description of Cabin: FREESTANDING TRANSPORTABLE UNIT, SHADOWCLAD PLY EXTERIOR, STEEL SKIDS, COLOUR STEEL ROOF, INTERIOR FULLY COMPLETED, SERIAL NUMBER ON CHASSIS

Property/Premises where Cabin to be located: ClientAddress1

DEFAULT INTEREST CHARGES AND DEFAULT FEES

In the event of a default in payment and while the default continues you must pay the default charges. In the event of a breach of this agreement or on the enforcement of this agreement, the default fees specified below are payable.

The **default rate** is the rate per annum (expressed as a percentage) which is 10% above the annual interest rate (referred to above) or our default interest rate displayed on our *website at www.ufinance.co.nz* whichever is the higher. This is charged on any amount in arrears from the time you fail to make due payment until the arrears are paid

The default fees are:

- **Missed Payment Fee:** \$47.66 each month a payment is missed.
- **Field Visit Fee (made by us):** \$330.00
- **Repossession Warning Notice:** \$23.00 if we have to prepare and send you a repossession warning notice.
- **Post possession notice:** \$128.00 if we have to prepare and send you a post possession notice. This includes the cost of generating the notice and sending it to you, valuing the Unit, and estimating any make good costs (which does not include fair, wear and tear)
- **Repossession Fee (Finance)** \$1,200.00 if we have to uplift the Unit. This fee is always charged in addition with the third-party repossession fee.
- **Repossession mileage** \$3.62 or \$2.85 per Km. depending on Truck and Pilot requirements. Charged per Km travelled for the truck and pilot vehicle combined where we uplift the Unit.
- **Storage:** \$40.00 per week if the Unit is stored in any of our storage facilities.
- **Sales Commission:** 2.5% of sale price.

Our **General Terms** allow us to change the default interest rate and default fees. See paragraph 3.1 of the General Terms.

Note:

There may be charges we incur if we engage third parties as a result of your breach under this agreement or if we enforce this agreement. These charges could include debt collection, field visits, and repossession fees and make good charges. *These are in addition to the default fees listed above.* These third-party costs may include:

- **Field Visit Fee (made by third party):** as invoiced by third party
- **Repossession agent** as invoiced by third party if we engage a repossession agent to uplift the Unit.

FULL PREPAYMENT

If you pay the unpaid balance in full before the final payment is due (full prepayment), you may be required to pay a fee or charge to compensate us for any loss resulting from the full prepayment. We may have suffered a loss if our current interest rate is lower than the interest rate applying to your original agreement. You may also have to pay our administrative costs relating to the full prepayment.

The amount you may have to pay to compensate the creditor for the loss is calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004.

Prepayment Administration cost \$40.00 - for processing the full prepayment.

RIGHT TO CANCEL

You are entitled to cancel this agreement by giving notice to us.

Time limits for cancellation

If this agreement is handed to you directly you must give notice that you intend to cancel within 5 working days after you receive this agreement.

If this agreement is sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.

If this agreement is mailed to you, you must give the notice within 9 working days after they were posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

How to cancel

To cancel, you must give us written notice that you intend to cancel this agreement by:

- giving notice to us or any of our employees or agents; or
- posting the notice to us or to any of our agents; or
- emailing the notice to our email address (if specified on the front of this agreement).

You must also, within the same time, return to us any advance received by you under this agreement.

What you may have to pay if you cancel

If you cancel this agreement, we can charge you -

- the amount of any reasonable expenses we had to pay in connection with this agreement and its cancellation (including legal fees and fees for credit reports, etc); and
- interest for the period from the day you received the advance until the day you repay the advance.

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to us for a hardship variation.

To **apply** for a hardship variation, you need to:

- (a) make an application in writing; and
- (b) explain your reason(s) for the application; and
- (c) request one of the following:
 - an extension of the term of this agreement (which will reduce the amount of each payment due under this agreement); or
 - a postponement of the dates on which payments are due under this agreement (specify the period for which you want this to apply); or
 - both of the above; and
- (d) give the application to us.

Do this as soon as possible. If you leave it for too long, we may not have to consider your application.

DISPUTE RESOLUTION

Name of dispute resolution scheme: Financial Dispute Resolution Service

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with us.

Contact details of dispute resolution scheme:

Phone: 0508 337 337
Website: <http://www.fdr.org.nz/>
Business Address: Freepost 231075
PO Box 2272
Wellington 6145

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Creditor Registration Name: U FINANCE LIMITED
Registration Number: FSP43603

CUSTOMER(S) SIGNATURE

In signing this agreement, I (each Customer named above):

- **Acknowledge** that this agreement (which includes the General Terms and any Appendices) was disclosed to me and a copy received by me **before** I signed it and that I understood what was written in this agreement.
- **Consent to you** (U Finance Limited) sending notices and other communications to my email address and/or text message on page 2 or any other email address or mobile number I might later give you in writing.
- **Authorise you** (on my behalf) to pay the Price of the Unit (less the deposit paid) to the entity described as the seller on the sale and purchase agreement for the Unit.
- **Understand** that the Start Date of this agreement is indicative only because the Start Date is when the Unit has been built by the supplier and when I take possession of the Unit. I understand that the Start Date and corresponding payment dates may change and that you will send a variation letter recording this if the Start Date is to change.

Customer/s Signature

Witness signature

Witness Name

Witness Address

GUARANTEE AND INDEMNITY

I, (each Guarantor named above):

- **Guarantee** to you (U Finance Limited) payment of all money owed to you and the performance of all the Customer(s) obligations under this agreement.
- **Indemnify** you for any loss or damage you may incur if the Customer(s) do not perform any of his or her obligations under this agreement.
- **Agree** that this guarantee and indemnity will continue until all money owed to you under this agreement is paid back in full and the other obligations under this agreement are performed.

I also **agree and acknowledge** that:

- My liability to you is not affected under this guarantee and indemnity by things you may or may not do under this agreement. For example, you might not have taken steps to recover money owing by the) Customer(s) first, but you might still ask me to pay that money to you. This is because between me and you, you can treat me as though I am the Customer).
- You may, at any time, assign or transfer your rights and interests under this guarantee and indemnity to anyone else. If you do this, I understand that the person you assign or transfer this guarantee and indemnity to will replace you and have all your rights and interests. I agree that you may give such person any information you have relating to me to any such assignee.
- If there is more than one Guarantor named above each one of us is individually liable to you under this guarantee and indemnity. This means, for example, you may look to me to recover any money and not to any other Guarantor.

Guarantor(s) Signature

In signing this agreement (which includes the guarantee and indemnity above) I (each _____ Guarantor named above) acknowledge:

- I have read and understood what is written in this agreement.
- A copy of this agreement was disclosed to me **before** I signed it.
- Consent to you (U Finance Limited) sending notices and other communications to my email address and/or text message on page 2 or any other email address or mobile number I might later give you in writing.

Signature _____	Witness Signature _____
Name _____	Witness Name _____
Title _____	Witness Address _____

Signature _____	Witness Signature _____
Name _____	Witness Name _____
Title _____	Witness Address _____

CREDITOR’S SIGNATURE

Signed on behalf of Creditor (U Finance Ltd)

Signature _____	Witness Signature _____
Name _____	Witness Name _____
Title _____	Witness Address _____

GENERAL TERMS

1. What this agreement is about

- 1.1 To help you to buy the Unit, we agree to lend you the initial unpaid balance on the terms set out in this agreement.
- 1.2 Your agreement with us is set out in the Disclosure Statement (including the information above where you signed), these General Terms (including any Appendices) and any changes to the agreement that we might later agree to.

2. Your payments to us

- 2.1 You must make your payments to us at the times and in the amounts as detailed in the Disclosure Statement and we will apply those payments at those times and in the amounts you have paid.
- 2.2 You can if you wish make a payment earlier, make lump sum payments or repay the unpaid balance you owe us early. However if you make a payment before the date it is due we may decide to accept your early payment and if we do then we do not need to apply that payment towards the unpaid balance on the date we receive it from you. We can hold that payment and apply it on the date it is due. This means you will still be paying interest as if the payment was made on the date it was due. If we don't accept your early payment, we will refund that payment to you as soon as practicable.
- 2.3 Paragraph 2.2 above does not apply if you wish to pay the unpaid balance in full early. However, if you do wish to pay the unpaid balance early, we might ask that you pay us a fee or charge to compensate us for any loss we might incur because you repaid early. Our loss will be calculated as set out in the Disclosure Statement under the heading "Full Prepayment".
- 2.4 You must not deduct any money off any payment you make and that is due for any reason. For example, if the Unit is damaged you must still make your payments to us in full when they are due.
- 2.5 Where a date for payment falls on a date which is not a business day then payment is to be made (or is deemed to have been made) on the next business day.
- 2.6 If there is a credit balance owing to you under this agreement we can, at any time without giving you notice, set off and apply that amount against any other money you may owe us.

3. Fees And Other Charges you might need to pay

- 3.1 The Disclosure Statement sets out various fees and charges you might have to pay us. These include variation fees, default interest charges and default fees. We can change these amounts from time to time if we think necessary, but we will let you know if the change means an increase in the fee or charge. There might also be charges we incur if we have to engage third parties because of any breach by you of this agreement. These charges could include debt collection and repossession fees which are in addition to the default fees set out in the Disclosure Statement.

4. Our Security in your Unit

- 4.1 You grant us a security interest in your Unit and all proceeds to secure your obligations to us (including the payment of money) under this agreement and any other agreement you have with us. In this agreement "proceeds" means goods or other property that we can identify or trace that was derived directly or indirectly from the Unit. For example, if you sell the Unit without our consent, the money you get from that sale and anything you buy with that money are "proceeds" of the Unit.
- 4.2 We will register our security interest in the Unit on the Personal Property Securities Register ("PPSR") and you waive your right to receive a copy of the verification statement confirming our registration on the PPSR or of any changes to that registration.
- 4.3 As mentioned in paragraph 6 you are not allowed make any additions, alterations or changes to the Unit whatsoever without our consent but if you do (with or without our consent) the additions, alterations or changes (relating to the Unit) will be part of the Unit. Our security interest in the Unit therefore includes any additions, alterations or changes.
- 4.4 If you make any additions, alterations or changes relating to the Unit without our consent you understand that if we have to remove the Unit we are not liable to you for any loss or damage to any of your additions, alterations or changes to the Unit which cannot be reasonably avoided by us
- 4.5 You must tell us (at least 14 days before the change take effect) if you intend to change your address or name.

4.6 To ensure the Unit is protected against anyone else who might claim to have an interest in the Unit we may require any mortgagee or owner of the land on which the Unit is located to provide us with a waiver in relation to the Unit in a form provided by us which will include (among other things) the right for us to enter on the land to inspect the Unit and (if applicable) remove the Unit ("waiver"). If you own the land you will immediately tell us if an entity is to take a mortgage over the property (before the mortgage is given) so we can obtain a waiver from that entity. If you are not the owner and the owner of the land changes since you entered into this agreement, you must tell us as soon as you know of the potential change so we can obtain a waiver from the owner. You agree to do anything we reasonably ask of you in obtaining any such waivers.

5. Insurance for the Unit

5.1 *We will insure the Unit:* We will insure and keep insured the Unit for its full replacement value against all loss, damage and other usual risks until all moneys you owe us under this agreement is repaid in full. We will pay the insurer the premiums. You acknowledge that the full replacement value of the Unit may be less than the amount you owe us under this agreement at the time of any loss. You also acknowledge that this insurance does not cover your content in the Unit so if you should organise and pay for you own contents insurance.

5.2 *Unit lost or damaged:* We may apply any amounts under the insurance as follows:

- if the Unit cannot be repaired or we elect not to replace the Unit, repayment of the unpaid balance and any other amounts you owe us under this agreement provided that you will remain liable to us for any shortfall between the amount recovered by us under the insurance and the unpaid balance and any other amounts you owe us under this agreement; or
- repair or replace the Unit.

5.3 *Tell us if loss or damage:* You must immediately tell us if there is any loss or damage to the Unit for which might be insured.

5.4 *When to arrange your own insurance:* When the unpaid balance and any other amounts you owe us under this agreement are paid in full you should organise and pay for your own insurance for the Unit.

6. Important things you should know in relation to your Unit

6.1 *Location of Unit:* The Unit will be delivered by us to the land or premises referred to in the Disclosure Statement or any other place we have subsequently agreed to in writing.

6.2 As we will have a security interest in your Unit you must:

- *Not destroy, damage, sell etc Unit:* Not destroy, damage, endanger, disassemble, sell, lease, hide or give your Unit to someone else to use or otherwise lose possession of the Unit.
- *Not move Unit:* Not move the Unit from the place where the Unit is located or from any other place we may have subsequently agreed to in writing.
- *Not affix Unit to land:* Not affix the Unit to the land or premises because the Unit is personal property (a chattel) and not intended to be part of the land or premises.
- *No other interests in Unit:* Not allow anyone else to have a security interest in the Unit or attach a lien to the Unit.
- *Keep Unit in good condition:* Keep the Unit in good condition (*Fair Wear and Tear* excepted) and carry out all maintenance in accordance with the Unit Maintenance Requirements which is attached as an Appendix to this agreement. In this paragraph, *Fair Wear and Tear* means such deterioration in the repair, condition and appearance of the Unit as is reasonably consistent with careful maintenance and use of the Unit.
- *Comply with legal requirements:* Comply with (and ensure every other occupier of the Unit complies with) all laws and rules relating to:
 - the Unit and your possession and use of the Unit; and
 - the land or premises where the Unit is located.
- *No additions etc:* Not make any additions, alterations or changes to the Unit whatsoever without our consent.
- *Inspection:* Allow us to inspect the Unit at a reasonable time when we ask to. You will make sure we are given access to the land or premises where the Unit is located to enable us to undertake the inspection.

- *Things adversely affecting Unit:* Not allow anything to happen which could adversely affect the Unit (for example, if the Unit requires repair) or our security interest in the Unit and tell us straight away if any of those things do or could happen.
- *Repairs:* Allow us to arrange the repairs if the Unit requires repairs. Those repairs will be at your cost unless the repairs are the supplier of the Unit's responsibility under the Consumer Guarantees Act 1993 or are able to be covered under the insurance policy.

7. We can enter any place where the Unit is

7.1 We (our agents and our authorised persons) can enter any land or premises where the Unit might be (even if you or any other occupier of the land or premises is not present) to repossess the Unit if we choose to (where paragraph 8.1 applies) or to inspect the Unit (under paragraph 6). In this regard you authorise us (our agents and our authorised persons) to enter on to the land or premises for those purposes.

8. When will you be in default under this agreement?

8.1 You will be in default under this agreement if any of the following happens:

- You do not make a payment to us when it is due under this agreement or any other agreement you have with us;
- You do not do anything else you have agreed to under this agreement;
- You allow something to happen which should not have happened under this agreement. For example, you allow another security interest or affix the Unit to the land or premise on which the Unit is located;
- You, make a representation or give us information which is untrue or misleading in a material way;
- We were induced to enter into this agreement by fraud by you or anyone else;
- We believe, on reasonable grounds, that the Unit has been, or will be, destroyed, damaged, endangered, disassembled, removed, concealed, sold or otherwise disposed of contrary to the provisions of this agreement;
- Any judgment of any Court (including a Tribunal) remains unsatisfied for more than 7 days;
- You (or a Guarantor) become (or steps are taken to become) insolvent.

9. What could happen if you are in default?

9.1 If you are in default under this agreement, we may (if we are allowed to at law) do any one or more of the following things:

- Ask that you pay to us the unpaid balance and all other amounts that you owe us under this agreement;
- Charge you interest at the default rate and any default fees;
- End any obligations we may have to you under this agreement;
- Repossess the Unit;
- Sell the Unit; and/or
- Anything else we are allowed to at law and under this agreement.

10. You appoint us your attorney

10.1 If you do not do anything you have agreed to do under this agreement, we may decide to do it on your behalf (at your expense) and we might also decide (if the law allows us) to do anything else we think is necessary (at your expense) to protect our interest under this agreement and in the Unit. You irrevocably appoint us (and each of our directors and managers) as your attorney to do any of those things.

11. You will compensate us for any costs we incur

11.1 You will indemnify us against all costs, taxes, losses and expenses we incur under this agreement if we have to protect our security interest or if we enforce our rights under this agreement, or you do not comply with something in this agreement. For example, costs and expenses

includes any third party costs we might have to pay, costs on a solicitor/client basis, Court (including Tribunal) fees and our time spent in a Court (including Tribunal). You will pay us those amounts when we demand them from you.

12. Our rights are not lost

12.1 If we do not do something under this agreement or at law, that does not mean we are giving up that right or power. We can exercise that right or power later if we want to.

13. If there is more than one customer

13.1 If more than one of you is named as the Customer on page 2 of the Disclosure Statement, each of you is liable independently to us under this agreement. For example, we could require one of you to pay amounts owing under this agreement without asking the other.

14. How are notices given to you

14.1 Service of notices and other communications under this agreement will be given to you as required by law or as set out in this agreement.

15. We can transfer this agreement to someone else

15.1 We can without notice to you and at any time assign or transfer or grant a security interest in this agreement to any other person and if we do this then that person will replace us and have all our rights, title and interest under this agreement. You agree that we may give such person any information we have relating to you.

15.2 You may not transfer or assign any of your rights, title and interest under this agreement without our prior written consent.

16. Setting off payments

16.1 If there is a credit balance owing to you under this agreement we can, at any time without giving you notice, set off and apply that amount against any money you may owe us under any other agreement you may have with us.

17. Meaning of some words & phrases in this agreement

17.1 In this agreement some words and phrases have the following meaning:

business day means a day on which our bank is open for normal banking business

initial unpaid balance means the amount owing under this agreement as at the Start Date set out on the Disclosure Statement or in any variation of this agreement.

security interest means an interest in property created or provided for by a transaction that, in substance secures payment or performance of an obligation under a contract.

Unit means the cabin described in the Disclosure Statement and it includes anything you install, attach or affix to the Unit.

unpaid balance means the amount owing under this agreement at a particular time, being the difference between all amounts credited and all amounts debited to you under this agreement at that time.

17.2 Other words and phrases have the meaning as set out elsewhere in this agreement.

APPENDIX

(Unit Maintenance Requirements)

It is important that regular, normal maintenance is carried out on the Unit to ensure you comply with your agreement with us, for example see paragraph 6.2 of the agreement.

Regular and normal maintenance is defined as work and/or owner/occupier behaviour that is necessary to achieve the expected durability periods for each of the Unit's component. The frequency and nature of that maintenance will depend on the material and its location and position within the Unit; the Unit's system, the Unit's geographical location, and it may involve the repair or replacement of some components which are subject to accelerated wear.

Failure to carry out regular and normal maintenance, including keeping the Unit rodent and vermin free; may void warranties to the extent they apply.

Normal maintenance tasks include but are not limited to:

- Ensuring that the Unit remains level as this helps maintain building integrity
- Ensuring ground levels and vegetation are maintained around the Unit's edges and are kept well below the external cladding so there is no moisture contact
- Ensuring there are no obstacles around and close to the Unit as this blocks the ventilation under the Unit
- Keeping gutters and spouting clean and free of any blockages so they drain correctly during rain
- Cleaning out cess pits and cut-off drains once a year, so they drain correctly
- Washing down external surfaces at least once a year; and where the Unit are subject to wind driven salt spray, every six months; as this helps maintain the integrity of the Unit envelope and reduces mildew and mould levels when sun does not shine directly on to those surfaces
- Cleaning internal surfaces, especially those subject to moisture (bathrooms, kitchens, laundries, etc.) and wipe down the interior surfaces of windows if they are damp from condensation, as this reduces the risk of mildew and mould
- Opening bathroom windows and using the extractor fan (where fitted) whilst showering to reduce moisture levels; opening other windows as often as possible when you are in the Unit; and on warm, dry days opening the doors to allow complete air change inside the home
- Removing and cleaning water traps in showers and remove hair and other foreign matter so they drain correctly
- Opening kitchen windows whilst cooking to reduce moisture levels
- Avoiding putting fat or oil down the drains to reduce the risk of blockages
- Using a dehumidifier if available in areas subject to moisture
- Appropriately managing the use of gas heaters as these can result in excessive moisture levels inside the Unit
- Cleaning the ranch slider and all interior window tracks so they continue to work correctly
- Ensuring the window and ranch slider drain holes remain clean and free of blockages as this allows condensation drainage to occur
- Ensuring only human waste and toilet paper are put down the toilet
- Ensuring gas and electrical certificates are kept current
- Following industry recommendations on power supply and power usage
- Ensuring all gas units have two bottles installed at all times.