

COSY HOMES DEADLINE SALE INSTRUCTIONS & ACKNOWLEDGEMENT

Deadline sale date: Friday 16th February 2024

Unit for purchase: 14m - 2 bedroom, 2 ensuite, Cosy Home

Deadline details

The signed Agreement duly completed and executed, must be received at the office of Cosy Homes by email or hard copy no later than **5pm** on the **16th day of February 2024**.

Cosy Home Site at 2024 South Island Field Days or customercare@cosyhomes.co.nz.

Please ensure that the document is placed in a sealed envelope.

If emailed, one person from Cosy Homes will be responsible for confidentially printing and placing in a sealed envelope on behalf of the Purchaser.

Once submitted no offer can be retracted for a period of 2 working days following the closing date to ensure Cosy Homes has time to fully consider all offers. Cosy Homes will endeavor to make their final decision by 4pm, Monday 19th February 2024.

Terms:

1. There may be other written offers on the unit you are making an offer on;
2. You should make your best offer now as you may not have a chance to make another or better offer, this not only refers to price but also terms of delivery;
3. Cosy Homes may, at their sole discretion:
 - choose not to accept any offer(s) made, or
 - choose to negotiate with more than one of the purchasers;
4. The terms and conditions of your offer will remain confidential to you and Cosy Homes.
5. The offer will be sealed and held by Cosy Homes and will only be opened once the deadline has passed ensuring no conflict of interest exists.
6. If your offer is accepted, the full offered amount will be due by on or before Friday 23rd February 2024 into Cosy Homes nominated bank account.
7. The Cosy Home must be removed from the Field Days Site and delivered, at the Purchaser's expense by Wednesday 28th February 2024.
8. Cosy Homes is able to arrange transport (discuss this cost with Cosy Homes) which will be invoiced to you in addition to the Cosy Home cost.
9. Building Consent and Code of Compliance for the home **is** included, however land and site preparation **is not** included. The gaining of Siteworks Building Consent for the site is also **not** included.
10. If you plan to get a Siteworks Building Consent you will need to store the Cosy Home on your site until Consent is granted.

COSY HOMES DEADLINE SALE INSTRUCTIONS & ACKNOWLEDGEMENT

(continued)

The Purchaser purchases in reliance entirely and exclusively on its own enquiries and investigations.

I/We acknowledge that I/we have read, understand and agree to the terms above.

FINAL ACKNOWLEDGEMENT

You also confirm and acknowledge that at the time of entry into this Contract you did so freely and voluntarily, without any pressure, undue influence or duress, and that you understood the Contract terms and conditions and were recommended to obtain legal advice and offered the right of any technical or specialist advice of our choice, before entering into the same.

SIGNED

Purchaser: _____ Date: /02/2024

Purchaser: _____ Date: /02/2024

WE STRONGLY RECOMMEND YOU SEEK LEGAL ADVICE OR OTHER SPECIALIST OR TECHNICAL ADVICE PRIOR TO PREPARING OR SUBMITTING YOUR OFFER.

PARTICULARS AND CONDITIONS OF SALE OF COSY HOME TO BE REMOVED

VENDOR: MindSpace Solutions Limited t/a Cosy Homes

GST: The Vendor is registered under the GST Act in respect of the transaction evidenced by this agreement.

Property: The Cosy Home referred to in Schedule 1

1 Definitions and interpretation

1.1 In this agreement unless the context otherwise requires:

- (a) “authorisations” means and includes all permissions, consents, authorisations and agreements from any and/or all councils, utility providers and any and all other competent authorities;
- (b) “chattels” means the chattels listed in Schedule 2.
- (c) “Cosy Home” means the Cosy Home referred to in the document from Cosy Homes and attached as Schedule 1
- (d) “property” and “Cosy Home” means the Cosy Home referred to in clause 1.1 (b) and includes the chattels referred to in Schedule 2.
- (e) “purchaser site” means a site nominated by the purchaser prior to the date and time of auction.
- (f) “removal costs” means preparatory costs for loading of the property onto a truck for transport, transportation costs, transit insurance, material damage insurance where the property is located to a vendor site, storage costs, preparatory costs for the property to be unloaded at the purchaser site and all other costs associated with the delivery of the property to the purchaser site.
- (g) “remote settlement” means settlement of the sale and purchase of the property by way of the purchaser paying the moneys due and payable on the settlement date directly into the bank account of the vendor and providing proof of such payment to the vendor.
- (h) “settlement date” means date full payment of unit is required.
- (i) “vendor site” means a site nominated by the vendor pending delivery of the property to the purchaser.
- (j) “working day” means any day of the week other than:
 - (i) Saturday, Sunday, or a public holiday.
 - (ii) a day in the period commencing on the 24th December in any year and ending on the 5th day of January in the following year, both days inclusive; and

- (iii) the day observed as the anniversary of any province in which the property is situated.

A working day shall be deemed to commence at 9.00 am and to terminate at 5.00 pm.

- (k) Words in the singular shall include the plural and vice versa.

2 Conditions of Sale

- 2.1 The property including the chattels referred to in Schedule 2 are sold on these Particulars and Conditions of Sale and the General Terms of Sale.
- 2.2 GST will be payable in accordance with the statement of the purchase price in the Memorandum of Contract.
- 2.3 The GST date is: The Settlement Date.
- 2.4 The settlement date is no later than 23rd February 2024.
- 2.5 The interest rate for late settlement is 15% per annum.

GENERAL TERMS OF SALE

3.0 Possession and Settlement

Possession

- 3.1 Possession shall be given and taken on Wednesday 28th February 2024.
- 3.2 On the possession date, the vendor shall make available to the purchaser all keys to all exterior doors.

Settlement

- 3.3 The vendor shall prepare a GST tax invoice for the purchase price and other moneys due under this agreement.
- 3.4 On 23rd February 2024 the purchase price, removal costs, interest and other moneys, if any, shall be paid by the purchaser in cleared funds or otherwise satisfied as provided in this agreement or as the vendor directs.
- 3.5 The parties shall complete the settlement by way of remote settlement.

Purchaser Default: Late settlement

- 3.6 If any portion of the purchase price is not paid upon the due date for payment, then, the vendor is not obliged to give the purchaser possession of the property.

Purchaser's obligations

- 3.7 The purchaser shall, at the purchaser's sole cost, risk and liability, in all things save as may be otherwise expressly provided under this agreement, be responsible for obtaining all authorisations and paying all fees, charges, costs, and expenses necessary for and/or arising in connection with the removal of

the property, transport of the property, interim storage and re-siting of the property to the purchaser site.

- 3.8 The timeframe for removal of the property from its current location to the purchasers site shall be no later than Wednesday 28th February 2024. (unless by mutual agreement)
- 3.9 The purchaser shall pay all removal costs. The removal costs shall be charged to the purchaser and shall be payable on the settlement date. In the event that not all removal costs are known at the settlement date, the vendor shall invoice those removal costs as soon as the vendor is able following the settlement date. Upon invoice, the purchaser shall pay the removal costs within 5 working days of such invoice being issued.
- 3.10 In the event that the purchaser fails to remove the property from its current location the vendor may elect to remove the property to a vendor site. In that event the purchaser shall pay all removal costs associated with delivery to a vendor site until delivery is made to the purchaser site.
- 3.11 The purchaser shall allow access to the purchaser site for the sole purpose of delivery of the property to the purchaser site. The purchaser covenants that the purchaser will not occupy the property until the purchaser has obtained relevant authorisations.
- 3.12 The purchaser must ensure that all Health and Safety in Employment laws, regulations and rules, are strictly complied with and acknowledges and agrees to the maximum extent permitted by law that as between the vendor and the purchaser, the purchaser shall be solely liable and responsible as the person in control of a place of work in connection with the purchaser site, the location of the property at the purchaser site, and the activities of, or at the instruction of the purchaser (or of any agent, contractor, subcontractor, employee, representative, consultant, or invitee of the purchaser) under this agreement.

Vendor's obligations

- 3.13 The vendor agrees to keep the property insured up until the possession date and during transport of the property from the current site or the vendor site to the purchaser site. The purchaser shall pay all transportation and transit insurance costs by direct credit to either the vendor or the transportation company, as the vendor shall direct.
- 3.14 Upon delivery of the property to the purchaser site, the purchaser shall be solely responsible for insurance on the property.
- 3.15 The vendor shall be responsible for the removal of the property from its current site or from the vendor site and delivery to the purchaser site at the purchaser's expense.

Warranties representations and entire agreement

- 4.1 The vendor warrants that it is the owner of the property and that the property is free from any encumbrance.
- 4.2 Other than the warranties provided for in Schedule 3 there are no warranties and representations given by the vendor to the purchaser in relation to the property and the purchaser relies solely and wholly upon the purchaser's own

judgment and due diligence enquiries and not in reliance upon any representation or warranty made by the vendor or its agent.

- 4.3 The vendor shall not be liable for any damage to the property while the property is located at the Field Days Show or the vendor site.

Notice to complete and remedies on default

- 5.1 If the sale is not settled by the purchaser on the settlement date, the vendor may serve on the other party a settlement notice.

- 5.2 The settlement notice shall be effective only if the vendor serving it is at the time of service either in all respects ready, able and willing to proceed to settle or is not so ready, able and willing to settle only by reason of the default or omission of the purchaser or by circumstances beyond the control of the vendor that prevent the vendor from delivery of the property to the purchaser site.

- 5.3 Upon service of the settlement notice the purchaser shall settle:

- (a) on or before the fifth working day after the date of service of the notice; or
- (b) on the first working day after the 13th day of January if the period of five working days expires during the period commencing on the 6th January and ending on the 13th day of January, both days inclusive, time being of the essence, but without prejudice to any intermediate right of cancellation by either party.

- 5.4 If the purchaser does not comply with the terms of the settlement notice served by the vendor, then:

- (1) Without prejudice to any other rights or remedies available to the vendor at law or in equity, the vendor may:

- (a) sue the purchaser for specific performance; or
- (b) cancel this agreement by notice and pursue either or both of the following remedies, namely:
 - (i) sue the purchaser for damages.

- (2) Where the vendor is entitled to cancel this agreement, the entry by the vendor into a conditional or unconditional agreement for the resale of the property or any part thereof shall take effect as a cancellation of this agreement by the vendor if this agreement has not previously been cancelled and such resale shall be deemed to have occurred after cancellation.

- (3) The damages claimable by the vendor under subclause 5.4 (1)(b) (ii) shall include all damages claimable at common law or in equity and shall also include (but shall not be limited to) any loss incurred by the vendor on a bona fide resale contracted within one year from the date by which the purchaser should have settled in compliance with the settlement notice. The amount of that loss may include:

- (a) interest on the unpaid portion of the purchase price at the interest rate for late settlement from the settlement date to the settlement of such resale; and
 - (b) all costs and expenses reasonably incurred in any resale or attempted resale; and
 - (c) all outgoings (other than interest) on or maintenance expenses in respect of the property from the settlement date to the settlement of such resale.
- (4) Any surplus money arising from a resale shall be retained by the vendor.

Non-merger

6.1 The obligations and warranties of the parties in this agreement shall not merge with:

- (1) delivery of the chattels;
- (2) settlement;
- (3) delivery of the property.

Good and services tax

7.1 The purchaser shall pay (in addition to the purchase price stated without GST) any GST which is payable in respect of the supply made under this agreement as follows:

- (1) the purchaser shall pay to the vendor the GST which is so payable in one sum on the GST date;
- (2) the vendor will deliver a tax invoice to the purchaser on or before the GST date.
- (3) where any GST is not so paid to the vendor, the purchaser shall pay to the vendor:
 - (a) interest at the interest rate for late settlement on the amount of GST unpaid from the GST date until payment; and
 - (b) any default GST.
- (4) it shall not be a defence to a claim against the purchaser for payment to the vendor of any default GST that the vendor has failed to mitigate the vendor's damages by paying an amount of GST when it fell due under the GST Act;
- (5) any sum referred to in this clause is included in the moneys payable by the purchaser on settlement pursuant to subclause 5.4.

No assignment

8.1 The purchaser may not assign this agreement or any rights or obligations under this agreement without the consent of the vendor.

Counterparts

- 9.1 This agreement may be exercised in any number of counterparts (including scanned and emailed PDF counterparts).
- 9.2 Each executed counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) instrument.
- 9.3 This agreement shall not come into effect until each person required to sign has signed at least one counterpart and both the vendor and purchaser have received a counterpart signed by each person required to sign.
- 9.4 If the parties cannot agree on the date of this agreement, and counterparts are signed on separate dates, the date of the agreement is the date on which the last counterpart was signed and delivered to the parties.

SCHEDULE 1

Cosy Home

WAIMUMU FIELD DAYS COSY HOME 14-16 FEBRUARY 2024

This 14.1m x 4.2m, 2 bedroom Cosy Home includes the following features:

- Building and Resource Consents: Building Consent for the Cosy Home. Consent conditional upon inspections every 7 years to check the durability of the steel joists, may require treatment if subject to corrosion. Unless Option chosen for chassis treatment. Note: this does not include site related costs: site plan; site works; BE Consent site details and RFI relating to the site.
- Feet: 12 x Concrete feet, adjustable height. Two blocks per foot, so finished floor level of ~620mm. Enough space for wheels underneath. Install to be arranged by client with Cosy Home instructions. (should the geotech soil test not show 250kpa then extra engineering design for foundations may be required).
- Shell Build: A high quality 100mm thermal envelope with no thermal bridges, complies up to high wind zone (can go higher wind zone with more design consideration) including electrical wiring and 4x double sockets in each bedroom, 7 double sockets in kitchen/living room and 1 in bathroom.
- Chassis Coating: Includes extra coatings to increase the durability to over 50 years (by our calculations) in C3 corrosion zone (~ >1000m from ocean surf).
- Exterior skirting: Painted horizontal decking timber which will need to be reattached after delivery.
- 2 x wooden steps for the sliding door and back doors. (1x 1m & 1x 2m)

WINDOWS AND DOORS:

- Windows and Doors (Ext): Aluminium, Double Glazed, Riveted to Wall, Awning Only, No openings in the 2 end windows, French Door, LowE Glass. Includes Head Flashings.
- External: A single door: 900x2000 with full glass infill, outwards opening.
- Internal: Timber Jambs and Architraves with Flat Wood Panel Doors.

WARDROBES: In both bedrooms.

- Stand-alone Units with 2x sliding door with clothes rail and shelf.

KITCHEN:

- European, foil-wrapped kitchen, high gloss black, with stainless steel handles and soft-close doors.
- Over fridge cabinet.
- An 800mm pantry.
- 1 door base cabinet with pull out, 2-tier, wire rack.
- Stainless steel sink with tap.
- A Gloss Black Austral Quartz bench top 2-seat breakfast bar.
- White subway tiles across the whole kitchen with dark grout.
- Dishwasher, 450mm wide
- Black gas hob with a tempered glass surface.
- Electric 8 function oven (includes a top and bottom element), with black glass, black trim and a soft close door.
- Stainless Steel Rangehood.
- Stainless Steel Fridge Freezer.

BATHROOM: In both ensuites

- Back to Wall Soft-Close Toilet.
- 900x900 3 sided Shower with bi-fold doors and shower dome
- 750 wide white foil wrapped ceramic vanity with 1 door, 2 drawers and tap.
- 1x Double Towel Rails, Toilet Roll Holder, 1x Hand Towel Hook and Extractor Fan.

FLOORING:

- Dining/ Lounge: Wood look glued down vinyl planks. Colour RW347.
- Kitchen and Bathroom: Wood look glued vinyl planks. Colour RW347.
- Bedroom: Carpet: Wool, 45oz with quality 11mm underlay. Colour Okawa.

WALL LININGS:

- INTERNAL: Walls remain colorsteel, but with panel joints filled and with coving and skirting. Polystyrene coving on ceilings and low-profile coving on wall-to-wall joins.

ELECTRICAL:

- Internal lights: Premium LED Lights in each room, 2 in lounge, 1 in laundry.
- External lights: 3 exterior lights
- 3 x TV cables, running to both bedrooms and lounge, with faceplates and outdoor, weatherproof F-Connector.
- 3 smoke alarms and 2 extra conduits for future-proofing for solar or other modifications
- Junction box on the underside of the home, with 8m of cable, 32A plug and 32A switched socket.
- A gas califont to provide the gas supply to hobs and hot water, including bottle station. This includes an outdoor rated power socket for the califont, with an extra socket for general outdoor use.
- Heat Pump: Gree GHW12AG Weka: 4kW Heat pump including installation. 6 year warranty.

Excluded:

- Wheels, Hubs, Stubs, Axles, Tow bar, Coupling.
- Building Consent for Site Preparation (can be included if local otherwise client is responsible).
- Site Plan Research and Drawings. As this work varies a lot, this cannot be included in the quote, so is charged on a per hour basis if client wishes to engage us
- Resource Consent (may not be needed).
- Site works Project Management
- Veranda or deck.
- Bathroom Accessories: Heated Towel Rail or Fan Heater.
- Wall Linings (Int): Add Gib, plaster and paint to walls and ceilings.
- Washing machine
- Heat Exchange Ventilation.
- Transit Insurance, transport and delivery.

NOTES:

Client is responsible for getting site prepared in time for the delivery of the cosy home. Should the site not be ready for the cosy home, then the home may need to be delivered and placed on site in a temporary location as we will need the space in our yard for our next build. This means you will incur a cost for a second lift.

SCHEDULE 2

Chattels

- Fridge/Freezer
- Dishwasher
- Heatpump
- Oven

SCHEDULE 3

Vendor's Warranties

After delivery, Cosy Homes provides a two year warranty as follows: Cosy Homes will provide advice, materials and labour as required to fix faulty materials and workmanship if delivery address is within 50 km of Kaiapoi. Outside this radius, Cosy Homes will provide advice and materials and co-ordinate with the homeowner the labour component of the defect under the contract and reimburse any reasonable costs incurred by the homeowner as agreed.

All warranties provided by manufacturers will be passed on to the purchaser. These include the fridge, oven, dishwasher, heat pump, smoke alarms, lights, fans and windows.

MEMORANDUM OF CONTRACT

14m Cosy Home

Date of Memorandum (to be added by Cosy Homes):

PURCHASER'S NAME/s: _____

("the purchaser") became the purchaser of the property by Cosy Homes accepting the Purchaser's offer to purchase the property.

The vendor agrees to sell and the purchaser agrees to purchase the property and the chattels included in the sale for the purchase price stated below in accordance with these Particulars and Conditions of Sale and General Terms of Sale.

Purchase price: \$ _____ **Including GST**

Delivery Address: _____

Is your site ready for delivery by Wednesday 28th February 2024? **YES / NO**

If you are not ready for delivery, (e.g. you are wanting to get a site consent), are you able to store the home on your property? **YES / NO**

Any other delivery comments?

Acknowledgements

The purchaser acknowledges that this agreement relates to the sale of a manufactured transportable home sold by the vendor. The property is not the sale of a residential property for the purposes of the Real Estate Agents Act 2008.

Vendor's bank account: Cosy Homes Account 12-3149-0118676-00

Signature of purchaser/s

Signature of vendor
