

# Unit Purchase Agreement

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Unit2Go Limited (**Unit2Go**)

# Customer Details

Name of Customer <i>(full legal name)</i>	
Customer Address	
Customer phone number	
Customer mobile number	
Customer email address	
Deposit	\$
Delivery Cost	\$

## Background

- A Unit2Go Limited (Company number 7132395) (**Unit2Go**) sells transportable Units to order.
- B The Customer has agreed to purchase the Unit from Unit2Go on the terms and conditions set out in this Agreement.

## Terms and conditions

### 1. Defined terms and interpretation

#### 1.1 Defined terms

In this document:

**Agreement** means the agreement that includes these terms and conditions, the schedules, the Specifications and any other appendices to this agreement.

**Building Code** means rules for the construction, alteration, demolition and maintenance of new and existing buildings as contained in the regulations to the Building Act 2004 as amended from time to time.

**Delivery Date** means the delivery date for the Unit as notified by Unit2Go to the Customer.

**Delivery Costs** means the Delivery costs (if any) list in the Schedule.

**Deposit** means the amount set out in the Customer Details above including any modified amount under clause 5.1.

**Modification** means a modification to the Unit (which is a deviation from the Specifications) as set out by the Customer in an Order or as proposed by the Customer to Unit2Go during the manufacture and build of the Unit by written notice.

**On-Site Costs** means the on-site costs (if any) listed in the Schedule.

**Order** has the meaning set out in clause 2.1.

**Parties** means the parties to this Agreement and a reference to a **Party** includes its respective successors and permitted assigns.

**Purchase Price** means the total purchase price for the Unit set out in the Schedule and (if applicable) any modification to the purchase price under clause 5.1. The purchase price includes all extras (if any) as a listed in the Schedule.

**Specifications** means the agreed specifications for the Unit including the plans, materials to be used and quality standards for the Unit as set out in the Schedule.

**Unit** means the unit described in the Specifications.

**Working Day** means any day (other than a Saturday, Sunday or public holiday) on which registered banks are open for general over-the-counter banking business in Auckland.

## 1.2 Interpretation

In this Agreement:

- (a) references to "dollars" and "\$" refers to New Zealand dollars;
- (b) section, clause and other headings are for ease of reference only and will not affect this Agreement's interpretation;
- (c) any obligation not to do anything will be deemed to include an obligation not to permit or cause that thing to be done;
- (d) references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities and other entities, in each case whether or not having separate legal personality and reference to any gender includes any other gender;
- (e) references to the singular will include the plural and vice versa;
- (f) the schedule to this Agreement forms part of this Agreement;
- (g) references to sections, clauses and the schedule are references to this Agreement's sections, clauses and schedules;
- (h) references to any statutory provision will include any statutory provision which amends or replaces it and any subordinate legislation made under it;

## 2. Manufacture of Units

### 2.1 Order by the Customer

The Customer has requested Unit2Go supply the Unit for delivery on a date ("Order").

### 2.2 Acceptance of Order

Unit2Go has agreed to supply the Unit for delivery on the Delivery Date for the Purchase Price.

Unit2Go will issue an invoice for the Deposit on or about the date of this Agreement. Unit2go may issue an invoice for the Delivery Cost.

### 2.3 Deposit

The Customer will pay the Deposit within 5 Working Days of Unit2Go accepting the Order for the Unit.

### 2.4 Building of Unit

- (a) The Unit will be built to the Specifications as amended by any Modification and in accordance with this Agreement.
- (b) Unit2Go shall advise the Customer when the Unit is completed so that the Customer can conduct a pre-delivery inspection.

## 3. Cooperation between Parties

Both Parties will work together to:

- (a) ensure that any changes to the price of a Unit as a result of a Modification proposed by the Customer is agreed by both parties in a timely manner;
- (b) ensure communication is as clear and simple as possible; and
- (c) minimise production time.

## **4. Warranties and Your Rights under the Consumer Guarantees Act 1993**

### **4.1 Unit2Go's warranties**

Unit2Go warrants to the Customer that:

- (a) the Unit shall be constructed with good quality workmanship;
- (b) all materials used in the Unit shall be new;
- (c) the Unit shall be built at Cabin Kings Ltd factory (i.e., out of and protected from the weather) until the Unit is weather tight;
- (d) the Unit shall be constructed in strict compliance with the Specifications and any Modifications;
- (e) the Unit shall comply with the Building Code;
- (f) the Unit shall be supplied with code of compliance certificates for electrical, and, if the Unit includes gas fittings, gas;
- (g) the building envelope of the Unit, which includes, but is not limited to the floor, roof and external cladding of the Unit, shall be weather-tight, free of rot and corrosion and otherwise structurally sound;
- (h) the Unit shall, prior to the Delivery Date, be checked by Unit2Go for quality control purposes; and
- (i) the Unit (including all materials forming part of the Unit) shall, when delivered to the Customer, be unencumbered and not subject to any retention of title, claim or lien by any third party.

### **4.2 Consumer Guarantees Act**

- (a) Nothing in this Agreement will limit or abrogate in any way the Customer's rights and remedies under the Consumer Guarantees Act 1993 ("CGA").
- (b) At law, under the CGA, there are various guarantees Unit2Go gives and the Customer has rights and remedies under the CGA if Unit2Go breaches any of those guarantees.
- (c) It is also important to carry out regular and normal maintenance because failure to do that may affect any remedy the Customer may have at law to the extent they apply. Attached as an Appendix are some of the normal maintenance tasks.

## **5. Pricing and payment**

### **5.1 Modifications**

Unit2Go will amend the Purchase Price (using its reasonable commercial rates) if the Customer requests (and Unit2Go agrees to) any Modifications from the Specifications for the Unit and the "Purchase Price" will be the amended Purchase Price for the purposes of this Agreement.

Unit2Go may require an additional amount towards the Deposit if the Purchase Price increases as a result of the modification in which case the Customer will pay the additional Deposit within 2 Working Days of receiving an invoice from Unit2Go for the additional Deposit.

## **5.2 Payment**

- (a) The Purchase Price is to be paid by the Customer as follows:
  - (i) the Deposit in accordance with clause 2.3 (and if applicable clause 5.1);
  - (ii) the balance of the Purchase Price as set out at the end of the Schedule;
  - (iii) the On-site Costs as set out at the end of the Schedule; and
  - (iv) the Delivery Costs as set out at the end of the Schedule.
- (b) Unit2Go will provide a GST invoice to the Customer for each amount payable under clause 5.2(a) on or before the relevant date for payment.

## **5.3 Interest for late payment**

If the Customer does not pay any amount owing under this Agreement in full by the due date, Unit2Go may charge interest at the rate of two per cent (2%) per month (calculated daily and compounded monthly) from the due date until payment is received by Unit2Go.

## **6. Title and risk**

### **6.1 Risk**

Risk in the Unit shall pass from Unit2Go to the Customer at the time of delivery to the Customer's address referred to above under the Customer Details.

### **6.2 Title**

Title to the Unit shall pass from Unit2Go to the Customer upon payment of the amounts payable by the Customer under this Agreement.

## **7. Disputes**

### **7.1 Initial Dispute Process**

If there is a dispute, representatives from both Parties will meet face to face and try to resolve the dispute taking into account the objectives outlined in clause 3.

### **7.2 Secondary Process**

If after 10 Business Days, the representatives from both Parties cannot satisfactorily resolve the dispute under clause 7.1 above, then both Parties may put their position in writing and each nominate an independent person to negotiate a resolution to the dispute, taking into account the objectives outlined in clause 3.

### **7.3 Tribunal/Court**

- (a) If after 10 Business Days, the independent persons referred to in clause 7.2 above are unable to negotiate a resolution to the dispute either party may refer the dispute to any other forum, including a tribunal or court.
- (b) Nothing in clause 7 shall prevent a Party referring the dispute directly to a tribunal or court.

## **8. Termination**

### **8.1 Termination rights**

This Agreement may be terminated:

- (a) on the expiry of 20 Working Days written notice given by either party, if the other party breaches or defaults in the performance of any material provision of this Agreement,

provided that if that other party cures the breach or default before the expiry of the notice of termination, the Agreement shall continue in full force and effect. Notice given under this clause must specify the breach or default giving rise to the right of termination; or

- (b) by either party, by notice to the other, if the other party:
  - (i) is, becomes, or is deemed to be, insolvent, bankrupt or dies;
  - (ii) makes an assignment for the benefit of, or enters into or makes any arrangement or composition with, its creditors;
  - (iii) goes into receivership or has a receiver, trustee and manager (or either of them) (including a statutory manager) appointed in respect of all or any of its property;or
- (b) by either party, by notice to the other, if any resolution is passed, or any proceeding is commenced, for the winding up or liquidation of that other party (other than for the purposes of a solvent reconstruction).

## **8.2 What happens following termination**

- (a) If this Agreement is terminated by the Customer because of a breach or default by Unit2Go under clause 8.1(a) or either of clause 8.1(a) or (b) applies in relation to Unit2Go then the Deposit and Delivery Cost is to be immediately repaid to the Customer.
- (b) If this Agreement is terminated by Unit2Go because of a breach or default by the Customer under clause 8.1(a) or either of clause 8.1(a) or (b) applies in relation to the Customer then the following applies:
  - i. Unit2Go may resell the Unit to a third party;
  - ii. The sale costs, including any money paid in commission for the resale shall be deducted from the Deposit and any amounts paid towards the Purchase Price. If there is a balance remaining Unit2Go will pay the Customer the balance and if there is a shortfall, the Customer will pay Unit2Go the shortfall on demand. However, the amount of any shortfall may be deducted from any Delivery Cost the customer may have paid;
  - iii. If the Delivery Costs have not been incurred that will be refunded to the Customer (subject to clause 8.2(b)ii above); and
  - iv. For the avoidance of doubt, any monies arising from the resale of the Unit shall be retained by Unit2Go. The Customer will have no interest whatsoever in those monies.

## **8.3 Obligations to survive**

Termination of this Agreement will not affect the Parties' rights and obligations intended to survive termination, and termination will be without prejudice to, and will not be a waiver, of any claims which any Party may have against any other Party concerning any breach or other failure to comply with any term or condition of this Agreement before the date of termination.

## **9. General**

### **9.1 Waiver of breach**

No Party will be treated as having waived any right under this Agreement unless the waiver is in writing and signed by such Party. Any such waiver by a Party of a breach of any provision of this

Agreement will not constitute a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision of this Agreement by that Party.

## **9.2 Governing law**

This Agreement shall be governed by and construed in accordance with New Zealand law.

## **9.3 Severability**

If anything in this Agreement is unenforceable, illegal or void, it may be severed and the rest of this Agreement will remain in force.

## **9.4 Notices**

- (a) Any notice or other communication to be given under this Agreement must be in writing addressed to the recipient at the address or email address from time to time notified by that Party in writing to each other Party.
- (b) Delivery may be effected by hand, or by post with postage prepaid, or by email. A notice or other communication will be deemed to have been received:
  - (i) in the case of hand delivery, at the time of actual delivery to the recipient's address;
  - (ii) in the case of delivery by pre-paid post, on the 5<sup>th</sup> Working Day after posting; and
  - (iii) in the case of delivery by email, at the time the sending machine generates a delivery receipt which indicates that the email was delivered into the inbox of the recipient.
- (c) However, if a notice or other communication is received or deemed to have been received after 5pm on a Working Day in the place to which it is sent, or on a day which is not a Working Day in that place, it will be deemed not to have been received until the next Working Day in that place.

## **9.5 Entire agreement**

This Agreement and the documents referred to in this Agreement, constitute the entire understanding and agreement between the Parties and supersede all prior understandings, agreements, representations and correspondence between the Parties.

## **9.6 Privacy Act**

The Customer consents to Unit2Go any financier and any credit reporter, making enquiries of, and/or obtaining and retaining any information about the financial position and creditworthiness of the Customer from any entity and/or source whatsoever, and supplying information to any such entity and/or for such purpose.

The Customer consents to Unit2Go using information provided by or about the Customer and/or any financier who is financing the balance due under this Agreement.

The Customer has rights of access to, and correction of, personal information held by Unit2Go.

# Signatures

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**EXECUTED** as an agreement

**SIGNED** by the **CUSTOMER**:

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Signature of Customer

\_\_\_\_\_  
Date

**SIGNED** by **UNIT2GO LIMITED**:

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Name of authorised person

\_\_\_\_\_  
Date



# Schedule

Name:

CK#TBC

Unit Size / Design:

Date:

## Specifications

Price

Comments

Unit	Cost			[ ] m2 custom
		Incl	Extra costs	
Layout	Standard	<input type="checkbox"/>	<input type="checkbox"/>	
	Custom	<input type="checkbox"/>		
Bedrooms	Open Plan	<input type="checkbox"/>		
	1 Bdrm		<input type="checkbox"/>	
	2 Bdrm		<input type="checkbox"/>	
	3 Bdrm		<input type="checkbox"/>	
Wardrobe	Standard		<input type="checkbox"/>	
Bathroom	Full size 2m <sup>2</sup>		<input type="checkbox"/>	
	Ensuite size	<input type="checkbox"/>		
	Custom			
Bathroom Floor	Wet area			
	Vinyl		<input type="checkbox"/>	
	Custom			
Toilet	Standard		<input type="checkbox"/>	
Vanity	Small			
	Large		<input type="checkbox"/>	
Mirror	Standard		<input type="checkbox"/>	
Shower	Standard 900x900		<input type="checkbox"/>	
	1mx1m			
	Flat to floor		<input type="checkbox"/>	
Saniflo	External + Box			
	Internal	<input type="checkbox"/>		
Water heating	Gas 10Ltr	<input type="checkbox"/>		
	Gas 16Ltr	<input type="checkbox"/>		
	Electric 25Ltr			
	Electric 40Ltr	<input type="checkbox"/>	<input type="checkbox"/>	
Kitchen	Standard		<input type="checkbox"/>	
Dishwasher	Standard			
Ovens	Microwave space	<input type="checkbox"/>		
	Convection Microwave oven	<input type="checkbox"/>		
	Electric Hob / Electric oven	<input type="checkbox"/>		
	Gas Hob / Gas oven			
	Hob twin	<input type="checkbox"/>		
Splashback	Standard	<input type="checkbox"/>		
Rangehood	To fit oven	<input type="checkbox"/>		
Pantry	800mm Std	<input type="checkbox"/>		
	Custom			
Windows	Standard		<input type="checkbox"/>	
	Custom			
Glazing	Single Glaze			

	Double Glaze	<input type="checkbox"/>		
Sea spray zone	External fixtures	<input type="checkbox"/>		
Heat pump	2.8 KW			
Ext Doors	Ranchslider			
	French			
	extra size Slider			
	Regular Ext Door 760mm	<input type="checkbox"/>		
Interior colours	Standard (Tea / White)		<input type="checkbox"/>	
	Custom			
Exterior colour	Standard (Iron sand Grey)		<input type="checkbox"/>	
	Custom			
Floor covering	Standard (Carpet & Vinyl)		<input type="checkbox"/>	
	Underlay	<input type="checkbox"/>		
Power	Standard			
	Upgrade			
	Cabling to site	<input type="checkbox"/>		
Power plugs	Standard (Double plugs)		<input type="checkbox"/>	
	Custom			
TV	Cabling / power	<input type="checkbox"/>		
	Mid wall height			
	Floor wall height	<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>		
Extras	Board and batten Ply			
			<b>Purchase Price \$</b>	
Delivery	Cartage Cost			
	Crane / Hiab	<input type="checkbox"/>	<b>Delivery Cost \$</b>	

**On-Site Costs**

- New custom site plans
- H1 Engineering Calc
- Tractor Camera CCTVx2
- Geotech

Unit2go Admin cost council  
Site Prep  
Foundation



**Paint colours - Standard**

Exterior –  
Interior –  
Ceiling -

**PLAN of unit** (as attached to this Schedule) - Plan is indicative only

**Balance of Purchase Price** (clause 5.1(a) (ii))

The balance of the Purchase Price of the Unit will be paid as follows:

- a. 30% of the issue by the relevant authority of the building consent;
- b. 30% on completion of the roof; and
- c. 30% on the issue by the relevant authority of the code of compliance certificate.

*[drafting note: payment of the balance can be amended by Unit2Go where necessary – delete this drafting note]*

**On-Site Costs** (clause 5.1(a) (iii))

The On-Site Costs will be paid as follows:

- a. 30% of the issue by the relevant authority of the building consent;
- b. 30% on completion of the roof; and
- c. 30% on the issue by the relevant authority of the code of compliance certificate.

*[drafting note: payment of the On-Site Costs can be amended by Unit2Go where necessary – delete this drafting note]*

**Delivery Costs** (clause 5.1(a) (iv)): In full within 5 Working Days of Unit2Go accepting the Order for the Unit.

## APPENDIX

### Unit Maintenance Requirements

New Zealand is one of the few countries in the world that requires buildings and building components to last for specified minimum periods as part of legislation. It is therefore important that regular, normal maintenance is carried out on buildings to ensure they can meet those legislative requirements.

Regular and normal maintenance is defined as work and/or owner/occupier behaviour that is necessary to achieve the expected durability periods for each building component. The frequency and nature of that maintenance will depend on the material and its location and position within the building; the building system, the building's geographical location, and it may involve the repair or replacement of some components which are subject to accelerated wear. It is also important to carry out regular and normal maintenance, including keeping the unit rodent and vermin free; because failure to do that may affect any remedy you may have at law 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 building 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 house 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 buildings are subject to wind driven salt spray, every six months; as this helps maintain the integrity of the building envelope and reduces mildew and mold 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 mold
- 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 home; 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.
-