

# YOUR INVESTMENT PRESENTATION.



#Presentation 15899010435

Date: December 13, 2023

## YOUR DETAILS.

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Location: **Sample Text for Delivery Street Address, Sample Text for Delivery City, Sample Text for Delivery Address State, Sample Text for Delivery Postcode**

## YOUR POINT OF CONTACT.

Name: **Paul Urquhart**

Email: **paul.urquhart@aruva.au**

Phone: **+61482071729**

## YOUR INVESTMENT.

DESIGN	QUANTITY	EACH	INVESTMENT
2.6kw Reverse-cycle split-system air-conditioner unit, supplied & installed.	1	\$3,740.00	\$3,740.00
The Spotted Gum 31. Ready for delivery.	1	\$153,387.00	\$153,387.00
Agritourism Furniture Package for The Lemon Myrtle 44	1	\$13,965.00	\$0.00 after 100% discount

One-time subtotal	\$157,127.00
	after \$13,965.00 discount
GST	\$15,712.70
<b>Total</b>	<b>\$172,839.70</b>

Quote valid for 30 days from the date of this presentation, **Expires On** : January 12, 2024

## YOUR DESIGN.



THE LEMON MYRTLE 44 | AGRITOURISM



**YOUR PAYMENT PLAN.**

STAGE	DUE DATE	AMOUNT
Initial Deposit	On Ordering	10%
Delivery	Ready for delivery	90%

**YOUR INCLUSIONS.**

Here's what is and isn't included on your new Aruva units.

NOTE: There may be upgrades or options included in the YOUR INVESTMENT table shown above that override (take precedence) the standard inclusions and exclusions shown below.

## **ARUVA STANDARD INCLUSIONS**

### **GENERAL INCLUSIONS**

- Engineer designed heavy duty steel chassis, with RHS Duragal steel floor joists
- Termite treated 22mm particleboard flooring glued and fixed with twist nails
- Fibre-cement flooring to wet areas
- Engineered steel wall & roof framing
- 18° roof pitch with 'Colorbond' roof sheeting and rainwater goods
- R3.0 CSR insulation batts to ceiling
- R2.5 Foilboard insulation to underfloor
- High-Density R2.7 CSR insulation batts, and R0.8 thermal insulation wall wrap to all external walls
- Eaves in 4.5mm Hardiflex to gable ends
- Aluminium windows complete with key locks and flyscreens
- Metal 'Colorbond Corrodeck' vertical cladding
- Painted plasterboard wall & level ceiling linings throughout, except wet area type wall linings to wet areas
- Painted standard internal doors with satin stainless lever door furniture
- 9w 'warm white' LED down lights to Living & Meals, Kitchen, Bedrooms, Hallway and Deck, where applicable
- Painted 67mm x 18mm half-splayed profile pine skirtings and architraves
- Electric hot water system
- Internal circuit breaker board for easy checking/ resetting, with earth-leakage circuit-breaker and hardwired smoke detector
- One TV point with blank plate and cable - not including connections
- One external weatherproof power point in addition to HWS requirement
- Vinyl plank flooring throughout except wet areas
- Single roller blinds to all clear windows except wet areas
- One year major defect warranty and three month minor defect warranty
- Full internal 'builders clean' and quality check prior to despatch
- Internal touch-up paint kit supplied

### **LIVING AREA**

- One 2.6kw Serene split-system air-conditioner, supplied & installed.
- One centre ceiling fan
- Three double power points

### **KITCHEN**

- Rolled edge laminate benchtops, with laminate doors and drawer fronts
- Single bowl & single drainer stainless steel sink
- Overhead wall cupboards as plan where applicable
- Ceramic tiled splash back
- Electric oven and separate 2-burner cooktop
- Retractable range hood over cooktop with built-in fan & light and recirculating carbon filter
- Provision for washing machine
- Two double power points in addition to appliances

### **COVERED DECK (where shown on plan if applicable)**

- Deck built on main steel chassis under main roof line
- Painted lined ceiling
- Painted treated pine posts
- Treated pine stairs (no handrail)
- Merbau hardwood decking

### **BEDROOMS**

- Joinery unit with laminate or sliding Smartrobe doors including combination of hanging space and shelf unit
- One fan with light
- Two double power points

#### BATHROOMS

- Ceramic tiled floor graded to centre waste
- Ceramic tiled shower walls up to 2100mm high and skirting tiles to remaining walls
- Laminated framed glass shower screen & door to shower recess
- Full gloss vanity unit with same width polished edge mirror, sizes as per plan
- Ceramic dual flush toilet suite
- Quality chrome tapware, accessories and shower rail
- One two-lamp combination exhaust fan / light / heater - not ducted
- One double power point

#### EXCLUSIONS - Unless shown in YOUR INVESTMENT table above

- Transport to site and / or installation on site, piers / foundation or any other site preparation
- Any council requirements, town planning, and / or plans and specifications for council submissions
- Any site works, including levelling or earthworks; additional site works if fall on land over house area is greater than 400mm; final trim, driveway; removal of trees, branches, gate posts
- Locating, striking, repairing any sub-surface services not shown on 'Dial Before You Dig' plans
- Survey of site and placement of corner pegs to mark position (if required)
- Geotechnical Soil Classification report
- Home Building Compensation Fund (HBCF) Cover
- Provision in kitchen cabinets for dishwasher and microwave
- Handrail to any stairs or deck
- Sub floor skirting
- Connection to any plumbing, electrical or gas external services
- Return of wheels, axles, drawbar and associated delivery equipment is required to be returned to Aruva within 14 days at buyers cost
- Adjustment of any items required after transport such as windows, doors, wall lining, removal of packaging and any touch-up cleaning

## YOUR PEACE OF MIND.

*"The whole process to date has been great.*

*The communication has been great and I was encouraged to visit the home in the 'factory' weekly during the building.*

*If I couldn't get there, Laura sent photos and videos for me.*

*The move onto my block was seamless precision.*

*Bill was our first contact and explained the process well and worked on my plans.*

*Micah is my site manager and has been great to work with, even when I've made changes part way through the build.*

*I'm looking forward to moving in and enjoying my home soon.*

*It's been a great experience from the beginning.*

**Cheryl Feeney"**

## **YOUR NEXT STEPS.**

**We invite you to join our many customers that take advantage of our easy Aruva process.**

**3.1** Sign below to tell us you agree to the fine print and pay the initial deposit. This will start the ball rolling but be sure to do this before the quote expires in 30 days after the original date of issue. Please note that the terms & conditions below apply only to the accommodation unit that's been manufactured in our factory, and any delivery; it does not include any site works. A separate agreement will be provided after completion of this one for any site works if included.

**3.2** Accept an invite for a video conference call from our team to discuss the ins and outs of your order, including timing, location and inclusions. This step is also where the Site Works Building Contract will be prepared for you if relevant.

**3.3** Spend a few minutes reading and understanding the final set of documents we send you as a result of the discussion in point 3.2. And you'll also sign the Site Works Building Contract if relevant to you.

# YOUR UNDERSTANDING.

We know it's boring, but for everyone's benefit, it's important that we list out all the terms & conditions here for all to see.

Please note that these terms & conditions apply only to the unit's built in our factory, and any delivery, and don't include any site works. A separate Site Works Building Contract will be provided for signing at the next step after this presentation has been signed and the deposit paid.

- 1. We**, and similar expressions, refer to Futurebuild Group Pty Limited (trading as Aruva) ABN 98 150 296 558, being the Seller in the Sale Agreement of which these trading conditions form part (**Sale Agreement**). **Sale Agreement** is also referred to as **Your Investment Presentation**. **You**, and similar expressions, refer to the entity placing an order with us being the purchaser in the Sale Agreement. **Products** means the facility described in the Sale Agreement and any inclusions expressly identified in the Sale Agreement. **Price** means the price identified in the Sale Agreement. **Date for Delivery** means the date identified as such in the Sale Agreement. **Place for Delivery** means the place identified as the delivery address in the Sale Agreement.
- 2. Our conditions always apply.** These trading conditions apply if we accept any order from you. An accepted order is non-cancellable, subject to condition 10.
- 3. Our conditions overrule any other form.** These trading conditions prevail even if they are inconsistent with anything in any earlier or later order form or similar document provided by you.
- 4. Time for payment.** Payment of the Price (in cleared funds and without deduction or set-off) is due a minimum of one working day before Date for Delivery or Collection. Minor defects in the Products or any part thereof are not grounds for delaying payment in full of the Price.
- 5. Defaults.** If any amount you owe to us is not paid by the due date then all of the monies that you owe us on any account become immediately due and payable. In that case, and also if at any time you default under any other agreement that we have with you, without limiting our other rights we may suspend the supply of the Products and defer or cancel any outstanding orders. Also, you must pay us interest on such overdue amounts, calculated on daily balances commencing from the due date for payment, at the rate of 9% per annum. If any payment is overdue, you must also pay or reimburse us for any reasonable costs or expenses we incur as a consequence or in seeking to recover payment.
- 6. Delivery.** If the Sale Agreement states that we will arrange delivery of the Products, we agree to arrange delivery of the Products to the Address for Delivery and, subject to these Trading Terms, on or before the Date for Delivery, which will be determined at the next step of the process. If the Sale Agreement states that the Address for Delivery is our address, then you must arrange for the collection of the Products by the Date for Delivery. You must pay us for all expenses incurred in relation to storing the Products if not accepted at the time of delivery and from the Date for Delivery if the Address for Delivery is our address, in each case for a fixed amount of 1% of the value of the order, up to a maximum period of 3 months from original Date of Delivery, after which time the products are considered to be no longer required for You and may be re-listed for sale. You take all of the risk associated with the Products in all respects from the time of delivery or, if we store the Products after the Date for Delivery then from the Date for Delivery.
- 7. Instructions.** You must read all labels, packing and materials that accompany the Products, for important warnings and instructions for use. You must not remove any labels, packaging or materials that accompany the Products supplied by us if you re-supply the Products to someone else. We do not authorise you to make, give or imply any guarantee, warranty, representation or instruction from us, to anyone to whom you re-supply the Products.
- 8. Our warranty.** We must repair or at our option, make a replacement available to you for any Products supplied by us if there is any material manufacturing defect in materials or workmanship provided you give notice to us in writing, and return the item, within 12 months after supply by us of the relevant product. The notice must state the warranty under which you are claiming and set out the facts that you consider have led to a breach of the warranty. Our obligations under this warranty are limited to repair or the provision of a replacement and that is your sole remedy. Any costs incurred by you in making the claim or substituting the defective product (including investigation and location of the defective product and costs of any kind incurred in carrying out the substitution), are to be borne by you.
- 9. Shortages and pre-delivery damage.** We will not recognise any claim for any Products being delivered in a damaged state if the claim is not made within 7 days of delivery. When you (or the carrier) sign any delivery, consignment note, driver's manifest or similar document on receipt of a delivery, that is prima facie evidence that you received the delivery without any damage that would have been visible on taking delivery and inspecting the Products. You carry all risk of the Products in transit where you arrange for carriage or collection from us.
- 10. Limits on cancellation.** You do not have the right to cancel an order or to return any Products for credit.
- 11. Liability for injury, death and property damage.** We do not seek to exclude our legal liability (if any) for any death, personal injury or property damage which is caused by our negligence. However, even where we are liable for death, personal injury or property damage, we are not liable for any associated Consequential Loss (as defined in condition 18). Also, we are not liable to the extent that something was caused or contributed to by your negligence or by the negligence of your contractors or agents or of any third party.
- 12. Sale by specification.** We offer our products by specification. You decide what purpose to use them or re-supply them for and you alone are responsible for determining your technical requirements. Also you alone are responsible for determining whether any product we supply is fit and suitable for your purpose although this does not limit any applicable consumer guarantee (if any, and subject to our other conditions). Any performance figures we provide are approximations and only for general guidance: a particular performance figure, even after allowing an approximation tolerance, may not be obtainable continuously or in all circumstances. Dimensions and specifications are all subject to tolerances and are also subject to variations between similar items. We are not supplying any service or advice of any nature (despite but not limiting references elsewhere in these provisions). The provisions of this condition apply despite any comment or representation made or implied by us. You acknowledge that you do not rely on any advice from or representation by us, any of our agents or a third party unless made in writing and signed by one of our directors.
- 13. Unexpected delay.** This condition applies if something happens which is beyond our reasonable control that makes it impossible, more difficult or more expensive for us to perform our obligations in our usual way. In those cases we may wait until it is again possible for us to perform our obligations in our usual way without additional difficulty or expense, and we are not liable for any delay which results. Without limiting the foregoing general words, this condition applies where we have problems performing our obligations due to accident, strike, cyberattack, transport difficulty or stock shortage.

14. **Estimated delivery times.** Delivery times are estimates only and we are not liable for delays in delivery.
15. **No other representations.** We rely on the following warranties from you as essential conditions in relation to any order or Products supplied. You have not relied on any representation made or implied by us or arising out of or implied by our conduct, nor upon any description, illustration or specification contained in any document produced by us, including any catalogue or publicity material, unless made in writing for the purposes of this transaction and signed by one of our directors. Nor have you relied on our skill and judgment in deciding whether, or what kind of products, to purchase from us. To the extent that we have made or implied, or by conduct given rise to or implied, any representation that is not expressly stated in these conditions, you are not proceeding in reliance on the representation because you have had and taken the opportunity to independently check and form your own view about the significance, and the accuracy or otherwise, of the representation. Without limitation, you acknowledge that you are not relying on being able to make any claim against us, for any representation made or conduct occurring before, under or in connection with any order, beyond the claims that can be made, and the limits applying, as provided in these trading conditions.
16. **Manufacturer.** We use our reasonable endeavours to obtain for you the benefit of any warranty from the manufacturer of any Products that we supply to you. This provision does not require us to commence legal proceedings or incur legal costs. We make certain endeavours to ensure that the Products or parts thereof supplied by us are sourced from appropriate manufacturers. It is not practicable for us to test individual items for compliance or defects prior to supply.
17. **Exclusion of implied conditions.** All conditions, terms and warranties that are or might otherwise be implied by law, practice, trade usage or international convention, are excluded to the fullest extent permitted by law. Subject to and without limiting the other provisions of these conditions - we give no commitment, guarantee, warranty or representation as to the condition, quality, performance, aesthetic appearance, merchantability or fitness of Products supplied. You should carry your own insurance in connection with risks associated with those Products and also take other steps to identify and manage your own risks in relation to those Products. You accept that this is a fair and reasonable allocation of risk.
18. **Limitation of liability.** To the extent permitted by law, we are not liable for, and you do not rely on being able to claim against us for, any loss or damage or Consequential Loss (whether in contract or for negligence or any other tort or for breach of statutory, fiduciary or other duty or on any other legal or equitable basis) in relation to the supply or non-supply of the Products or services to you or any order to supply the Products or services or in relation to any representation or conduct before, under or in respect of any order, and whether or not the possibility or potential extent of the Consequential Loss was known or foreseeable and whether or not the act or conduct was authorised or required. Otherwise, our aggregate liability to you in respect of any losses that are not excluded in this condition is limited to the Price. **Consequential Loss** in these trading conditions means any loss of use, lost production, lost income or profits, loss of opportunity, lost savings, increased or wasted expenses, delay or lost time, loss of or damage to goodwill, increased operating costs, wasted or increased financing costs, loss of or damage to data or records, loss of or unavailability of or damage to tangible or intangible property, any aesthetic change or difference, claims made against you by others, losses or costs or expenses associated with identification, investigation, assessment, repair, replacement or servicing of any defective Products and any other economic loss or damage and any special, indirect or consequential loss or damage.
19. **Variations in specifications.** We reserve the right to vary the specifications or performance criteria of any product from time to time and to obtain a product from a different source, at our absolute discretion and supply an alternative product. We may do that without telling you provided we have reasonable grounds for believing that the alternative product offered is substantially similar to that previously offered or represents an improvement.
20. **Approvals.** We may make no representation about the usage to which the Products may be put. You agree to be solely responsible for complying with all laws and the requirements of all authorities in connection with the use of the Products, the location of the Products, the modification of the Products and the fixing of the Products to any property and for obtaining all approvals, permits, certificates and determinations which may be required to enable you lawfully to use the Products for the purposes for which you intend. We assume that you understand any and all requirements obtaining to all such approvals, permits, certificates and determinations prior to entering into this agreement.
21. **Governing Law.** Our agreement with you is governed by and is to be interpreted according to the laws in force in NSW and you submit to the non-exclusive jurisdiction of the courts operating in NSW.
22. **Notices.** All notices you and we give each other must be in writing and signed. A notice from us may be signed by any of our managers, directors or solicitors. Notices must be given at the address shown on the proposal form or a changed address of which due notice has been given. Notices are deemed given on the day of delivery if delivered between 9am and 5pm on a day in which banks are open in Sydney that is not a Saturday, Sunday or public holiday, or on the next such day following delivery if delivered at some other time, or two days after posting if given by prepaid post. Notices must not be given by facsimile.
23. **Extent permitted by law.** To the extent permitted by law, if any provision or part thereof of this agreement is found to be void, invalid or otherwise unenforceable, it shall be deemed to have been severed from the agreement and the remaining provisions of the agreement construed in the absence thereof.

## OUR DETAILS.

Please pay initial deposit to –

**Account Name: Futurebuild Group Pty Ltd**

**BSB: 032-620**

**Account No: 229128**

Please put this presentation number as the reference: 15899010435.

**Phone: 1300 59 59 31**

Email: [info@aruva.au](mailto:info@aruva.au)

Address: **5 Sunny Bank Road Lisarow NSW 2250**

Website: [www.aruva.au](http://www.aruva.au)

We're Futurebuild Group Pty Ltd, trading as Aruva, and our ABN is 98 150 296 558.

Our Builders License number is BLN 269686C.

