

## **NINE by Mirvac – Electric Vehicle Charger Offer Terms and Conditions**

### **Electric Charger Promotion Terms and Conditions**

1. Mirvac Residential (NSW) Developments Pty Ltd (**Mirvac**) recently introduced the Electric Vehicle Charger Promotion (**Promotion**).
2. The Promotion will run for a limited time. The Promotion commences at 9:00am on 19 November 2022 and ends at 5:00pm on 31 December 2022 (**Promotion Period**).

The terms and conditions below apply to the Electric Vehicle Charger Promotion. By participating in the Promotion, eligible buyers agree to be bound by these terms and conditions.

3. The Promotion applies to any apartment at NINE by Mirvac which is available for sale by Mirvac during the Promotion Period, and which includes at least one car space (**Eligible Apartment**).
4. Under the Promotion, subject to these terms and conditions, eligible purchasers who will be provided with one Electric Vehicle Charger (**EV Charger**) installed in the car space of the Eligible Apartment at no extra cost.
5. The specifications of the EV Charger will be determined by Mirvac in its absolute discretion.
6. If an Eligible Apartment includes two or more car spaces, then only one car space will be eligible for the free EV charger installation. If the eligible purchaser wishes to have an EV Charger in the additional car spaces, they will need to purchase the additional EV Chargers at the price of the upgrade.
7. To participate in the Promotion, a purchaser must:
  - a. pay the refundable Expression of Interest / Reservation Amount of \$5,000 during the Promotion Period;
  - b. enter into an unconditional contract for sale with Mirvac for the purchase of an Eligible Apartment (**Contract**) on or before 5:00pm on **31 January 2023**;
  - c. pay the balance of the deposit required under the Contract in the time required by the Contract;
  - d. comply with the terms of the Contract and are not otherwise in default under the Contract; and
  - e. settle the acquisition of the Eligible Property on the due date for settlement required under the Contract.
8. The Promotion cannot be used in conjunction with any other offer, including but not limited to:
  - a. the value of the upgrade cannot be substituted for the value of any other upgrade (e.g. cost of an alternative upgrade in lieu of the timber flooring upgrade).

9. The Promotion is non-transferrable, non-refundable and cannot be exchanged for cash. The free upgrade cannot be used to alter (reduce) the purchase price of an Eligible Apartment. Negotiations regarding the list price of an Eligible Apartment will not be entered into. All taxes which may be payable as a consequence of receiving or participating in the Promotion are the sole responsibility of the eligible purchaser.
10. Purchasers can choose to opt-out and not take up the free offer if requested by notice in writing to Mirvac at any time prior to entry into the Contract.
11. To the extent permitted by law, Mirvac is not liable to the purchasers for any direct, indirect, consequential, exemplary, incidental, special or punitive damages arising out of or in connection with a purchaser's participation in this Promotion even if Mirvac has been advised of the possibility of such damages.
12. Prior to a purchaser's entry into the Contract, Mirvac reserves the right, at its sole discretion, to cancel, terminate, modify, extend or suspend the Promotion at any time without notice.
13. If there is any inconsistency between these terms and conditions and the provisions of the Contract entered into by a person participating in the Promotion, the terms of the Contract prevail.
14. These terms and conditions are governed by the laws of New South Wales.

### **Further Electric Vehicle Charger Terms and Conditions**

The following additional terms and conditions are included in the Contract of Sale for the purchase of an Electric Vehicle Charger:

15. The Vendor discloses that the Purchaser is offered an upgrade on the Customer Option Schedule to purchase an Electric Vehicle Charger to be installed in the car space for the Property.
16. The Vendor discloses that, if the Purchaser elects to purchase an Electric Vehicle Charger:
  - a. the EV Charger will form part of the Property and be owned by the Purchaser after completion;
  - b. the lead-in cabling, load managing systems and other infrastructure servicing the EV Chargers will either be Common Property or owned by the EV Operator;
  - c. the EV Charger will be connected to the Common Property power supply and be individually metered;
  - d. the Purchaser will be required to enter into a subscription agreement with an EV Operator for EV Charger management, reporting and user support for the Electric Vehicle Charger. The Vendor makes no representation or warranty as to the cost of annual subscription fees or other costs that the EV Operator may charge, or that the Purchaser may incur, but advises that as at the contract date the annual subscription fee for the EV Charger is estimated to be between \$150 and \$200 per annum; and

- e. the Owners Corporation and the EV Operator may agree the charging tariff per kW to apply to the Electric Vehicle Chargers. The charging tariff per kW may change from time to time.  
The Vendor makes no representation or warranty as to the cost of the charging tariff per kW.
17. The Vendor discloses that the Vendor may either:
- a. engage an EV Operator to manage and operate the Electric Vehicle Chargers; or
  - b. cause the Owners Corporation or Building Management Committee to enter into an agreement with an EV Operator to manage and operate the Electric Vehicle Chargers for a term either expiring at the date of the first annual general meeting of the Owners Corporation or for a longer period subject to the ratification by the Owners Corporation at the first annual general meeting.
18. The Owners Corporation may elect to continue or discontinue the service of the EV Operator. If the Owners Corporation elects to discontinue the service of the EV Operator, a different provider may have different infrastructure requirements to the EV Operator either:
- a. engaged by the Vendor; or
  - b. the subject of an agreement with the Owners Corporation or Building Management Committee entered into before the date of the first annual general meeting.
19. The Purchaser is directed to the draft by-law 36 in the By-law Instrument regarding the Electric Vehicle Chargers.
20. Without limiting the rights of the Vendor under this contract, the Vendor may, prior to Registration of the Plans, Instruments, Strata Management Statement and By-law Instrument, amend any of those documents to:
- a. to reflect the specific arrangements relating to the Electric Vehicle Chargers and/or arrangements with an EV Operator; and
  - b. to include (or vary) any rules in relation to the Electric Vehicle Chargers.