

TERMS AND CONDITIONS OF THIS AGREEMENT

1. INTERPRETATION

1.1 In this Agreement:

- (a) Each of the terms ~~Buyer~~, ~~Guarantor~~ and ~~Supplier~~ means and includes the plural and where more than one jointly and severally, and means and includes (where that party is an individual) the executors and administrators of that party or (where that party is a corporation) that corporation and its successors, and in the case of the ~~Buyer~~ includes its permitted assigns.
- (b) The term ~~Creditor~~ means the Vendor. The term ~~You~~ means the Purchaser. The term ~~Supplier~~ includes its assigns, and all rights, privileges and powers conferred upon the Vendor in this Agreement are exercisable by any assignee of the Vendor under this Agreement as fully and effectually in all respects as the same might have been exercisable by the Vendor.
- (c) The term ~~Act~~ means the Credit Contracts and Consumer Finance Act 2003 and any amendments of that Act.
- (d) The following terms defined in the Act and used in this Agreement have the meanings given to them in the Act, unless the context otherwise requires: ~~as soon as practicable~~, ~~consumer credit contract~~, ~~electronic communication~~, ~~electronic form~~, ~~full prepayment~~, ~~part prepayment~~, ~~payment~~, and ~~unpaid balance~~.
- (e) Words importing one gender include the other genders and the singular number includes the plural and vice versa.
- (f) The headings in this Agreement are for guidance as to content only and are not to be taken into account in interpreting the meaning of the covenants in this Agreement.

2. ACKNOWLEDGMENTS BY PURCHASER AS TO FITNESS FOR PURPOSE

2.1 The Purchaser acknowledges that the Purchaser does not rely on the skill or judgment of the Vendor in regard to the fitness of the goods for any purpose and that the Purchaser has not made known to the Vendor or to any employee or agent of the Vendor any particular purpose for which the goods are required.

3. TITLE AND RISK

3.1 Title in the goods will not pass to the Purchaser until all money payable by the Purchaser pursuant to this Agreement has been paid and that all the Purchaser's other obligations pursuant to this Agreement have been satisfied in full. All risk in the goods is to pass to the Purchaser on signing this Agreement. The Purchaser agrees to indemnify the Vendor against destruction or loss of the goods (including legal forfeiture) and from all liabilities or claims arising out of the possession or use of the goods.

4. PAYMENT BY PURCHASER OF AMOUNTS DUE

4.1 The Purchaser will duly and punctually and without demand pay and satisfy to the Vendor the payments mentioned in Part 1 of this Agreement (~~Credit details~~ and ~~payments~~ sections) by:

- (a) paying the cash deposit or portion of the deposit mentioned in Part 3 (~~Credit details~~ section) to the Vendor at the time the Purchaser signs this Agreement; and
- (b) authorising payment of the trade-in to, or credit in account with, the Vendor of the trade-in allowance mentioned in Part 1 (~~Credit details~~ section) (being the agreed value of the trade-in less any amounts owing in respect of the trade-in whether pursuant to security interests or liens, or otherwise); and
- (c) paying the payments mentioned in Part 1 (~~payments~~ section) by the installments and in the manner set out in Part 1 to the Vendor at the place designated in Part 1 or to any other person or at any other place as the Vendor may designate from time to time by notice in writing served on the Purchaser.

4.2 All payments must be made without deduction, counterclaim or set off and notwithstanding any damage to or loss of the goods.

4.3 The Purchaser will execute any instruments providing for payment of the payments mentioned in Part 1 of this Agreement, which the Vendor may from time to time request. Those instruments may include an authority for direct debit.

4.4 The Vendor will credit each payment accepted by the Vendor (other than a full prepayment) to the Purchaser's account either (at the Vendor's discretion):

- (a) as soon as practicable after the Vendor receives (in accordance with clause 4.6) the payment; or
- (b) in accordance with dates listed in the specified schedule of payments mentioned in Part 1, regardless of whether or not the payment is of an amount that is equal to the amount of the next scheduled payment.

4.5 The Vendor will credit any full prepayment to the Purchaser's account as soon as reasonably practicable after the Vendor receives (in accordance with clause 4.6) the full prepayment.

4.6 For the purpose of this Agreement, any payment received by the Vendor after 2:00 p.m. on a banking day, or on a day that is not a banking day, shall be deemed to have been received by the Vendor on the earlier to occur of:

- (a) the date on which the Vendor has the payment available for reinvestment; and
- (b) the next following banking day. (In this clause ~~banking day~~ means a day on which the Vendor's trading bank is open for ordinary banking business until at least 3.00pm).

4.7 Where payments are received from the Purchaser and subsequently dishonoured by the Purchaser's bankers, any credit to the Purchaser's account which was effected by the Vendor will be reversed, as if the payment had not been made, and a reasonable dishonour fee will be payable by the Purchaser as demanded by the Vendor, to adequately compensate the Vendor for the Vendor's costs and the administration involved.

5. INSURANCE

5.1 The Purchaser:

- (a) will at the Purchaser's expense immediately effect with an insurer acceptable to the Vendor (and immediately provide written evidence of the insurance to the Vendor) and maintain a comprehensive insurance cover over the goods for full insurable value in the name of the Vendor and Purchaser for their respective rights and interests, loss if any payable to the Vendor; and
- (b) to the extent necessary, authorises the Vendor to pay to the insurer any insurance premium or cost; and
- (c) will not change insurer without the prior written consent of the Vendor and will maintain the insurance cover (providing evidence of the insurance on demand by the Vendor) and not do or omit any act that could cause the insurance cover or claims under the insurance to be cancelled or refused or otherwise adversely affected.

5.2 Any amount payable under any insurance policy will be paid to the Vendor to be applied as the Vendor thinks fit either in making good any damage to the goods or towards payment of the payments mentioned in Part 1 and any other amounts outstanding under this Agreement, as if the amount payable under the insurance policy were a part prepayment or full prepayment (as applicable) by the Purchaser.

6. PURCHASER TO COMPLY WITH LAWS AFFECTING THE GOODS

6.1 The Purchaser will comply with the provisions of all Acts of parliament, bylaws and regulations affecting the goods or the use or possession of the goods and will keep the goods registered or licensed if required and, if a motor vehicle, will maintain a current warrant or certificate of fitness and will not permit an unlicensed driver to drive it.

Initials

7. MAINTENANCE

7.1 The Purchaser will at the Purchaser's expense:

- (a) maintain the goods in good operating repair and condition; and
- (b) operate and use the goods properly in accordance with manufacturer's instructions and/or only for the purpose intended by the manufacturer and having regard to the design capabilities and limitations of the goods; and
- (c) advise the Vendor immediately of any loss or damage to the goods and allow the Vendor to inspect and test the goods at any time and produce to the Vendor or as directed by the Vendor to this purpose; and
- (d) comply with all laws affecting the goods or their possession or use, keeping licensed and registered if required and (if a motor vehicle) with a current warrant or certificate of fitness; and
- (e) replace all defective or worn out parts of the goods.

7.2 The Purchaser will not make any alterations to or modify the goods without the previous written consent of the Vendor.

7.3 The Purchaser will punctually pay all money payable for work done to, and accessories and replacement parts supplied for, the goods and will discharge all liabilities in respect of that work, accessories and replacement parts.

8. ACCESSORIES

8.1 All accessories and replacement parts and any additional thing or material which are now or at any time during the continuance of this Agreement attached to the goods form part of the goods and are the property of the Vendor subject to this Agreement.

9. SECURITY INTEREST

9.1 The Purchaser will not:

- (a) sell, pledge, mortgage, charge, grant a security interest in, or hire out, part with the possession of nor otherwise deal with the goods; or
- (b) allow any lien or distraint on the goods; or
- (c) assign the Purchaser's interest under this Agreement except with the prior written consent of the Vendor.

10. PURCHASER TO NOTIFY CHANGE OF ADDRESS OR STATUS

10.1 If the Purchaser changes address and or telephone number, the Purchaser will immediately give written notice to the Vendor of the new address or telephone number. If the goods or any part of the goods are removed, seized or taken out of the possession of, or withheld from, the Purchaser, the Purchaser will immediately give written notice to the Vendor of the address of the place where the goods may be and of the name of the person who has possession of the goods.

10.2 The Purchaser will not take or permit the goods to be taken out of New Zealand without first obtaining the Vendor's written consent. The Purchaser will whenever requested so to do by the Vendor notify the Vendor in writing, within 24 hours after the Vendor's request, of the place where the goods may be.

11. METHODS OF DISCLOSURE AND SERVICE OF NOTICES

11.1 The Purchaser acknowledges that this Agreement is a consumer credit contract in respect of which continuing disclosure is not necessary due to section 21(1)(a) of the Act. In that regard the Vendor and Purchaser agree and acknowledge that the %payments+section of Part 1 is a specified schedule of payments that is not able to be adjusted under this agreement (other than adjustment as a result of breach of this agreement by the Purchaser). If, despite the above, continuing disclosure is required in respect of this Agreement, the Purchaser consents to such disclosure of the information set out in section 19 of the Act being made, at the Vendor's discretion, either by way of a website in accordance with section 21(1)(b) of the Act or in accordance with the methods described in section 35 of the Act.

11.2 Without limiting the methods of disclosure permitted under section 35 of the Act, the Purchaser and the Guarantor consent to all forms of disclosure and any notice from the Vendor being made, if the Vendor so chooses, in electronic form by means of an electronic communication. The Purchaser and Guarantor acknowledge that, in respect of such disclosure, they have imposed no conditions regarding the form of the information or the means by which the information is produced, sent, received, processed or stored. The Purchaser and the Guarantor specify their respective information systems listed in Part 1 for any such electronic communication. The Purchaser and the Guarantor agree that disclosure may be made by the Vendor sending the relevant person an electronic communication that allows the disclosure statement to be accessed from a website or by means of the Internet.

11.3 Unless the Vendor otherwise advises the Purchaser in writing, the Vendor does not consent to cancellation or other notices being given by the Purchaser or the Guarantor in electronic form.

11.4 Notices (other than related to disclosure under the Act) under this Agreement may, without prejudice to any other means of service, be served in accordance with section 38 of the Credit (Repossession) Act 1997.

12. THE VENDOR MAY INSPECT AND TEST GOODS

12.1 The Purchaser will permit the Vendor and any persons authorised by the Vendor to have access to the goods at all reasonable times for the purpose of testing or inspecting the goods. The Purchaser will at any time upon request by the Vendor produce the goods for this purpose at any premises nominated by the Vendor.

13. ASSIGNMENT

13.1 The Vendor may at any time at law or in equity assign (whether absolutely or by way of mortgage) all or any part of its rights, title, benefits and interest in goods and its rights in or under this Agreement.

14. PROTECTION OF THE VENDOR'S INTERESTS

14.1 In the event that:

- (a) The Purchaser fails to perform any obligation on the Purchaser's part contained or implied in this Agreement; or
 - (b) The Vendor considers it necessary or desirable to pay any money or incur any expense (whether in respect of the repossession of the goods or otherwise) in order to protect its interests under this Agreement;
- then the Vendor may perform that obligation, pay that money, or incur that expense and any money paid or expense incurred by the Vendor for any of those purposes will be payable by the Purchaser to the Vendor upon demand by the Vendor.

14.2 The Purchaser will indemnify the Vendor against every claim by any person relating to the goods or the use of the goods.

14.3 In the event that the Vendor incurs any liability or expense in respect of the goods or this Agreement (other than that which could at the time of this Agreement reasonably be expected to be incurred in respect of the goods or this Agreement) then the amount of that liability or expense will be payable by the Purchaser to the Vendor upon demand by the Vendor.

15. MINORS

15.1 If any Purchaser is with or without the Vendor's knowledge a minor, then the other or others (if any) of the Purchasers will be the principal purchaser and the principal debtor under this Agreement, and their liability will not be limited or affected by any lack of capacity of the minor or through there being no recourse against or right of contribution from the minor or by reason of time or other indulgence granted to the minor.

Initials

16. POWER OF ATTORNEY

16.1 To enable the Vendor more effectively to obtain the benefit of the Purchaser's and Guarantor's covenants contained in this Agreement, each of the Purchaser and any Guarantor hereby irrevocably nominates and appoints the Vendor and every attorney for the time being of the Vendor, severally the attorney of the Purchaser or the Guarantor for and in the name or otherwise on the Purchaser's or Guarantor's or their behalf to execute and perform any act, matter, deed, document or thing which the Purchaser or Guarantor has undertaken to do or perform or which may be deemed necessary or expedient by the Vendor for the perfecting or protection of the Vendor's rights under this Agreement.

17. VARIATION

17.1 Variations of this Agreement must be in writing signed by both the Vendor and the Purchaser, and variations will not prejudice or affect any other provisions of this Agreement.

18. PAYMENTS

18.1 Where the Purchaser makes any payment to the Vendor of any money under this Agreement then the Vendor may, subject to clause 4.4 and the requirements of the Act, (without prior consultation or notice to the Purchaser and in spite of any condition attached to that payment with regard to appropriation), appropriate at the time of payment or at any time thereafter, any such payment in reduction or repayment of any of the amounts outstanding under this or any such other credit contract or document to which the Purchaser is a party in the manner and proportions as the Vendor thinks fit notwithstanding that the time for payment of those amounts may not have arrived and any payment will be credited or dealt with and the amounts outstanding reduced accordingly.

18.2 The Vendor may, at its discretion, decline to accept any part prepayment.

18.3 The Purchaser may at any time make a full prepayment, comprising the sum of the following (less any rebate of insurance premium required under section 52 of the Act):

- (a) the unpaid balance at the time of the full prepayment, calculated in accordance with section 51(2) of the Act; and
- (b) the administration costs (\$50) incurred by the Vendor arising from the full prepayment or a charge equal to the Vendor's average administrative costs arising from full prepayments of credit contracts in the same class as this Agreement; and
- (c) a fee or charge that does not exceed a reasonable estimate of the Vendor's loss arising from the full prepayment.

18.4 For the purposes of calculating interest charges that have accrued at the time of part prepayments accepted by the Vendor or full prepayments, the end of the day shall be the time one hour before the time at which the Purchaser makes the part or full prepayment to the Vendor.

18.5 . 90 Day Payment Promotion . No finance repayments for 90 days extends your loan term by the same margin and incurs interest charges from the date of contract signing.

19. EVIDENCE OF UNPAID BALANCE AND OTHER AMOUNTS DUE

19.1 A statement of account made up from the Vendor's books and signed by or on behalf of any attorney for the time being of the Vendor will, subject to the requirements of the Act, be conclusive evidence of the amount due or unpaid by the Purchaser to the Vendor or received from the Purchaser or held by the Vendor on the Purchaser's behalf.

20. DEFAULT INTEREST AND FEES – CREDIT FEES AND CHARGES

20.1 If the Purchaser fails to make any payment (whether interest or otherwise) due under this Agreement on the due date, the Purchaser will, upon demand by the Vendor, pay to the Vendor default interest and/or default fees at the rate(s) and in the circumstances described in Part 1 of this Agreement (%default interest charges and default fees+section).

20.2 The Purchaser will pay to the Vendor the credit fees and charges, at the rates set out in Part 1 (%credit fees and charges+section) at the times described in Part 1 (%credit fees and charges+section). The Vendor may charge the Purchaser or Guarantor (as appropriate) a reasonable fee in respect of request disclosure.

20.3 The Vendor may at its discretion from time to time alter any of the credit fees and charges referred to above. Disclosure of any changes to those fees and charges may be made in any of the manners permitted by section 23 of the Act. Any such changes will take effect from the time stipulated by the Vendor.

21. REPOSSESSION OF GOODS

21.1 Subject to the Credit (Repossessions) Act 1997 and the Act, upon the occurrence of any one or more of the events listed in clause 21.2 the Vendor may do either or both of the following:

(a) Without any prior notice repossess the goods and for that purpose may by its officers or agents enter, on any property occupied by the Purchaser and (as the agent of the Purchaser) on any other property which the Purchaser might enter upon, where the goods may be or supposed to be;

(b) By notice in writing to the Purchaser, terminate this Agreement as at the date of the notice or any later date specified in the notice.

If the Vendor exercises either or both of its rights under this clause 21.1 the balance of the money payable by the Purchaser under this Agreement will immediately become due and payable to the Vendor.

21.2 The events are:

- If the Purchaser defaults in the observance or performance of any provision contained or implied in this Agreement,
- If distress or execution is levied or issued against the goods.
- If at any time any judgment of any Court against the Purchaser remains unsatisfied for more than seven days.
- If any lien is lawfully claimed over the goods.
- Where the Purchaser is a company, if there is a sale, transfer or other disposition of any of the shares in the Purchaser which has the effect of altering the effective control of the Purchaser without the Vendor's prior written consent.
- If the Purchaser commits or suffers any act of bankruptcy, or (if a company) becomes insolvent.
- If a Receiver is appointed in respect of any assets of the Purchaser.
- If an application is made for the liquidation of the Purchaser the Purchaser passes a resolution to go into liquidation.
- If the Purchaser makes an assignment to or composition with the Purchaser's creditors.
- If the Purchaser fails to maintain acceptable insurance cover or if any insurance policy in respect of the goods is cancelled by the insurer or the Purchaser or that insurance money is used in accordance with clause 5.2.
- If in the opinion of the Vendor the Purchaser is unable to pay or does not pay its debts as they become due and payable.

22. PAYMENT OF GST

22.1 Any reference in this Agreement to the payment of any amount or any costs or expenses includes the payment of any Goods and Services Tax (%GST+) payable in respect of such amount, costs, or expenses and where the Vendor has paid GST on any amount for which the Purchaser is liable, the Purchaser will pay the amount of GST paid by the Vendor to the Vendor or the Vendor will be entitled to deduct the amount of GST so paid from any amount for which it is obliged to account to the Purchaser.

22.2 All amounts are inclusive of GST (if applicable).

23. GUARANTOR

Initials

23.1 In consideration of the Vendor entering into this Agreement with the Purchaser at the request of the Guarantor as the Guarantor hereby acknowledges, the Guarantor hereby guarantees to the Vendor the due and punctual payment by the Purchaser of all money payable under this Agreement and the due and punctual performance of all obligations, duties, liabilities and undertakings of the Purchaser under this agreement and it is hereby agreed that:

- (a) although as between the Guarantor and the Purchaser the liability of the Guarantor may be that of a surety only, as between the Guarantor and the Vendor (including any successors or assigns of the Vendor) the Guarantor will be deemed to be a principal debtor and not be released by any act, matter or thing the happening of which would release one liable only as a surety;
- (b) this Guarantee is a continuous guarantee until all the obligations of the Purchaser under this Agreement have been fully discharged;
- (c) none of the following:
 - (i) the bankruptcy or liquidation of the Purchaser or the Guarantor or anyone or more of them (if more than one); or
 - (ii) the giving of time or any indulgence by the Vendor to the Purchaser or the Guarantor or any one or more of them or any other person; or
 - (iii) the exercise or non-exercise by the Vendor of any of the powers under this Agreement or the release or partial release or variation of this Agreement or of any collateral agreement or other security at any time held by the Vendor; or
 - (iv) any other dealing whatever by the Vendor with the Purchaser or the Guarantor or any one or more of them or any other person;

will exonerate or release the Guarantor from its liability under this Agreement nor will the Guarantor be released by any other act, omission, matter or thing whatever whereby the Guarantor as a surety only would have been so released.

23.2 The Guarantor agrees to indemnify the Vendor (including the Vendor's successors or assigns) from and against any liability, loss or damage which it might incur by reason of any breach by the Purchaser of the Purchaser's obligations under this Agreement or by reason of this Agreement being or becoming void or unenforceable.

23.3 The Guarantor(s) acknowledge they have been advised by or on behalf of the Vendor to obtain independent legal advice as to the effects, risks and implications of signing this Agreement as Guarantor. Insofar as such independent advice has not been obtained, this is as a result of the Guarantor's own choice and is contrary to advice given by or on behalf of the Vendor as to what steps should be taken by the Guarantor.

24. SET OFF

24.1 The Vendor will have and be entitled, at the Vendor's sole discretion, to exercise a right of set-off as between money owed to or money or property claimed by the Purchaser or the Guarantor on the one hand and any debt or liability of the Purchaser or the Guarantor to the Vendor on any account however arising on the other hand. Neither the Purchaser nor the Guarantor will have any right of set-off for any money owed to or money or property claimed by the Vendor against any debt or liability of the Vendor to the Purchaser or the Guarantor in any capacity or on any account whatsoever.

25. CANCELLATION BY PURCHASER

25.1 The Purchaser may cancel this Agreement in accordance with those parts of sections 27 -31 of the Act that apply to this Agreement. However, any notice of cancellation may only be given by the Purchaser in writing and in accordance with clauses 11.3 and 11.4. The Purchaser acknowledges, for the avoidance of doubt, that upon cancellation the Purchaser will be liable to pay the Vendor the expenses and costs referred to in section 30(1)(e) of the Act which are applicable.

26. COLLECTION USE AND DISCLOSURE OF INFORMATION

26.1 The Purchaser and the Guarantor authorise the Vendor and NZ Vehicle Finance Limited to collect such information from third parties, including credit reference agencies as may be required by either the Vendor or NZ Vehicle Finance Ltd., in connection with the Purchaser's and the Guarantor's applications for the products or services of either the Vendor or NZ Vehicle Finance LTD. and any other dealings of whatever nature that the Purchaser and the Guarantor may have with either the Vendor or NZ Vehicle Finance LTD..

26.2 The Purchaser and the Guarantor acknowledge that:

- (a) any default by the Purchaser or the Guarantor under this Agreement may be disclosed by the Vendor or by NZ Vehicle Finance LTD. to credit reference agencies;
- (b) the Vendor, NZ Vehicle Finance LTD. may use the Purchaser's and the Guarantor's information to inform the Purchaser and the Guarantor of any other of the Vendor's, NZ Vehicle Finance LTD.'s products or services;
- (c) under the Privacy Act 1993, the Purchaser and the Guarantor have the right to access to and correction of their personal information held by either the Vendor or NZ Vehicle Finance LTD.

ASSIGNMENT

In Consideration of an amount paid by NZ Vehicle Finance LTD. details of which are separately recorded, the Vendor acknowledges receipt of a copy of this Agreement and assigns to NZ Vehicle Finance LTD. all the Vendor's right, title and interest in the Goods, in all payments to be made by the Purchaser pursuant to the Agreement and in the Agreement generally. This assignment shall be governed by the terms of any Dealer Assignment or similar Agreement between the Vendor and NZ Vehicle Finance LTD.. This Assignment is an Absolute Assignment / a Mortgage Assignment, and is with recourse.

DISCLOSURE STATEMENT – RIGHT TO CANCEL SECTION

NOTE: The other part of the Disclosure Statement is contained in Part 1.

Statement of right to cancel

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this contract have been disclosed to you to cancel the contract.

How to cancel

If you want to cancel this contract you must give written notice to the creditor. You must also -

- (a) return to the creditor any advance and any other property received by you under the contract (but you cannot do this if you have taken possession of any goods or if you bought any property at an auction or if the contract is for the sale of services that have been performed); or
- (b) pay the cash price of the property or services within 15 working days of the day you give notice.

Time Limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 5 working days after the electronic communication is sent.

Initials

If the documents are mailed to you, you must give the notice within 7 working days after they were posted. Saturdays, Sundays, and national public holidays are not counted as working days.

What you may have to pay if you cancel

If you cancel the contract the creditor can charge you .

(c) the amount of any reasonable expenses the creditor had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc); and

(d) interest for the period from the day you received the property or services until the day you either pay the cash price for the property or services or return the property to the creditor.

This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that the creditor is being unreasonable in any way, you should seek legal advice immediately.

WHAT CAN YOU DO IF YOU SUFFER UNFORESEEN HARDSHIP?

If you are unable reasonably to keep up your payments because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to ask us to vary the terms of this Agreement (we call this a Hardship Variation). To apply for a Hardship Variation, you need to: (a) make an application in writing; and (b) explain your reasons for the Hardship Variation; and (c) request one of the following: " an extension of the term of this Agreement - this means we would reduce the Payment Amount due on each new Payment Date and increase the Number of Payments; or " a postponement of certain Payment Dates; or " both of the above . that is, postpone some payments and pay smaller amounts over a longer time period; and (d) give the application to us - feel free to phone us to discuss on 0800 227 000. Do this as soon as possible. If you delay for too long in making an application, or do not meet the Hardship Variation criteria, we may not have to consider your request. If we agree to your requests, we may ask you to enter into a new agreement or we may change the amounts and dates in the SCHEDULE OF PAYMENTS on page 1 to help you meet your obligations. You will have to pay a Refinance Fee (as set out in the attached FEE SCHEDULE).

Standard Fees and Charges Applicable To Credit Sale Agreement

Loan Establishment Fee

\$195

This fee covers the cost of processing, assessing and approving your application. This fee is only charged when your application is approved if you proceed with the credit sale agreement.

Dealer Fee

\$195

This covers the cost of the dealer preparing and processing your application and credit sale agreement, including the signing and returning of all contracts for final payout.

MVSR

\$16-10

This is the fee to cover the cost of registering security interest over the motor vehicle with the Personal Property Security Register.

Credit Check

\$6-90 to \$19-95

This is to cover the cost of conducting a credit check.

Early Settlement

\$150

The fee for processing the early settlement of the contract, including the release of the security.

Default Interest Charge

5%

Default interest is calculated at the rate of 5% per annum over and above the annual interest rate charged in your contract. Default interest will be payable only on the overdue amount from its due date until NZ Vehicle Finance receives payment of the overdue amount in full.

Dishonored Payment Fee & Letter Fee

\$10 to \$30

Charged to your account when the bank dishonours a payment made from your account.

Collections & Recovery Costs

Repossession Fee

\$75

Charged to your account when a repossession notice is issued

Post Possession Fee

\$100

This fee is payable after the repossession of the goods.

Recovery Costs

We will charge you any costs charged by third parties relating to your Loan or this Agreement (e.g. repossession agent, legal provider, and repairer). We can provide copies of the invoices on request.

Variations

Refinance Fee

\$350

Applicable if the contract is refinanced

Additional Charges

Additional charges may be payable in relation to the selling of the goods and collection of the monies owed after repossession. These cost will include but are not limited to commission, advertising, storage etc in relation to the goods prior to and during the sale process.

Initials

It is important that you read this

The information provided in this Disclosure Statement should help you in dealing with NZ Vehicle Finance Ltd and its staff, and in deciding which financial adviser to use. It provides information about NZ Vehicle Finance Ltd that you may find useful.

NZ Vehicle Finance Ltd in a Qualifying Financial Entity

NZ Vehicle Finance Ltd is licenced by the Financial Markets Authority as a Qualifying Financial Entity for the purposes of the Financial Advisers Act 2008, and is able to provide the financial adviser services described below. As a Qualifying Financial Entity, NZ Vehicle Finance takes responsibility for the adviser services provided by its staff.

How NZ Vehicle Finance Ltd.'s Staff help you?

NZ Vehicle Finance Ltd can provide you with financial adviser services for the following products:

- Providing credit under a credit contract for the purpose of purchasing a vehicle

No fees are payable by you for advice from NZ Vehicle Finance Ltd staff.

What you should do if something goes wrong?

In you have a problem, concern, or complaint about NZ Vehicle Finance Ltd.'s services, please tell either the NZ Vehicle Finance Ltd staff member you are dealing with and we will try to remedy the problem.

NZ Vehicle Finance Ltd.'s internal complaints procedure is intended to provide a timely response to your complaint. However, if we cannot agree on a remedy then you can contact

Insurance & Finance Services Ombudsman Services (IFSO)
PO Box 10-845
Wellington 6011
Phone (04) 499 7612 or Freephone 0800 888 202
Fax (04) 499 7614
Email: infor@ifso.nz

This service will be at no charge to you and will help resolve any disagreement.

How NZ Vehicle Finance Ltd is regulated by the Government

You can check that NZ Vehicle Finance Ltd is a registered Financial Services Provider and a Qualifying Financial Entity at <http://www.fspr.govt.nz>. You can also contact the Financial Markets Authority, which licences and regulates Qualifying Financial Entities, for more information about financial advisers.

You can report information or complain about the conduct of NZ Vehicle Finance or its staff to the Financial Markets Authority, but in the event of a disagreement you may choose first to use the dispute resolution procedures described above (under What should you do if something goes wrong?).

You can contact the Financial Markets Authority at:

The Financial Markets Authority
PO Box 1179
Wellington 6140
Phone 0800 434 566
www.fma.govt.nz

Signed by Borrower: _____

Privacy Waiver & Acknowledgement

I _____ D.O.B _____, authorise NZ Vehicle Finance Ltd to contact any credit reporting agencies, credit providers, my employer, the Ministry of Justice, the NZTA, my accountant or any other such source to obtain, check and exchange (both now and in the future) such personal, financial and commercial information and references about me as is necessary for the purposes of considering this application or any future application, the protection and administration of any loan arising out of this application and to assist in the enforcement of any agreement between me and any finance company, I agree that you may produce this authority to such parties for the purposes of collection such information.

I confirm I have no outstanding traffic, parking or other fines and I do not have a criminal record. I confirm I am not an undischarged bankrupt.

I waive my right to receive verification statements or financing change statements under the PPSA. I acknowledge that I am able to request such statements by contacting Dave Allen Motors or NZ Vehicle Finance in writing.

I agree that Dave Allen Motors and NZ Vehicle Finance may contact me using electronic communication, including email and text message for the purposes of making any disclosure to me pursuant to the Credit Contracts and Consumer Finance Act 2003, for providing me with notices and or changes to terms and condition or any other reason such as marketing services & products.

Under the provisions of the Privacy Act 1993, you are entitled to have access and request correction to personal information held about you.

Signed: _____ Date: _____

Initials