

**ORIGINATOR:** PROVIDE ONE COPY, TOGETHER WITH THE GENERAL TERMS AND CONDITIONS, TO THE PURCHASER. RETAIN ONE COPY FOR YOUR RECORDS. FORWARD THE ORIGINAL AGREEMENT TO DEALER FINANCE LIMITED.

# DEALER FINANCE LIMITED (“DFL”) - CREDIT SALE AGREEMENT AND DISCLOSURE STATEMENT

Contract No. \_\_\_\_\_

**IMPORTANT** - If this Agreement is a consumer credit contract under the Consumer Credit Contracts and Consumer Finance Act 2003 ("the Act") the Vendor is required to provide you with this disclosure statement ("this Disclosure Statement") under section 17 of the Act. This Disclosure Statement sets out the key information about your consumer credit contract. This Credit Sale Agreement and Disclosure Statement together with the General Terms and Conditions ("this Agreement") form your credit contract with the Creditor. You should read it thoroughly. **If you do not understand anything in this Agreement, you should seek independent advice.** You should keep this Agreement in a safe place. The Disclosure Statement should be provided to you before this Agreement is entered into. The law gives you a limited right to cancel this Agreement. See the statement of right to cancel below for full details of your right to cancel. **Note that strict time limits apply.**

**This Agreement shall only be entered into, and the sale of the vehicle described in this Agreement completed, when this Agreement is signed below by the Vendor.**

	DATED _____ BETWEEN			
<b>THE VENDOR</b>	VENDOR'S NAME		ADDRESS	
<b>AND THE PURCHASER</b>	TITLE	FIRST NAMES	SURNAME	DATE OF BIRTH
	_____	_____	_____	_____
	ADDRESS	_____		YEARS ____ MONTHS ____
	PREVIOUS ADDRESS	_____		YEARS ____ MONTHS ____
	Phone	Home _____	Business _____	Mobile _____
	EMAIL	Home _____	Business _____	
	OCCUPATION	_____	EMPLOYER _____	YEARS ____ MONTHS ____
Method of Identification	_____ ID No _____	_____ ID No _____		
<b>GUARANTOR(S)</b>	TITLE	FIRST NAMES	SURNAME	DATE OF BIRTH
	_____	_____	_____	_____
<b>VEHICLE</b>	DESCRIPTION OF VEHICLE		INSURANCE	
	Type	_____	Insurance Company	_____
	Classification	_____	Policy Number	_____
	Year	_____	Cover Amount	_____
	Make	_____	Expiry Date	\$ _____
	Model	_____		_____
	Chassis	_____	<b>DFL'S CONTACT DETAILS</b> You may send notices to DFL by writing to DFL at DFL's postal address Name: Dealer Finance Limited ("DFL") Postal Address: PO Box 80183, Christchurch 8440	
	VIN	_____		
	CC Rating	_____		
	Registration No	_____		
Colour	_____			
Odometer (km)	_____			
<b>CREDIT DETAILS</b>	Initial Unpaid Balance (Amount Financed)		<b>PAYMENTS</b> You are required to make each payment of the amount specified and by the time specified.	
	This is the amount you owe as at the date of this statement (including any fees charged by the Creditor)		<b>TIMING OF PAYMENTS</b>	
	Made up of:		Frequency: monthly	
	Cash Price	_____	First Payment	Date _____ \$ _____
	Cash Price Extras	_____	Last Payment	Date _____ \$ _____
	Registration	_____	Number of Payments	_____ \$ _____
GAP Insurance	_____	Amount of Each Payment	_____ \$ _____	
PPSR Fee	_____	<b>TOTAL AMOUNT OF PAYMENTS (Balance Payable)</b>	\$ _____	

	<p>DFL Establishment Fee _____</p> <p>Loan Repayment Insurance _____</p> <p>Mechanical Breakdown Insurance _____</p> <p>Dealer Charges _____</p> <p>Less _____</p> <p>Cash (deposit, payment received etc) _____</p> <p>Trade In Allowance _____</p>	<p><b>Place of Payment:</b> All payments shall be made to DFL at the address set out in DFL's contact details or as advised by the Creditor to the Purchaser.</p>					
<b>INTEREST</b>	<p><b>ANNUAL INTEREST RATE</b></p> <p>_____ %p.a. fixed for the whole term of the Agreement being _____ months</p>	<p><b>TOTAL INTEREST CHARGES</b></p> <p>This is the total amount of the interest charges payable under the Agreement</p> <p>\$ _____</p>	<p><b>METHOD OF CHARGING INTEREST</b></p> <p>Interest charges are calculated and charged at the end of each month by multiplying the daily unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly.</p>				
<b>CREDIT FEES AND CHARGES</b>	<p>The following credit fees and charges (which are not included in the Amount Financed) are, or may become, payable under, or in connection with this Agreement. The Creditor may vary these fees and charges.</p> <p>Administration costs and fees payable on full prepayment are disclosed under the Full Prepayment heading. \$ _____ per month account maintenance fee.</p>						
<b>CONTINUING DISCLOSURE</b>	<p>The Creditor is required to provide you with regular statements. These statements will give you information about your account. Statements will be provided every 6 months.</p>						
<b>DISPUTE RESOLUTION</b>	<p>DFL is a member of the Financial Services Complaints Limited dispute resolution scheme. The Vendor is a member of the following dispute resolution scheme:</p> <p>It is free to make a complaint to these independent dispute resolutions schemes. These schemes can help you to resolve any disagreement you have with the Vendor or DFL.</p> <p>Contact details of Financial Services Complaints Limited are:</p> <ul style="list-style-type: none"> <li>• Phone: 0800 347 257</li> <li>• Website: <a href="http://www.fscf.org.nz">http://www.fscf.org.nz</a></li> <li>• Business address: PO Box 5967, Wellington 6145</li> </ul> <p>Contact details of the Vendor's dispute resolution scheme are:</p> <ul style="list-style-type: none"> <li>• Phone: _____</li> <li>• Website: _____</li> <li>• Business address: _____</li> </ul>						
<b>REGISTRATION ON FINANCIAL SERVICES PROVIDERS REGISTER</b>	<p>DFL registration name: Dealer Finance Limited</p> <p>DFL registration number: FSP30882</p> <p>Vendor registration name: _____</p> <p>Vendor registration number: _____</p>						
<b>NOTICE OF ASSIGNMENT</b>	<p>Immediately on this Agreement being signed by the Vendor, the Vendor assigns and transfers to DFL all of the Vendor's rights under this Agreement (including under any guarantees and indemnities) and any amounts payable under this Agreement and all the Vendor's right and title in the Vehicle described above without the need for any further notice or agreement between the parties.</p> <p>This assignment does not affect the terms of this Agreement (other than the identity of the Creditor) and will not have any impact on you except that the Creditor will be DFL following the assignment.</p>						
<b>WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS</b>	<p><b>SECURITY INTEREST:</b></p> <p>The Creditor has a security interest in the Vehicle described above to secure performance of your obligations under this Agreement and the payment of all amounts owing by you from time to time under this Agreement ("the Second Monies"). You agree that you will not grant (to any other party) a security interest in the Vehicle without the Creditor's prior written consent. <b>If you fail to meet your commitments under this Agreement, then to the extent of the security interest, the Creditor may be entitled to repossess and sell this Vehicle.</b></p> <p>If this occurs and there are insufficient sale proceeds to meet all Secured Monies, you will remain liable to the Creditor for any shortfall.</p> <p><b>DEFAULT INTEREST CHARGES AND DEFAULT FEES:</b></p> <p>In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the Agreement or on the enforcement of the Agreement, the default fees specified below are payable. The Creditor may vary these fees and charges.</p> <p>Default interest is payable in accordance with clause 8 of the General Terms and Conditions at the greater of the rate equal to 1 + 5% per annum and 24% per annum where "1" = the Annual Interest Rate shown on this Disclosure Statement</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Default fees: \$20.00 dishonour fee</td> <td style="width: 50%;">\$20.00 per insurance default letter</td> </tr> <tr> <td style="width: 50%;">\$20.00 per reminder letter and default notice</td> <td style="width: 50%;">\$50.00 administration fee on repossession</td> </tr> </table> <p><b>FULL PREPAYMENT:</b></p> <p>If you pay the unpaid balance in full before the final payment is due (<b>full payment</b>), you may be required to pay a fee or charge to compensate the Creditor for any loss resulting from the full prepayment. The Creditor may have suffered a loss if the Creditor's current interest rate is lower than the interest rate applying to this Agreement. You may also have to pay the Creditor's administrative costs relating to the full prepayment of \$50.00. The amount you may have to pay to compensate the Creditor for the loss (Early Termination Fee) is calculated using the formula prescribed in <b>regulation 9</b> of the Credit Contracts and Consumer Finance Regulations 2004.</p>			Default fees: \$20.00 dishonour fee	\$20.00 per insurance default letter	\$20.00 per reminder letter and default notice	\$50.00 administration fee on repossession
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\$20.00 per reminder letter and default notice	\$50.00 administration fee on repossession						
<b>RIGHT TO CANCEL</b>	<p><b>STATEMENT OF RIGHT TO CANCEL</b> You are entitled to cancel this Agreement by giving notice to the Creditor.</p> <p><b>Time limits for cancellation</b></p> <p>You must give notice that you intend to cancel this Agreement:</p> <ul style="list-style-type: none"> <li>• within 5 working days of the date of this Disclosure Statement if this Disclosure Statement is given to you in person; or</li> <li>• within 9 working days of the date of posting if this Disclosure Statement is posted to you. Saturdays, Sundays, and national public holidays are not counted as working days.</li> </ul> <p><b>How to cancel</b></p> <p>To cancel this Agreement you must give written notice that you intend to cancel this Agreement by:</p> <ul style="list-style-type: none"> <li>• giving notice to the Creditor or an employee or agent of the Creditor; or</li> <li>• posting the notice to the Creditor or an agent of the Creditor.</li> </ul> <p>You must also pay the cash price of the Vehicle (or the balance of the cash price after deducting any amount you have already paid) within 15 working days of the day you give the cancellation notice.</p> <p><b>What you may have to pay if you cancel</b></p> <p>If you cancel this Agreement, the Creditor can charge you the amount of reasonable expenses the Creditor had to pay in connection with the Agreement and its cancellation (including legal fees and fees for credit reports, etc).</p> <p>If you cancel this Agreement, the Creditor can also charge you interest for the period from the day you received the advance until the day you repay the advance.</p>						

<b>WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP</b>	<p>If you are unable reasonably, to keep up with your payments or meet your other obligations under this Agreement because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to the Creditor for a hardship variation. To apply for a hardship variation, you need to:</p> <ul style="list-style-type: none"> <li>a) make an application in writing; and</li> <li>b) explain your reason(s) for the application; and</li> <li>c) request one of the following: <ul style="list-style-type: none"> <li>• an extension of the term of this Agreement (which will reduce the amount of each payment due under this Agreement); or</li> <li>• a postponement of the dates on which payments are due under this Agreement (specify the period for which you want this to apply); or</li> <li>• both of the above; and</li> </ul> </li> <li>d) give the application to the Creditor.</li> </ul> <p>Do this as soon as possible. If you leave it for too long, the Creditor may not have to consider your application.</p>
<b>ACKNOWLEDGEMENTS</b>	<ul style="list-style-type: none"> <li>(a) I/We have read, understood and received a copy of this Agreement (including the disclosure overleaf and the General Terms and Conditions) and acknowledge that it constitutes disclosure as required by the Act.</li> <li>(b) I/We confirm that the Amount Financed is to be used wholly/predominantly for: <ul style="list-style-type: none"> <li>(i) personal, domestic and/or household purposes only and not for investment purposes; or</li> <li>(ii) business use and accordingly we agree that nothing in the Consumer Guarantees Act 1993 or section 9, 12A, 13 or 14(1) of the Fair Trading Act 1986 shall apply.</li> </ul> </li> <li>(c) I/We have inspected the Vehicle and signed this Agreement relying solely on my/our inspection and judgment as to the quality of the Vehicle and its fitness for purpose.</li> <li>(d) I/We authorise the Creditor to disclose and to seek from any party such relevant information as the Creditor may require in connection with this Agreement.</li> <li>(e) I/We am/are registered for GST purposes Y / N                      GST No.: _____</li> </ul> <p>Dated this _____ day of _____ 20_____</p> <p>Signed by the abovenamed Purchaser(s)                      _____</p> <p>Signed by the abovenamed Guarantor(s)                      _____</p> <p>In the presence of, Witness                      _____</p> <p style="text-align: center;">SIGNATURE    WITNESS OCCUPATION    WITNESS ADDRESS</p>
<b>SIGNED BY VENDOR</b>	<p>Signed by the Vendor:                      _____</p> <p style="text-align: center;">SIGNATURE    DATE: _____</p>