## DEALER FINANCE LIMITED ("CREDITOR") BUSINESS LOAN AND SECURITY AGREEMENT

Contract No. ~AccountNumber~

If you do not understand anything in this Agreement, you should seek independent advice. You should keep this Agreement in a safe place.

	DATED ~StartDate~ BETWEEN						
THE CREDITOR	NAME Dealer Finance Limited				ADDRESS PO Box 80183, Christchurch 8440		
AND THE BORROWER	ENTITY NAME	~Client.allNar ~Client.Tradir	mes.FormatNormal~ ngAs~	~Clien NZBNI d~	:.~Client.NZBN~ -		
	~CLIENT.REGISTEREDAD DRESSHD~	~Client.Addre	essRegistered.CommaFormatted				
	PHYSICAL ADDRESS	~Client.Addre	essPhysical.CommaFormatted~				
	Phone		t.PhoneHome~		ss ~Client.PhoneBusiness~ Mobile ~Client.P	honeMobile~	
	EMAIL	Home ~Clien	t.EmailHome~	Busine	ss ~Client.EmailBusiness~		
AND THE	TITLE	FIRST NAME	:S		SURNAME	DATE OF BIRTH	
GUARANTOR(S)	~allGuarantors.primary.Tit	le~allGuaranto	ors.Primary.FirstNames~		~allGuarantors.Primary.Surname~	~allGuarantors.Pr	
	ADDRESS	~allGuaranto	ors.AddressPhysical.CommaFor	matted~		yDOB~	
CREDITOR'S	You may send notices to the Creditor by writing or sending an email to the Creditor at the Creditor's postal or email address below:						
CONTACT	Name of Creditor: Dealer Finance Limited						
DETAILS	Postal Address: PO Box 80183, Christchurch 8440						
	Email address:	admin@dfl.c	co.nz				
COLLATERAL	Description	~allSecurities	s.Description~				
	~allSecurities.HeadClassTy	p ~allSecurities	s.ClassType.Description~				
	e~ ~allSecurities.HeadYear~ ~allSecurities.HeadYear~ ~allSecurities.HeadYear~ ~allSecurities.HeadYear~						
	~allSecurities.HeadMake~ ~allSecurities.Make~						
	~allSecurities.HeadChassis~ ~allSecurities.Chassis~ ~allSecurities.HeadModel~ ~allSecurities.HeadModel~ ~allSecurities.HeadVIN~ ~allSecurities.HeadVIN~						
	~allSecurities.HeadCC~						
	allSecurities.HeadInsCo~ ~allSecurities.InsuranceCompany.Name~ ~allSecurities.HeadInsCo~ ~allSecurities.PolicyNumber~						
	~allSecurities.HeadinsPolicy	/ ~allSecurities	s.PolicyNumber~				
CREDIT DETAILS	Initial Unpaid Balance (Am	ount Financed	) \$~AmountFin	anced~	PAYMENTS You are required to make each payment of	the amount specified and by the	
AND PAYMENT	This is the amount you owe as at the date of this statement (including any fees charged by the Creditor) time specifie				time specified. TIMING OF PAYMENTS		
SCHEDULE	Cash Price or Loan Amount Cash Price Extras  \$ ~CashPriceExtras~						
	Registration GAP Insurance		\$ ~FinMVRegist \$ ~FinInsu	ration~	First Payment ~FirstPaymentDate~	\$ ~FirstPaymentAmount~	
	PPSR Fee		\$~Fin	PPSR~	Last Payment ~LastPaymentDate~ Number of Payments ~NoOfPayments~	\$ ~LastPaymentAmount~	
	DFL Establishment Fee Loan Repayment Insurance		\$ ~DFLEstablishme \$ ~FinProt	ection~	Amount of Each Payment	\$ ~FirstPaymentAmount~	
	Mechanical Breakdown In Dealer Charges	surance	\$ ~Mechinsu \$ ~DealerCh		TOTAL AMOUNT OF PAYMENTS (Balance Payable)	\$ ~BalancePayable~	
	Less Cash (deposit, payment re	ceived etc)	\$ ~FinD	eposit~	Place of Payment: All payments shall be made to DFL at the a as advised by the Creditor to the Purchaser.	ddress set out in DFL's contact details or	
INTEREST	ANNUAL INTEREST RATE -RateInterest-% p.a. fixed fo of the Agreement being -NoOfF months		TOTAL INTEREST CHARGES This is the total amount of the interest of payable under the Agreement \$ ~FinFinanceCharge~	charges	METHOD OF CHARGING INTEREST Interest charges are calculated and charged at the end of each r balance at the end of the day by a daily interest rate. The daily in annual interest rate by 365. Interest is charged to your ac	nterest rate is calculated by dividing the	
CREDIT FEES AND CHARGES	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. Administration costs and fees payable on full prepayment are disclosed under the Full Prepayment heading. \$-FinMonthlyDocFee~ per month account maintenance fee.						
	The Creditor may vary all the fees and charges payable under this Agreement and the time the fees and charges are payable. The fees and charges that apply from time to time will be published on the Creditor's website at <a href="https://dfl.co.nz/businessfees/">https://dfl.co.nz/businessfees/</a>						
DISPUTE RESOLUTION	The Creditor is a member of the Financial Services Complaints Limited dispute resolution scheme.:						
	It is free to make a complaint to the independent dispute resolution scheme. The scheme can help you to resolve any disagreement you have with the Creditor.						
	Contact details of Financial Services Complaints Limited are:						
	• Phone: 0800 347 257		Website: http://www.fscl.org.nz		Business address: PO Box 5967, Wellington 6145		
REGISTRATION	Creditor's registration name:	Dealer Finance L	imited				
ON FINANCIAL	Creditor's registration number:	FSP30882					
	1						
SERVICES PROVIDERS							



WHAT COULD	SECURITY INTEREST:						
HAPPEN IF YOU FAIL TO MEET YOUR	The Creditor has a security interest in the Collateral 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 Secured Monies"). You agree that you will not grant (to any other party) a security interest in the Collateral without the Creditor's prior written consent. 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 the Collateral.						
COMMITMENTS	If this occurs and there are insufficient sale proceeds to meet all Secured Monies, you will remain liable to the Creditor for any shortfall.						
	DEFAULT INTEREST CHARGES AND DEFAULT FEES:						
	n 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 pecified below are payable. The Creditor may vary these fees and charges.						
	Default interest is payable in accordance with clause 9 of the General Terms and Conditions at the greater of the rate equal to I + 5% per annum and 24% per annum where "I" =						
	the Annual Interest Rate shown on this Disclosure Statement						
	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						
	FULL OR PART PREPAYMENT:						
	If you pay the unpaid balance in full before the final payment is due you must pay the Creditor the amounts calculated under the General Terms and Conditions.						
ACKNOW- LEDGEMENTS AND SIGNING	(a) IWe have read, understood and received a copy of this Agreement (including the General Terms and Conditions). I/we agree to be bound by this Agreement.  I/We confirm that the Amount Financed is to be used wholly/predominantly for 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.  I/We have inspected the Collateral and signed this Agreement relying solely on my/our inspection and judgment as to the quality of the Collateral and its fitness for purpose.  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.  I/We am/are registered for GST purposes Y / N GST No.:  I/We am/are registered for GST purposes Y / N GST No.:  Agreement and understand the legal and financial implications of giving a guarantee under this Agreement.						
	Dated this day of 20						
	Cinnad by the aberrary and Paragraphs						
	Signed by the abovenamed Borrower(s)						
	Signed by the abovenamed Guarantor(s)						
	In the presence of, Witness						
	SIGNATURE WITNESS OCCUPATION WITNESS ADDRESS						
	Sample						