

13. Set-off

The Purchaser and any Guarantor authorise the Creditor to apply (without prior notice or demand) any credit balance of the Purchaser or any Guarantor on any account in any currency in or towards satisfaction of any indebtedness then due to the Creditor and unpaid under this Agreement or any other credit sale agreement or credit arrangement. The Creditor's rights under this clause are contractual rights affecting the terms upon which a credit balance is held and the creation of those rights does not constitute the creation of a security interest in that credit balance.

14. GST

(a) For the purposes of the Goods and Services Tax Act 1985 ("the GST Act"), the Purchaser confirms that where the Purchaser has answered "no" to the GST declaration contained in this Agreement, the Vehicle has been acquired for private or domestic use only and will not be used in the course or furtherance of any taxable activity. The Purchaser further confirms that any supply of the Vehicle (if the Vehicle is sold by the Purchaser) would not be a taxable supply and the Purchaser acknowledges that the Creditor may rely on this confirmation for the purposes of section 5(2) of the GST Act.

(b) The Purchaser must give written notice of its GST number to the Creditor immediately if, during the terms of this Agreement, the Purchaser becomes registered for GST purposes.

15. Costs

(a) The Purchaser will pay to the Creditor or Vendor on demand all reasonable costs, charges, fees (including legal fees as between solicitor and client) and disbursements incurred by the Creditor or Vendor in connection with this Agreement, including any variation or discharge of this Agreement or any security interest and in connection with enforcing or attempting to enforce any of its rights or powers under this Agreement.

(b) If the Creditor or Vendor considers it necessary or desirable to pay any amount or incur any expense in relation to the Vehicle to protect its rights under this Agreement, the Purchaser authorises and agrees that the Creditor or Vendor may take such action, pay such amounts and/or incur such expenses, and that any amount paid or expense incurred shall form part of the Secured Monies and shall be payable by the Purchaser on demand.

16. Contracting Out of PPSA Rights

The Purchaser:

(a) Acknowledges that where the Creditor has rights in addition to, or existing separately from, those in Part 9 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 109 of the PPSA;

(b) Agrees that (if Part 9 of the PPSA applies to the enforcement of the security interest under this Agreement) nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to this Agreement, or the security under this Agreement; and

(c) Waives the Purchaser's right to do any of the following:

(i) Receive a statement of account under section 116 of the PPSA;

(ii) Receive notice of the Creditor's proposal to retain any Collateral under section 120(2) of the PPSA or object to such proposal under section 121;

(iii) Not have collateral damaged when the Creditor removes an Accession under section 125 of the PPSA;

(iv) Receive notice of the removal of an Accession under section 129 of the PPSA;

(v) Apply to the Court for an order concerning the removal of an Accession under section 131 of the PPSA; and

(vi) Receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by this Agreement.

17. Notices

Notices under this Agreement shall be given in accordance with sections 185 to 189 of the PPSA or, as the case may require, the Act. Any notice not required to be given in writing may be given verbally to the Purchaser or to any other person present where the Vehicle is held.

18. Assignment

Subject to compliance with the Act, the Creditor may assign the rights under this Agreement to any other party without restriction. If the Creditor so assigns this Agreement then the Purchaser is directed to pay all monies due under this Agreement to the assignee or as the assignee directs. The Purchaser agrees that the Creditor may disclose any information or documents it considers desirable (including any "personal information" as that term is defined in the Privacy Act 1993) and any credit-rating information to a potential assignee.

The Purchaser's rights under this Agreement are personal to the Purchaser and may not be assigned.

19. Further Assurance

The Purchaser agrees that it will, at the request of the Creditor and at the Purchaser's cost, execute any additional or replacement security agreements or amendments to security agreements, or do any other thing, as the Creditor may reasonably require to protect or perfect the security interest in the Vehicle created (or intended to be created)

by or under this Agreement (with the same priority as required by or under this Agreement), or to assist in the enforcement of the security interest or protect any other rights the Creditor has under this Agreement.

20. Variation

The Creditor may vary the amount of any administration or credit fees and charges and/or default fees and charges payable under this Agreement at any time on providing written notice of such variation to the Purchaser (such written notice will be in accordance with the Act if applicable).

21. Appointment as Attorney

The Purchaser hereby irrevocably appoints the Creditor and any director, agent or employee of the Creditor jointly and each of them severally as attorney of the Purchaser to do all things as the Creditor may consider to be necessary or desirable in order to fully protect its legitimate interests under this Agreement (to the maximum extent permitted by law) including, without limitation, to make, settle, query, compromise or finalise an insurance claim in relation to the Vehicle. The Purchaser ratifies and confirms (and agrees to ratify and confirm) any actions which may be taken by such attorney.

To the maximum extent permitted by law, the Purchaser indemnifies the Creditor against any claims, demands, charges, monies or losses it may suffer by reason of or in consequence of exercising its rights pursuant to this clause 21 (other than due to the fraud or gross negligence of the Creditor or its director, agent or employee).

22. Guarantee and Indemnity

In consideration of the Creditor agreeing to enter into this Agreement at the request of the Guarantor, the Guarantor:

(a) Guarantees the due and punctual payment of all monies payable by the Purchaser under this Agreement and the due and proper performance of all obligations of the Purchaser contained or implied in this Agreement;

(b) Acknowledges that the liability under this guarantee shall not be affected by reason of any time or other indulgence granted to the Purchaser or by variation of this Agreement or by the Creditor and the Purchaser entering into a new agreement and may be enforced by the Creditor without the Creditor being required to first exhaust any remedy against the Purchaser or enforce any security the Creditor may hold;

(c) Acknowledges that this is a continuing guarantee, and shall not be released or terminated until actual payment and fulfillment by the Purchaser of his/her obligations under this Agreement;

(d) Acknowledges that the Guarantor has been advised to obtain independent advice in respect of its liability under this guarantee; and

(e) As a separate and independent agreement, the Guarantor shall hold the Creditor fully indemnified at all times against all loss or damage which the Creditor may suffer or incur as a result of entering into this Agreement as if the Guarantor was liable as the principal obligor.

23. Interpretation

In this Agreement:

(a) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing the masculine such include the feminine and neuter genders.

(b) Where the Purchaser or the Guarantor is more than one person then the obligations of the Purchaser or the Guarantor, as the case may be shall be joint and several and notice to one shall be deemed to be notice to all (subject to any applicable law).

(c) A reference to an Act of Parliament or Regulations means a reference to that Act or those Regulations, or any reenactment thereof, together with any amendments thereof.

(d) A reference to this Agreement includes any variation or modification thereof.

24. Definitions

In this Agreement:

"Accession" has the meaning ascribed to that term by the PPSA.

"Act" means the Credit Contracts and Consumer Finance Act 2003.

"Collateral" has the meaning ascribed to that term by the PPSA.

"Creditor" means the Creditor or, immediately following the assignment notified in the Disclosure Statement, DFL.

"DFL" means Dealer Finance Limited and its assigns and transferee..

"Payment Schedule" means the schedule of payments set out below the heading "Payments" in the Disclosure Statement.

"PPSA" means the Personal Property Securities Act 1999.

"Secured Monies" means the monies from time to time owing under this Agreement and all other monies, costs charges, interest, expenses and fees, both accrued and contingent, now or at any time owing to the Creditor by the Purchaser on any account whatsoever.

"security interest" has the meaning given to it under the PPSA.

"Vendor" means the vendor named on the front page of this Agreement.

"Vehicle" means the vehicle described in this Agreement and all Accessions in or on that vehicle.

"Working Day" has the meaning given to that term in the Act.