

SMARTBUY FINAL PAYMENT OPTIONS



To: The Buyer (named in the Schedule below)

Dated: _____

Copy To: Any Guarantor (named in the Schedule Below)

SCHEDULE
Parties to and details of Finance Agreement

Seller (Full Name) _____

Buyer(s) (Full Name(s)) _____

Date Of Finance Agreement: _____

Finance Agreement No. _____

Vehicle

RRP (incl GST)	Make	Colour	Type Of Body	V.I.N./Chassis No
Year	Model	cc	Registration No.	Engine No.

FINAL PAYMENT

Amount: _____ Due Date: _____

Maximum Estimated Kilometres: _____

We refer to the Finance Agreement described above. By completing and submitting this Smartbuy Agreement, you request that we make the SmartBuy Final Payment Options available to you on the terms and conditions set out in this SmartBuy Agreement, which is made up of this Schedule and the attached Terms. A legally binding agreement is effective only when your request is accepted by us, which will be notified to you. We are under no obligation to accept your request.

Capitalised terms used in this SmartBuy Agreement are explained in the Dictionary in the attached Terms.

SIGNED BY

Buyer(s)

Date: _____ Signature: _____

Date: _____ Signature: _____

ASSIGNMENT ACCEPTANCE (IF APPLICABLE)

Subject to acceptance by **Holden Financial Services**, a division of Heartland Bank Limited, the Seller assigns absolutely all of its right title and interest in this SmartBuy Agreement to Holden Financial Services on the terms of the most recent Master Assignment Agreement entered into between the Seller and Holden Financial Services.

Seller's Signature _____

SIGNED for and on behalf of **Holden Financial Services**, a division of Heartland Bank Limited, by its duly authorised signatory

Signature _____

SMARTBUY TERMS

Capitalised terms used in these Terms are explained in the Dictionary in section 3 below.

1. YOUR SMARTBUY FINAL PAYMENT OPTIONS

The Final Payment falls due and must be paid in full on the Due Date under the Finance Agreement.

Under this SmartBuy Agreement, you can choose to make the Final Payment in one of the following three ways, subject to the full terms and conditions of this SmartBuy Agreement:

1.1 Option 1 – Keep Owning Option

- (a) You can choose to keep owning the Vehicle by either paying us, or *re-financing*, the Final Payment amount.
- (b) If you want to re-finance the Final Payment amount (that is, borrow more money to pay for this amount), you must tell us in writing at least 30 days before the Due Date and enter into a variation of the Finance Agreement, but you will only be able to choose this option if you meet our normal credit criteria at that time in which case:
- we will advise the terms and conditions that apply to the varied Finance Agreement; and
 - the interest rate that will apply to the varied Finance Agreement will not be more than the higher of the interest rate that applies under the Finance Agreement at the time you choose this option, or our then-current interest rate for similar borrowers.

1.2 Option 2 – Trade-In Option

- (a) You can choose to trade in the Vehicle, in which case you can use the amount equal to the difference between the Vehicle's trade value and the amount of the Final Payment as a deposit on the purchase price for a new or different vehicle (but, if the Vehicle's trade value is less than the amount of the Final Payment you have to pay us the difference on the Due Date).

1.3 Option 3 – Sell Back Option

- (a) You can choose to sell us back the Vehicle on the Due Date if you meet the Sell Back Conditions set out below. In that case, you must pay us the Sell Back Top Up which is the amount of the difference between the Final Payment amount and the Sale Price on the Due Date.
- (b) **How we determine the Sale Price**
For the purpose of calculating the Sell Back Top Up, the Sale Price is the Final Payment amount, less the following (all inclusive of GST):
- a \$350.00 disposal fee;
 - any Excess Wear and Tear Deduction (as determined below); and
 - any Excess Mileage Deduction (as determined below).

(c) Sell Back Conditions

You must meet the following Sell Back Conditions on the Due Date to be able to choose this Sell Back Option:

- You have told us in writing that you have chosen this Sell Back Option.
- You have paid all amounts owing under the Finance Agreement, other than the Final Payment amount.
- You have kept the Vehicle registered and warranted.
- You have had the Vehicle serviced as per the manufacturer's manual and have had all applicable recall campaigns done via an authorised Holden service facility.
- You have not altered or changed the Vehicle without our prior written agreement.
- You have paid or will pay the Sell Back Top Up on the Due Date.
- If you are registered for GST, you have given us a GST invoice at the time you pay the Sell Back Top Up to reflect the sale of the Vehicle to us at the Sale Price.

You cannot choose this Sell Back Option if any of these conditions have not been met on the Due Date.

If you have met the Sell Back Conditions on the Due Date, then the Final Payment will have been made and you will have sold us the Vehicle on that date.

(a) Excess Wear and Tear Deduction

When we calculate the Sale Price, we will do an initial inspection of the Vehicle's condition to estimate the total cost of repairing and restoring the Vehicle to saleable condition (although we will not take into account any normal wear and tear for this purpose).

The estimated costs will include the cost of preparing or replacing:

- glass that is damaged or that you have tinted;
- damaged body, fenders, metal work, lights, trim or paint;
- missing equipment that was in the Vehicle when delivered and has not been replaced with equipment of equal quality and design;
- missing wheel covers, jack or wheel wrench;
- missing or unsafe wheels or tyres (including spare);
- any tyre with less than 5mm of tread remaining at the shallowest point;
- torn, damaged or stained dash, floor covers, seats, headlines, upholstery, interior work or bootliners;
- any mechanical damage or other condition that causes the Vehicle to operate in a noisy, rough, improper, unsafe or unlawful manner; and
- any other damage,

but this is not a complete list. The total amount of these estimated costs will be the Excess Wear and Tear Deduction (subject to the two exceptions below), and we will notify you of this amount after we have completed our initial inspection.

Exceptions:

If you disagree with our calculation, you can pay for a professional inspection of the Vehicle's condition by a Holden dealer or an independent third party that we approve and, if you do so, the amount confirmed by that professional inspector will be the Excess Wear and Tear Deduction.

If, in our opinion, the Vehicle's condition has materially deteriorated since our initial inspection or the professional inspection (see above), we can either undertake another inspection of the Vehicle's condition, or require you to organise another professional inspection to update the Excess Wear and Tear Deduction on the Due Date, and we will adjust the Sale Price to reflect the revised Excess Wear and Tear Deduction.

(b) Excess Mileage Deduction

You have estimated in the Schedule the maximum estimated kilometres that the Vehicle will be driven before the Due Date. Subject to the exception below, the Excess Mileage Deduction used to calculate the Sale Price will be the product of the relevant amount per kilometre specified in the following table and the number of kilometres the Vehicle has been driven in excess of the maximum estimated kilometres as the date of our initial inspection of the Vehicle's condition.

Where the number of kilometres driven in excess of the maximum estimated kilometers	Amount per kilometre (for each kilometre in excess of the maximum estimated kilometres)
does not exceed 15,000 kilometres	12 cents
exceeds 15,000 kilometres but does not exceed 25,000 kilometres	14 cents
exceeds 25,000 kilometres	18 cents

Exception:

If, in our opinion, there has been a material change in the number of kilometres that the Vehicle has driven at the Due Date since the date of our initial inspection compared to the estimate you provided in the Schedule, we can update the Excess Mileage Deduction at the Due Date and we will adjust the Sale Price to reflect the revised Excess Mileage Deduction.

2. ASSIGNMENT

- (a) If applicable, the Seller intends to assign all its right, title and interest in and to the Finance Agreement, any related guarantee and the Vehicle to Holden Financial Services (HFS), and to request that HFS assumes its rights and obligations under this SmartBuy Agreement in accordance with the terms of any master assignment agreement between them.
- (b) Accordingly, the SmartBuy Final Payment Options are made available to you on the conditions that:
- the Seller is released from, and HFS assumes, the Seller's rights and obligations to you under this SmartBuy Agreement on the date, if any, that HFS signs the Assignment Acceptance form on the front page (the Assignment Time) – in which case HFS will send a copy to you and any Guarantor; and
 - HFS is released from, and the Seller assumes, automatically and without need for further action or notice, HFS' rights and obligations under this SmartBuy Agreement on the date, if any, that HFS notifies the Seller that has reassigned the Finance Agreement, any guarantee, the Vehicle and this SmartBuy Agreement to the Seller (the Reassignment Time). In that case, your consent and the consent of any Guarantor is not required at the Reassignment Time because you have given it on the date of this SmartBuy Agreement.
- (c) You can only assign the benefit of this SmartBuy Agreement at the same time as you assign your rights under the Finance Agreement (and only with our consent).

3. DICTIONARY

3.1 Meaning of Words

In this SmartBuy Agreement, unless the context otherwise requires:

assign includes sell

Assignment Time is defined in section 2 above

Buyer means the person(s) described as the "Buyer(s)" in the Schedule, and if there is more than one, each of them equally, and includes any person that legally takes over a Buyer's rights and/or responsibilities. If there is more than one Buyer, each Buyer has joint and several liability. That means we can sue all Borrowers together, or any Borrower by itself, for the full amount owed to us

Due Date means the due date specified in the Schedule for the Final Payment, but if that

date is not a business day, it will be the next business day

Excess Mileage Deduction is determined in accordance with section 1.3(e) above

Excess Wear and Tear Deduction is determined in accordance with section 1.3(d) above

Final Payment means the amount (or if there is more than one amount, the total of all amounts) specified in the Schedule as the final payment or the final instalment, and any other amounts payable by you under the Finance Agreement in respect of that amount

Finance Agreement means any finance agreement listed in the Schedule that you enter into with us (that is, HFS, Heartland Bank Limited or the Seller) at the same time as this SmartBuy Agreement

GST means any applicable goods and services tax

Guarantor means the person(s) described as the "Guarantor(s)" in the Schedule (if any), and if there is more than one, each of them equally, and includes any person that legally takes over a Guarantor's rights and/or responsibilities. If there is more than one Guarantor, each Guarantor has joint and several liability. That means we can sue all Guarantors together, or any Guarantor by itself, for the full amount owed to us

HFS means Holden Financial Services, a division of Heartland Bank Limited, and any person who legally takes over its rights and/or responsibilities under this SmartBuy Agreement (including all assignees and transferees)

Reassignment Time is defined in section 2 above

Sale Price is defined in section 1.3(b) above

Schedule means the schedule to this SmartBuy Agreement

Sell Back Conditions are listed in section 1.3(c)

Sell Back Top Up is described in section 1.3 and is the amount of the difference between the Final Payment amount and the Sale Price on the Due Date

Seller means each person described as the "Seller" in the Schedule, and any person who legally takes over its rights and/or responsibilities under this SmartBuy Agreement (including all assignees and transferees)

SmartBuy Agreement means the Schedule and these Terms

SmartBuy Final Payment Options means the Keep Owning Option, the Trade-In Option, the Sell Back Option, described in section 1.3 above

Terms means this SmartBuy Agreement which contains the SmartBuy terms and conditions

Vehicle means the vehicle described in the Schedule

we and **us** means:

- from the time this SmartBuy Agreement is signed until the Assignment Time (if applicable), the Seller identified in the Schedule;
- from the Assignment Time until the Reassignment Time (if any), HFS;
- from the Reassignment Time (if any) until the end of the term of the Finance Agreement;
- the Seller identified in the Schedule; and
- HFS at all times in relation to any SmartBuy Agreement entered into directly by HFS, and where the context requires, both the Seller identified in the Schedule, and HFS and Heartland Bank Limited, and (subject to the above) includes each of the Seller's and HFS's assignees and transferees

you means each Buyer and Guarantor.

3.2 Interpreting this Agreement

- (a) This SmartBuy Agreement must be interpreted using the following rules (unless it would not make sense to do so):
- Ignore all headings, bolded text and italicised text when interpreting this Agreement.
 - Where we refer to one thing (the singular), we include multiple things (the plural), and the other way around.
 - Where we define a term in this SmartBuy Agreement, other grammatical forms of that term have corresponding meanings.
 - Where we refer to an agreement or document (including any Finance Agreement), we include that agreement or document as amended, varied or replaced from time to time with our consent.
 - Where we refer to any statute, we include all future versions of it, including all changes to it, all re-enactments or replacements of it, and all regulations and orders in-council made in connection with it.
- (b) This SmartBuy Agreement is a Relevant Agreement for the purpose of any Finance Agreement.
- (c) Any term of the Finance Agreement relating to giving notices, privacy and costs apply equally to this SmartBuy Agreement.
- (d) This Agreement is governed by and must be interpreted under New Zealand law.