

Lender: Daimler Financial* AK/1073883 (Lender)
9 Pacific Rise, Mt Wellington, Auckland

Contract No: _____

Borrower:

Name: Felicity Foster Email: barbie@gmail.com

Address: 9 pacific rise, mount wellington, auckland, New Zealand, 1060

Guarantor:

Name: Barbara Bond Email: barbie@gmail.com

Address: 9 pacific rise, mount wellington, auckland, New Zealand, 1060

Provisions contained in this Disclosure Statement and those contained in the Consumer Credit Contract - Terms, Conditions and Guarantee, issued 06/15 provided to you with this Disclosure Statement (**Terms and Conditions**) are together incorporated in and form a part of the contract between you and the Lender (**Contract**)

IMPORTANT – The Lender is required to provide you with this Disclosure Statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. This document sets out the key information about this Contract.

* Daimler Financial is a trading name of Mercedes-Benz Financial Services New Zealand Limited

FINANCIAL TABLE

Vehicle Information		Term of this Contract	
Make:	Mercedes-Benz	Term of this	36 months from the Commencement Date
Model:	A180	Commencement Date	
Year:	2014	The commencement date is 03/06/2015	
VIN/ Serial No:	DU232K000JJHUV	Security Interest	
Engine No:	DF9FDGDF34534	This is a secured loan. The Lender has a security interest over the Vehicle and other property that is proceeds arising from any sale, lease or other use of the Vehicle to secure performance of your obligations under this Contract and the payment of money payable under this Contract and each Related Agreement.	
New/Demo/Used:	Used	If you fail to meet your commitments under this Contract or any Related Agreement, the Lender may take possession of the Vehicle or any proceeds and sell them. Your obligation to pay all amounts you are required to pay the Lender under this Contract will continue. If the Lender sells the Vehicle or proceeds, it may deduct from the amount you owe an amount equal to the sale proceeds the Lender receives from that sale once it has deducted its related costs and expenses.	
Body Style:	HATCHBACK	If you sell, lease, transfer or in any way lose possession or control of the Vehicle or any proceeds, you will be in default under this Contract and the Lender may be entitled to collect the Vehicle and the proceeds from any other person or business who has possession of them.	
Reg No:	JAC115	Repayments	
Odometer:	455	You are required to make each payment of the amount specified below and by the time specified below.	
Interest		Repayment Amount	\$ 1,080.18
Annual Interest Rate 11.95 % per annum fixed for the whole term of this Contract. Interest is payable in arrears.		Number of Payments	36
Method of Charging Interest		Balloon	\$ 13,996.50
Interest charged under this Contract is calculated by multiplying the unpaid average daily balance outstanding at the due date of each month by the monthly interest rate. The monthly interest rate is calculated by dividing the annual interest rate by 12.		Total Amount	\$ 52,883.06
Total Interest	\$ 10,541.06	First Instalment due on	03/07/2015
This is the total amount of the interest charges payable under this Contract.		The remaining 35 instalments are due on the same day of each successive month or as per attached schedule. Residual Balloon due with last instalment.	
Charges and Costs		Repayments	
Cash Price of Vehicle	\$ 40,057.00	You are required to make each payment of the amount specified below and by the time specified below.	
Less: Cash Deposit Value (if any)	\$ 0.00	Repayment Amount	\$ 1,080.18
Net Trade-in Allowance (if any)	\$ 0.00	Number of Payments	36
SUB-TOTAL payable	\$ 40,057.00	Balloon	\$ 13,996.50
Add: Documentation Fee	\$ 370.00	Total Amount	\$ 52,883.06
PPSR Fee	\$ 20.00	First Instalment due on	03/07/2015
Extended Warranty Insurance	\$ 1,200.00	The remaining 35 instalments are due on the same day of each successive month or as per attached schedule. Residual Balloon due with last instalment.	
GAP Insurance	\$ 695.00		
Initial unpaid balance	\$ 42,342.00		
This is the amount you owe as the date of this statement.			

Initial (Barbara Bond): _____

Initial (Felicity Foster): _____

FINANCIAL TABLE - CONTINUED

Credit Fees and Charges

The following credit fee(s) and charge(s) (which are not included in the Initial Unpaid Balance) are, or may become, payable under, or in connection with, this Contract:

Type: Dishonour
 Amount: \$30
 When: A payment is dishonoured

Full Prepayment (Estimate of loss)

Method of Calculation:

If you pay the unpaid balance (including accrued Interest and other Credit Fees and Charges) in full before the final payment is due (full prepayment) you will be charged a fee to compensate the Lender for any loss resulting from the full prepayment. The estimate of loss will be calculated using the formula prescribed in regulation 9 of the Credit Contracts and Consumer Finance Regulations 2004.

You may also have to pay the Lender's administrative costs relating to the full prepayment, in accordance with clause 9.1(c) of Terms and Conditions.

Default Interest

If you default in payment under this Contract, and while the default continues, the Lender may charge you default interest on the amount in default. Default interest is calculated as the aggregate of the Annual Interest Rate plus 10% and will be charged at the end of each day on the amount in default (which includes accrued Interest and other Credit Fees and Charges). Default interest is payable to the Lender on demand.

Continuing Disclosure and Electronic Communication

The Lender will send you statements with information about this Contract every 6 months either, at the Lender's option, by post, facsimile, email or through the Lender's website.

If the Lender decides to send statements, notices, documents and communications to you or a Guarantor electronically, you and each Guarantor consent to the Lender sending such information in that manner, including by email to the addresses specified in this Disclosure Statement, or such other email addresses provide to the Lender, or through the Lender's website.

What to do if you suffer unforeseen hardship

If you are unable to keep up your payments under this Contract because of an unexpected event that causes you hardship, such as illness, injury, loss of employment or the end of a relationship, you can apply to the Lender for a hardship variation.

To apply for a hardship variation you need to make a request to the Lender in writing which explains your situation and requests one of the following variations:

- extending the term of this Contract and reducing the amount of each payment due under this Contract accordingly (without a consequential change being made to the annual interest rate);
- giving you longer to pay by postponing, during a specified period, the dates on which payments are due under this Contract (without a consequential change being made to the annual interest rate); or
- both of the above - postponing payments for a specified time and reducing the amount of your payments by extending the term.

You should do this as soon as possible, because if you leave it for too long, the Lender does not have to consider your application.

Dispute Resolution

It is free to make a complaint to the independent dispute resolution scheme detailed below. This scheme can help you resolve any disagreements you have with the Lender.

Name of scheme: Financial Services Complaints Limited

Phone: 0800 347 257

Website: <http://www.fscl.org.nz>

Business address: Level 4, Sybase House, 101 Lambton Quay, Wellington 6011

Registration on Financial Service Provider Register

Creditor registration name: Mercedes-Benz Financial Services New Zealand Limited

Registration Number: FSP23301

Binding Agreement

This Contract will not bind the Lender until it has advanced the money to be loaned to you, at which time the Contract is deemed to be formed.

DEALER CERTIFICATE

To: Mercedes-Benz Financial Services New Zealand Limited (**Lender**)

I, _____ on behalf of Head Office, PC, certify that before the Borrower(s) and Guarantor(s) signed this Contract:

- I have brought the above IMPORTANT NOTICE to the attention of each Borrower and each Guarantor, including the Lender's recommendation to seek independent legal advice;
- I have given each Borrower and Guarantor a copy of this Contract and have brought the key features set out in this Contract to their attention, including the guarantee and indemnity contained in it (**Guarantee**);
- Each Borrower and Guarantor have confirmed to me that:
 - before signing this Contract he/she has read and understands the IMPORTANT NOTICE below;
 - he/she fully understands the extent of his/her obligations and liability under this Contract (including the Guarantee) and the implications of entering it, and, he/she wishes to enter into this Contract and, in the case of each Guarantor, the Guarantee; and
- That I am not aware of any information or circumstance that would suggest or indicate to me that:
 - a Borrower or a Guarantor was vulnerable or coerced into signing this Contract by another party or any other person, or did not freely and voluntarily sign this Contract;
 - a Borrower or a Guarantor did not understand the extent of his/her obligations and liability under this Contract and the implications of entering it; and
 - this Contract would not meet the Borrower's requirements or objectives.

Signed _____ Dated this _____ day of _____ 20_____

Initial (Barbara Bond): _____

Initial (Felicity Foster): _____

BORROWER EXECUTION PAGE**IMPORTANT NOTICE - PLEASE READ**
(For the Borrower(s))

BEFORE YOU SIGN	THINGS YOU MUST KNOW
<ul style="list-style-type: none"> • READ THIS CONTRACT (including the Disclosure Statement and the Terms and Conditions) so that you know exactly what contract you are entering into and what you will have to do under this Contract. • You should also read the: "THINGS YOU MUST KNOW". • Consider SEEKING LEGAL ADVICE from a solicitor that does not act for the Lender or a Guarantor on the terms of this Contract, and the extent of your obligations and liabilities under it. • You should always consider obtaining INDEPENDENT FINANCIAL ADVICE. • Fill in or cross out any blank spaces. • DO NOT SIGN this Contract if there is anything you do not understand. 	<ul style="list-style-type: none"> • You are entitled to CANCEL this Contract by giving the Lender written notice within a short time of receiving this Contract. <p>How to cancel</p> <ul style="list-style-type: none"> • If you want to cancel this Contract you must give the Lender written notice. You must also return to the Lender any advance and any other property received by you under this Contract. <p>Time limits for cancellation</p> <ul style="list-style-type: none"> • If this Contract is handed to you directly you must give notice that you intend to cancel within 5 Working Days after you receive the documents. • If this Contract is sent to you by electronic means (for example, e-mail) you must give notice that you intend to cancel within 7 Working Days after the electronic communication is sent. • If this Contract is mailed to you, you must give the Lender notice within 9 Working Days after the documents are posted. • Saturdays, Sundays, and national public holidays are not counted as Working Days. <p>What you may have to pay if you cancel</p> <ul style="list-style-type: none"> • If you cancel this Contract the Lender can charge you: <ul style="list-style-type: none"> (a) the amount of any reasonable expenses the Lender had to pay in connection with this Contract and its cancellation (including legal fees and fees for credit reports); and (b) interest for the period from the day you received the money to be loaned to you by the Lender under this Contract until the day you repay that amount.

BORROWER(S) SIGNATURE AND ACKNOWLEDGEMENT

By signing below you acknowledge receipt of this Disclosure Statement and the Consumer Credit Contract - Terms, Conditions and Guarantee, Version [062015] and confirm:

- you have read the "IMPORTANT NOTICE" for the Borrower in this Disclosure Statement;
- you agree that in consideration of the Lender agreeing to advance the money to you, you will comply with the terms of this Contract;
- you believe and are certifying that the information provided by you in connection with this Contract is correct;
- you acknowledge delivery of the Vehicle; and
- you confirm that the money being advanced to you is to be used to acquire goods that will be used for personal, domestic or household purposes, and not for business purposes.

Borrower:

Signed: _____

Name: Felicity Foster

Witness Signature: _____

Witness Name: Peter AdamsWitness Address: Mt Wellington, AucklandWitness Occupation: Business Manager

GUARANTOR EXECUTION PAGE

IMPORTANT NOTICE - PLEASE READ
(For the Guarantor(s))

BEFORE YOU SIGN

- READ THIS CONTRACT (including the Disclosure Statement, the Terms and Conditions and the guarantee and indemnity contained in it) so you know exactly what contract you are entering into and what you will have to do under it.
- You should also read the: "THINGS YOU MUST KNOW".
- You should seek independent LEGAL ADVICE from a solicitor that does not act for the Lender, the Borrower or another Guarantor on the terms of this Contract, and the extent of your obligations under it.
- You should always consider obtaining INDEPENDENT FINANCIAL ADVICE.
- You should MAKE YOUR OWN INQUIRIES about the credit worthiness, financial position and honesty of the Borrower.
- DO NOT SIGN this Contract if there is anything you do not understand.

THINGS YOU MUST KNOW

- By signing this Contract (including the guarantee and indemnity contained in it) each Guarantor becomes personally responsible instead of, or as well as, the Borrower to pay the amounts which the Borrower owes to the Lender under this Contract, and the Lender's reasonable expenses to enforce this Contract and the guarantee and indemnity. If the Guarantor comprises more than one person, each of those persons is also personally responsible to pay such amounts.
- If the Borrower does not pay the Lender, each Guarantor must pay the Lender. This could mean a Guarantor could lose everything they own, including their home. The Lender can require a Guarantor to pay the Lender before or instead of requiring another Guarantor or the Borrower to pay.
- A Guarantor may be able to withdraw from the Guarantee and Indemnity or limit their liability. Legal advice should be obtained about this before the Guarantor signs this Contract.
- The Lender may vary any term or condition in this Contract without the Guarantor's consent, including in a way that increases the Guarantor's liability under the guarantee and indemnity, provided the Lender discloses that variation to the Guarantor in accordance with Credit Contracts and Consumer Finance Act 2003.

GUARANTOR(S) SIGNATURE AND WAIVER OF INDEPENDENT ADVICE

In consideration of the Lender advancing money to the Borrower(s) at the Guarantor's request, the Guarantor(s) named below agrees to comply with the terms of this Contract and to give the Guarantee and Indemnity contained in it. The Guarantor acknowledges and confirms:

- they have read and understood the "IMPORTANT NOTICE" for Guarantors in this Disclosure Statement;
- they agree that in consideration of the Lender agreeing to advance the money to the Borrower, they will comply with the terms of this Contract;
- they believe and are certifying that the information they have provided in connection with this Contract is correct;
- they have read this Contract (including the key information contained in the Disclosure Statement) before signing it and have had sufficient time to consider whether to sign it;
- their entry into this Contract is at their own request, freely and voluntarily given with full knowledge and understanding of the terms and effect of this Contract and the extent of their obligations and liability under it;
- they have not been pressured or coerced into signing this Contract by the Borrower, the Lender, another Guarantor or any other person;
- they understand the financial risks involved in signing this Contract, and accept full responsibility for their choice;
- they acknowledge the Lender's advice that prior to signing this Contract they should fully inform themselves as to the Borrower's financial position, credit worthiness and honesty; and
- notwithstanding the Lender's advice to obtain independent legal advice from a solicitor that does not act for the Lender, the Borrower or another Guarantor on the terms and effect of the guarantee and indemnity contained in this Contract, and the extent of the Guarantor's obligations and liability under it, they have chosen not to be independently advised, and do not wish to obtain advice about their rights from a suitably qualified organisation. **(Delete if Guarantor has sought independent legal advice).**

Guarantor:

Signed: _____

Name: Barbara Bond

Witness Signature: _____

Witness Name: Peter Adams

Witness Address: Mt Wellington, Auckland

Witness Occupation: Business Manager