



JOHN DEERE FINANCIAL

John Deere Financial Limited
 A.C.N. 078 714 646 NZ GST Registration No: 70-781-018
 Australian Credit Licence Number 391484
 Incorporated in Queensland, Australia
 166-170 Magnesium Drive, Crestmead QLD 4132, Australia
 P.O. Box 1544, Browns Plains BC QLD 4118, Australia
 In Australia: Phone: 1800 857 057 Fax: +61 7 3802 3142
 In New Zealand: Phone: 0800 445 648 Fax: 0800 445 649
 Email: 23JDFinancial@JohnDeere.com

Secured Consumer Loan Contract (NZ)

DISCLOSURE STATEMENT FOR CONSUMER CREDIT CONTRACTS (other than revolving credit contracts)

Application Number:

| |
|----------------|
| Statement Date |
| |

IMPORTANT - We are 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 *your contract*. You should read it thoroughly. **If you do not understand anything in this document, you should seek independent advice.** You should keep this *disclosure statement* and a copy of *your contract* in a safe place.

This *disclosure statement* must be provided to you before the *contract* is made. The law gives you a limited right to cancel the *contract*. See the statement of right to cancel below and *your contract* for full details of your right to cancel. Note that strict time limits apply.

Words printed *like this* are explained in 10 of the Secured Consumer Loan Contract General Terms and Conditions

FULL NAME AND ADDRESS OF DEBTOR:

| | |
|------------------|----------------|
| Full Name | Address |
|------------------|----------------|

FULL NAME AND ADDRESS OF CREDITOR:

The creditor is the *person* providing you the credit.

You may send notices to us by:

- writing to us at our postal address; or
- sending a fax to the number specified (if any); or
- sending an email to the address specified (if any).

Creditor: John Deere Financial Limited

Trading Name: John Deere Financial

Physical address: 166-170 Magnesium Drive, Crestmead, QLD, 4132

Postal address: P.O. Box 1544, Browns Plains BC, QLD, 4118 Australia

Fax: 0800 445 649 **Email:** 23JDFinancial@JohnDeere.com

CREDIT DETAILS:

Initial unpaid balance

This is the amount you owe as at the date of the advance (*including* any fees charged by the creditor) and is the total amount to be advanced to you under this *contract*.

made up of:

| | |
|------|-------------------|
| | Establishment Fee |
| | Cost of Goods |
| Less | Deposit |

Your credit limit is

PAYMENTS:

You are required to make each payment of the amount specified and by the time specified

| Timing of payments | Number of payments | Amount of each payment | Total amount of payments |
|--|--------------------|------------------------|--------------------------|
| Frequency: First payment: Last payment: | | | |



INTEREST:

Annual interest rate(s)

% fixed for the whole term of the *contract*, being 36 months.

Interest free period

months. When interest will begin to accrue:

Method of charging interest

Interest charges are calculated by multiplying the *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.

Total interest charges

This is the total amount of the interest charges *payable* under the *contract*

CREDIT FEES AND CHARGES:

The following *credit fees and charges* are or may become, *payable* under, or in connection with the *contract*. *Your credit contract* may allow the creditor to vary this/these *credit fees and charges*.

\$395.00 Establishment Fee - *payable* on the date of this *contract*
\$10.00 per dishonour Dishonoured Repayment Fee - when a repayment is dishonoured

INTEREST FREE PERIODS:

We may notify *you* from time to time of a period during which interest charges will not accrue on *your* loan. Notice of any such *interest free period* will be provided to *you* by way of direct marketing or otherwise within 5 *business days* after the day from which the change takes effect.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS:

Security interest

This is secured credit. We have an interest in *the property* listed below. If *you* fail to meet *your* commitments under the *contract*, we may be able to repossess and sell *the property*.

Nature of the security interest: Unless the creditor agrees otherwise in writing, *our security interest* must be a first-ranking exclusive *security interest* in *the property*. We must be the only *person* with a *security interest* in *the property* and *you* cannot grant *security* over *the property* to anyone else without *our* consent.

Extent of security interest: The *security interest* secures performance of *your* obligations under this *contract*, or the payment of money *payable* under the *contract*, or both. If we exercise *our* rights under the *security interest* and the proceeds of sale of *the property* are insufficient to repay the *unpaid balance* of the loan and any other amounts *you* owe us, *you* will still be liable to pay to the creditor the remaining amounts.

What happens if you give someone else a security interest in the property? If *you* give a *security interest* over *the property* to anyone else without *our* prior written consent, *you* will be in breach of the *contract* and this will be a *default* under clause 7.1 of the Secured Consumer Loan Contract General Terms and Conditions that form part of the *contract*. If that happens, all amounts *you* owe us under the *contract* will be due immediately and we can enforce its rights under the *security interest* (which could include re-possessing and selling *the property*).

Details of Property

Dealer/Supplier:

New/Used Make or Manufacturer's Name Model
Registration No: Engine No: VIN /Chassis No/Serial No:

Accessory Details:

Place where goods are used or ordinarily kept:

Default interest charges and default fees

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 *contract* or on the enforcement of the *contract*, the *default* fees specified below are *payable*. *Your credit contract* may allow us to vary these fees and charges.

Default interest is % p.a. *Default* interest is *payable* when any amount has not been paid within seven days of the due date.

You must pay us, when we ask, *our* reasonable costs and expenses in enforcing, attempting to enforce or taking any action under the *contract* or a *security* given in connection with the *contract*.



RIGHT TO CANCEL:

Statement of right to cancel

The Credit Contracts and Consumer Finance Act 2003 gives *you* a right for a short time after the terms of this *contract* have been disclosed to *you* to cancel the *contract*.

How to cancel

If *you* want to cancel this *contract* *you* must give written notice to *us*. *You* must also return to the creditor any advance and any other property received by *you* under the *contract*.

Time limits for cancellation

If the disclosure documents are handed to *you* directly *you* must give notice that *you* intend to cancel within 5 *business days* after *you* receive the documents. If the disclosure documents are sent to *you* by electronic means (*for example*, email) *you* must give notice that *you* intend to cancel within 5 *business days* after the electronic communication is sent. If the documents are mailed to *you*, *you* must give the notice within 7 *business days* after they were posted. Saturdays, Sundays, and special or bank holidays in Brisbane, Queensland Australia, are not counted as *business days*.

What you may have to pay if you cancel

If *you* cancel the *contract* the creditor can charge *you*-

- (a) the amount of any reasonable expenses the creditor had to pay in connection with the *contract* and its cancellation (*including* legal fees and fees for credit reports, etc.); and
- (b) interest for the period from the day *you* received the advance until the day *you* repay the advance.

This statement only contains a summary of *your* rights and obligations in connection with the right to cancel. If there is anything about *your* rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that *you* do not understand, if there is a dispute about *your* rights, or if *you* think that *we* are being unreasonable in any way, *you* should seek legal advice immediately.

CONTINUING DISCLOSURE:

We may be required to provide *you* with regular statements. The statements will give *you* information about *your* account. Statements will be provided at least every six months.

WHAT TO DO IF YOU SUFFER UNFORSEEN HARDSHIP:

If *you* are unable reasonably to keep up *your* payments or other obligations 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:

- (a) make an application in writing; and
- (b) explain *your* reason(s) for the application; and
- (c) request one of the following:
 - (i) an extension of the term of the *contract* (which will reduce the amount of each payment due under the *contract*); or
 - (ii) a postponement of the dates on which payments are due under the *contract* (specify the period for which *you* want this to apply); or
 - (iii) both of the above; and
- (d) give the application to *us*.

Do this as soon as possible. If *you* leave it for too long, *we* may not have to consider *your* application

DISPUTE RESOLUTION:

Name of dispute resolution scheme: Financial Services Complaints Limited

You are free to make a complaint to this independent dispute resolution scheme. This scheme can help *you* to resolve any disagreement *you* have with *us*.

Contact details of the dispute resolution scheme:

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: John Deere Financial Limited

Registration number: FSP3121



Secured Consumer Loan Contract Specific Terms and Conditions

OFFER FROM BORROWER:

1. You offer to borrow from John Deere Financial Limited ("John Deere Financial") the *initial unpaid balance* on the terms and conditions set out in this *contract*. This offer may be accepted or rejected by *us* at *our* discretion.
2. To make the offer *you* must sign and date this document
 - (a) via *our* e-signature process through DocuSign, after which it will be automatically delivered to *us*; or
 - (b) by signing a hard copy, and return it to:
 - *your* John Deere Financial dealer; or
 - John Deere Financial Limited
P.O. Box 1544
Browns Plains BC, QLD 4118 Australia.

PRIVACY POLICY:

At John Deere Financial Limited ("JDF") *your* privacy is important to *us*. Any information about *you* ("Personal Information") that *you* provide to *us*, or authorise *us* to collect, will be collected, held, used and disclosed in accordance with our Privacy Policy. Our current Privacy Policy is available on our website <https://www.deere.co.nz/en/privacy-and-data/>, or on request from *us*. We can change our Privacy Policy from time to time to reflect changes in the law or to our business practices.

Key terms of *our* Privacy Statement as at the *Statement date* are summarised in this section.

Please read this section and our Privacy Policy carefully and let *us* know if *you* have any questions.

Reference to the "Deere Group" in this privacy consent means JDF, Deere & Co. (a company incorporated in the United States of America), any wholly owned subsidiary of Deere & Co. or any *person* acting on their behalf.

PERSONAL INFORMATION AND CREDIT INFORMATION

We may collect and hold personal information (including credit information)

You authorise *us* to collect:

- personal information about *you* from applications made by *you* and from any communications *we* have with *you*;
- credit information about *you* from credit reporters; and
- any other personal, financial or commercial information and references about *you* from credit providers, *your* advisors or any other *persons* (including government agencies and authorities), in each case as is necessary for the purposes of:
 - considering and assessing *your* application for credit;
 - the administration, review, management and collection of any credit provided to *you* by JDF; and
 - JDF's general business operations and requirements.

We may disclose your personal information (including credit information)

You agree and acknowledge that *we* may disclose *your* personal information to:

- any Deere Group member, the dealer named in *your* credit application, any debt collection agency or any other *person* (including a credit provider or any insurer of *us* for the purposes of creating a credit profile, forming a credit or risk assessment, confirming *your* personal information, keeping any such *persons* informed as to the status of *your* credit arrangements with *us*, administering, managing and protecting the credit *we* provide to *you*, *our* internal business requirements, debt collection or in relation to any *default* by *you* under any of *your* credit arrangements with *us*;
- any *persons* acting on *your* behalf (including *your* solicitor, or accountant) unless *you* tell *us* not to;
- any insurer, broker or underwriter, for the purposes of effecting insurance *you* have applied for;
- a third party in the case of a sale, transfer or assignment of the whole, or part of the assets, business or undertaking of *ours* or any Deere Group member;
- *our* service providers, so that *we* may provide *you* with the products and services *you* require from *us*; and
- any *person* if *we* are required to or permitted by law or if *you* request *us* to disclose any of *your* personal information to that *person*.

You agree and acknowledge that *we* may:

- disclose *your* credit information (including *default* information) to a credit reporter for the purpose of credit reporting and creating a credit score and *we* may authorise credit reporters to retain this information and use it to provide their credit reporting services; and
- exchange *your* personal information (including credit information) with other credit providers and with insurers.

We and Deere Group members may use your personal information (including credit information)

You agree and acknowledge that *we* may use and may disclose *your* personal information (including credit information) to any Deere Group member who may also use and disclose that information as is necessary:

- to process *your* application for credit;
- to administer, manage and protect the credit *we* provide to *you* (including registering a *financing statement* in respect of a *security interest* on the *PPSR*);
- to develop and improve any products or services of *ours* or any Deere Group member;
- to develop new products and services;
- to promote and market products and services (direct marketing) which may be supplied by any Deere Group member or any other supplier and which *we* or any Deere Group member consider may be of interest to *you*, including by electronic means (including email and SMS) (unless *you* tell *us* not to); and
- in relation to the management and operation of the business of *ours* or any Deere Group member.



Retention of your personal information (including credit information)

You agree and acknowledge that we and Deere Group will keep your personal information (including credit information) during the period we provide credit to you and indefinitely after repayment of all credit provided to you by us.

ACCESS

You are entitled at any time to request access to personal information held by us about you and to ask us to correct this information where you believe it is incorrect or out of date. To do so, please contact:

Privacy Officer
John Deere Financial Limited or
166-170 Magnesium Drive
CRESTMead QLD 4118
AUSTRALIA

Privacy Officer
John Deere Financial Limited or
P.O. Box 1544
Browns Plains BC QLD 4118
AUSTRALIA

Privacy Officer
Telephone: 0800 445 648
Fax: 0800 445 649
E-mail: 23JDFinancial@JohnDeere.com

No access fee will be charged but we may charge you our reasonable costs of providing you with any information you have requested.



ACKNOWLEDGEMENTS BY BORROWER:

1. I make the offer set out in this *contract* on the terms and conditions set out in this *contract* and agree to be bound by it.
2. I declare that all the information I have given John Deere Financial is accurate and not misleading and I am aware that John Deere Financial is relying on it.
3. I declare that I am not an *insolvent* or an undisclosed bankrupt(s), there are no judgements against me, and that I am unaware of anything that may adversely affect my ability to fulfil my obligations under the *contract*.
4. I acknowledge that before signing this offer I was given to keep, and read, a copy of:
 - this *contract*; and
 - each *security* given or to be given by me; and
 - the document titled "JOHN DEERE FINANCIAL LIMITED - CREDIT GUIDE: THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT"
5. I declare that if I sign this *contract* as trustee, I have already told John Deere Financial in writing.
6. I fully understand the nature and effect of this *contract* and the consequences of entering into it.
7. I acknowledge that each *security* I have given or will give which is referred to under "Securities" in the *disclosure statement* extends to this *contract* when John Deere Financial accepts it and that this *contract* will be a *contract* covered by each of those *securities*. I understand that *the property* will be at risk (as defined in section 109(2) of the *PPSA*) if I *default* under this *contract*.
8. I agree to notify John Deere Financial promptly in writing if I change my name or residential address or any of the information I have given John Deere Financial changes in a significant way.
9. Where Part 9 of the *PPSA* applies, to the extent permitted by law, as between John Deere Financial and the *borrower*, I agree that section 114(1)(a) (debtor's right to receive notice of the creditor's intention to sell *the property*) of the *PPSA* will not apply and I waive my rights under section 148 of the *PPSA* to receive a copy of a *verification statement* in respect of any *financing statement* or financing change statement registered by the creditor in respect of *the property*.
10. Where Part 9 of the *PPSA* applies, to the extent permitted by law, I acknowledge that, where John Deere Financial has rights in addition to, or existing separately from, those in Part 9, those rights will continue to apply and, in particular, will not be limited by section 109 of the *PPSA*.
11. I acknowledge having read and understood these acknowledgements, authorities and consent.

I have read and understood the "Important" information outlined below. Signature _____

IMPORTANT

BEFORE YOU SIGN

- READ THIS *CONTRACT* so that *you* know exactly what *contract* *you* are entering into and what *you* will have to do under the *contract*.
- Fill in or cross out any blank spaces.
- Get a copy of this *contract*.
- **Do not sign** this *contract* if there is anything *you* do not understand.

THINGS YOU MUST KNOW

- *You* can withdraw this offer at any time before John Deere Financial Limited ("John Deere Financial") accepts it. When John Deere Financial does accept it, *you* are bound by it subject to *your* right to cancel the *contract* as described in the section 'RIGHT TO CANCEL' in the *disclosure statement*.
- *You do not* have to take out consumer credit insurance unless *you* want to. If this *contract* document says so, *you* must take out insurance over *the property*.
- If *you* are to take out insurance, John Deere Financial cannot insist on any particular insurance company.
- If this *contract* says so, John Deere Financial can vary the *annual interest rate* (the interest rate), the repayments and the fees and charges and can add new fees and charges without *your* consent.
- Words printed *like this* are explained in 10 of the Secured Consumer Loan Contract General Terms and Conditions.



EXECUTION BY *BORROWER*:

Signed by the *borrower*

**I witnessed the *borrower* sign this
contract**

print full name

home address

occupation

..... Date / /
Signature of *borrower*

.....
(signature of independent witness)

ACCEPTANCE BY JOHN DEERE FINANCIAL LIMITED:

Signed on behalf of John Deere Financial Limited.

..... Date / /
Signature

.....
Name and title (please print)



Secured Consumer Loan Contract General Terms and Conditions

These Secured Consumer Loan Contract General Terms and Conditions do not contain all of the terms of *your loan contract*. Other pre-contractual information is contained in the attached *disclosure statement* and Secured Consumer Loan Contract Specific Terms and Conditions. Together they form this *contract*.

The meaning of words printed *like this* in the *contract* are explained in 10 (Meaning of words) below, as are the terms *we* and *you*.

1. What we lend and when

- 1.1 We agree to lend to *you* the *initial unpaid balance* when *you* request it (subject to this *contract*) by making the payments set out in the *disclosure statement*.
- 1.2 We only have to lend *you* the *initial unpaid balance* if:
 - (a) we receive in a form satisfactory to us each *security* and related document; and
 - (b) we receive in a form satisfactory to us any document or information we request; and
 - (c) *you* have paid all *credit fees and charges* which are due; and
 - (d) there is no material adverse change in the financial position of *you* or a *security provider*; and
 - (e) there is no *default* under this *contract* or a *security*; and
 - (f) we are satisfied that we are in compliance with *our* obligations as a responsible lender.
- 1.3 *You* must borrow the *initial unpaid balance* within 30 days of the *statement date*.
- 1.4 Unless we agree, *you* may only borrow at one time (in other words, *you* may not borrow progressively).

2. The annual interest rate

The *annual interest rate* at which *you* will be charged interest under this *contract* is as described in the section titled 'INTEREST - Annual interest rate(s)' in the *disclosure statement*.

3. Interest charges

How we calculate interest charges

- 3.1 We calculate interest charges daily by applying the *daily interest rate* to the *balance owing on your loan account* (excluding *default* interest in 3.3 (Interest charges, *Default*) and amounts debited under 5.2 (Fees, charges and expenses, What *you* must pay)) at the end of the day.
- 3.2 Subject to any *interest free period*, interest charges accrue daily from and including the *settlement date* and are debited as set out in 3.5 (Interest charges, When we debit interest charges). We do not charge interest during any *interest free period*.

Default

- 3.3 *You* must pay each amount owing under this *contract* (including, *credit fees and charges*) on the date it is due. Any amount not paid within seven days of the due date (assuming *you* are not already in *default*) will accrue *default* interest at the *default rate* from the due date. If *you* are already in *default* when a further amount becomes due, the seven day grace period will not apply. *You* must pay us *default* interest when we ask.
- 3.4 We calculate *default* interest charges by applying the *daily default rate* to the overdue amount at the end of each day it is unpaid. The *daily default rate* is the *default rate* divided by 365. *Default* interest charges are debited as set out in 3.5 (Interest charges, When we debit interest charges).

When we debit interest charges

- 3.5 Subject to any *interest free period*, we debit interest charges to *your loan account* on the same day of each month as the first due date of the repayment described in the *disclosure statement*, or such other day of the month as we agree from time to time and on the day *you* pay the *unpaid balance* in full. If that date is the 29th, 30th, or 31st of a month that does not have that date, we debit on the last day of that month.

Changes to interest charges

- 3.6 We may change the method of calculation of, and frequency with which we debit, interest charges. We will give *you* notice in writing of any such change 20 days before the change takes effect, unless a change reduces *your* obligations or extends the time for payment, in which case we may notify *you* within 5 *business days* after the day from which the change takes effect.

4. Repayments

What you must pay

- 4.1 *You* must pay the *initial unpaid balance* and all interest charges and any other *credit fees and charges* by the end of the *loan term*.
- 4.2 The repayments in the *disclosure statement* are current at the *statement date* and are calculated using the *annual interest rate*.
- 4.3 We will credit *you* with repayments on the day we receive them and process them as soon as practicable.
- 4.4 If a repayment date is not a *business day* the repayment is due on the next *business day*.
- 4.5 The dates for *your* repayments are as described in the *disclosure statement*.



4.6 The last repayment may be different as it equals the *unpaid balance* on the last day of the *loan term*, for example the *unpaid balance* could include *credit fees and charges* or *default* interest incurred during the *loan term*.

How you must make repayments

4.7 You must make repayments by direct debit or transfer to an account we nominate.

Changes to repayments

4.8 We may change the amount, number, frequency or time for payment of, or the method of calculation of, repayments. We will give you notice in writing of any such change 20 days before the change takes effect, unless a change reduces your obligations or extends the time for payment, in which case we may notify you within 5 *business days* after the day from which the change takes effect.

5. Fees, charges and expenses

What you must pay

5.1 You must pay us when we ask:

- (a) all *credit fees and charges payable* under this *contract*; and
- (b) all fees, taxes, charges, interest, penalties, fines and expenses in relation to this *contract* or a *security* or any transaction contemplated by such *contract* or *security payable* in New Zealand or Australia; and
- (c) our reasonable costs and expenses in enforcing, attempting to enforce or taking any action under this *contract* or a *security*; and
- (d) our reasonable costs and expenses in connection with registering a *financing statement* and to protect our position in relation to the *property*; and
- (e) our reasonable costs and expenses in complying with a demand by you to register a financing change statement under section 162 of the *PPSA*; and
- (f) an amount equal to *GST payable* by us in respect of a supply made in connection with this *contract* or any transactions arising out of this *contract* or a *security*, if we reasonably decide that we are liable to pay such *GST*; and
- (g) any increase in our costs in observing our obligations under this *contract*, as a direct or indirect result of a *GST*.

5.2 You authorise us to debit these amounts to your *loan account* on or after, the earlier of, the date we pay them or the date they become due.

5.3 Section 8(4) of the Goods and Services Tax Act 1985 will not apply to any supply made by us under this *contract* (with the consequences that supplies made by us will not be deemed to be made outside New Zealand).

Changes to fees and charges

5.4 We may change the amount of any fee or charge or change the method of calculation, frequency or time for payment, or impose a new fee or charge at any time. We will notify you of such a change or of the introduction of a new fee or charge in writing no later than 20 days before the change takes effect unless a change reduces your obligations or extends the time for payment, in which case we may notify you within 5 *business days* after the day from which the change takes effect.

6. Prepayments

You may pay the *unpaid balance* at any time. If you pay part of the *unpaid balance*, you must still pay us the remaining *unpaid balance* under this *contract*.

7. If you are in default

When are you in default?

7.1 You are in *default* if:

- (a) you do not pay all amounts due under this *contract* on time; or
- (b) you do not comply with any other provision of this *contract*; or
- (c) information given to us under or about this *contract* or a *security* is incorrect or misleading; or
- (d) we reasonably believe you or any *person* has acted fraudulently in connection with this *contract* or a *security*; or
- (e) you or a *security provider default* under a *security*, withdraw from it or it becomes unenforceable or you *default* under or breach any other agreement between you and us; or
- (f) you or a *security provider* become *insolvent* or a step is taken to make this happen; or
- (g) we reasonably believe that you or any *person* has, or intends to, remove or dispose of any of the *property* without our consent; or
- (h) we reasonably believe that urgent action is necessary to protect the *property* or the *property* is at risk (as defined in section 109(2) of the *PPSA*); or
- (i) you surrender goods secured by a *security* to us; or
- (j) a power of sale arises under a *security interest* over property secured by a *security*; or
- (k) you or a *security provider* provide a *security* as a trustee and:



- (i) a court application is made for trust property to be administered by the court or an account to be taken of the trust; or
- (ii) a receiver, or receiver and manager of the trust is appointed; or
- (iii) a judgment is enforced against trust property; or
- (iv) the trustee suspends payment of, or admits in writing an inability to pay trust debts or ceases or threatens to cease to carry on the trust business.

7.2 You must tell us immediately if you think you are in default.

What can happen then?

7.3 If you are in default, we may give you a notice stating this. If you fail to correct the default within any period given in the notice, then, without further notice to you, the unpaid balance is immediately due for payment (to the extent it is not already due for payment). We may then sue you for that amount, or enforce any security, or do both.

8. Security interest

Security Interest

8.1 To secure to us payment of the unpaid balance and in consideration of us agreeing to lend the initial unpaid balance, you give us a security interest in the property. Subject to the provisions of the PPSA, the property remains subject to the security interest, even if the unpaid balance is nil.

8.2 If you do not yet legally own the property, you must become the legal owner as soon as possible.

8.3 If you do not already legally own the property, the security interest contained in this contract is given for a loan to be spent wholly or in part in purchasing the property.

Your liability

8.4 You are liable for all the obligations under the security interest contained in this contract both separately on your own and jointly with any one or more other persons named in the disclosure statement as grantor.

Possession

8.5 You may keep possession of the property subject to our security interest.

Looking after the property

8.6 You must:

- (a) keep the property in good working order and condition; and
- (b) tell us if the property is stolen, lost, defective or seriously damaged.

Insurance

8.7 You must keep insurance over the property at all times:

- (a) if the property is a motor vehicle - comprehensive and third party insurance; or
- (b) otherwise - insurance against fire, theft, accident and any other risk we reasonably require concerning the property.

8.8 The insurance must be in:

- (a) a form and substance and with an insurer approved by us acting reasonably; and
- (b) your name and our name for your and our respective rights and interests.

8.9 You must give us any information we request about the property or its insurances.

8.10 You must not, without our consent:

- (a) do, or fail to do, anything which could result in the policy or a claim being refused or reduced; or
- (b) vary the insurances; or
- (c) enforce, conduct, settle or compromise a claim.

Insurance claims

8.11 You must do your best to ensure that proceeds from an insurance claim are:

- (a) used to replace or repair the property; or
- (b) paid to us.

Otherwise, you must use or hold insurance proceeds as we direct.

8.12 You must tell us if an insurance claim is refused, in part or in full.

8.13 If we notify you, we may take over your rights to make, pursue or settle an insurance claim.

Dealings - such as selling, renting or mortgaging



8.14 *You must get our consent before you:*

- (a) sell *the property*; or
- (b) create any other *security interest* over *the property* or allow one to arise; or
- (c) move *the property* from the place nominated in the *disclosure statement*; or
- (d) allow *the property* to become an *accession* to property that is not secured under this *contract*; or
- (e) fix *the property* to any land or building; or
- (f) alter any identifying mark of *the property*; or
- (g) deal with *the property* or any interest in it, or allow any interest in them to arise, continue, be varied or surrendered.

Administrative matters

Registration

8.15 *We may register our security on the PPSR.*

Further steps

8.16 *You must do anything we ask to:*

- (a) provide more effective *security* over *the property*; and
- (b) enable *us* to register *our security* with the agreed priority (and, if required, renew its registration); and
- (c) enable *us* to exercise *our rights* over *the property*.

8.17 *You must supply us with any information or documents we request about the property or the security.*

Things we may do at any time

8.18 Except to the extent prohibited by law, if in *our* opinion a *default* has occurred or is reasonably likely to occur, or *the property* is at risk of being seized, becoming subject to a *security interest* or otherwise being dealt with in contravention of this *contract*, *we* or *our* representative may, without seeking *your* consent or court authority:

- (a) inspect *the property* at any time; and
- (b) enter *your* premises to inspect.

Enforcing the security

8.19 In enforcing the *security*, in addition to anything else *we* may do at law, *we* may do any one or more of the following:

- (a) sue *you* for the *unpaid balance*; and
- (b) take possession of *the property*; and
- (c) do anything an owner of *the property* could do, including improving, selling or leasing it; and
- (d) enter any place *we* believe *the property* is held.

8.20 *We may enforce any security before exercising other rights or remedies including under another security.*

8.21 A law applying to the *security* may require *us* to give *you* notice or to wait for a period of time before exercising a specific power. If that period can be shortened by agreement, it is shortened to one day.

Disposal of the property is final

8.22 *You agree that if we sell or dispose of the property you will not challenge the acquirer's right to the property or our right to dispose of the property. You will not try to reclaim the property. The acquirer need not investigate our right to dispose of the property or whether we are exercising that right properly.*

Your obligations and our rights are unaffected

8.23 The *security* does not merge with (meaning that the *security* is in addition to) or adversely affect, and is not adversely affected by:

- (a) any other *security* or right or remedy to which *we* are entitled; or
- (b) a judgment or order which *we* obtain against *you* in respect of any of the *unpaid balance*.

We can exercise our rights under the security as well as under the judgment, order or another security.

Attachment not delayed

8.24 The *security interests* created by this *contract* attach in accordance with section 40(1) of the *PPSA* and each party confirms that they have not agreed that any *security interest* attaches at any later time.

PPSA provisions

8.25 *You acknowledge that you have received a copy of this contract and waive any right under section 148 of the PPSA to receive a copy of verification statement or financing change statement that is registered, issued or received at any time in relation to any security interest*



created under this *contract*.

- 8.26 Where Part 9 of the *PPSA* applies, to the extent permitted by law, *you* agree that section 114(1)(a) (debtor's right to receive notice of the creditor's intention to sell the property) of the *PPSA* will not apply.

9. General matters

Effective date of transaction

- 9.1 The date *we* assign to the giving of credit under this *contract* may be on or after the date *we* give the credit.

Adjustments

- 9.2 Subject to 9.3 below, *we* may adjust debits and credits to *your loan account* and make other consequential adjustments to accurately reflect *your* and *our* legal obligations (*for example*, because of an error or dishonour).

- 9.3 Where *you* have made a payment to *us* that *we* are not entitled to receive, *we* will, as soon as practicable, either refund the payment or credit the payment to *your loan account*.

How we may exercise our rights

- 9.4 *Our* rights and remedies may be exercised by one of *our* directors, any of *our* employees whose job title *includes* the word “manager” or any other *person we* authorise.

Assignment

- 9.5 *We* may assign or deal with *our* rights under this *contract* in any way *we* choose. *We* may also transfer our obligations under this *contract* to any *person we* reasonably believe is capable of performing *our* obligations under this *contract*.

- 9.6 *You* agree that *we* may transfer *our* rights or obligations in accordance with 9.5 above without requiring *your* consent.

- 9.7 *We* may disclose any information or documents to help *us* do this and *you* consent to *our* doing so.

- 9.8 *Your* rights may not be assigned without *our* consent.

Notices, communications and service of documents

- 9.9 Any notice, certificate, consent, approval or communication under this *contract* must be in writing.

- 9.10 Communications from *us* may be signed by any of *our* authorised employees. If *you* are a body corporate, *your* communications must be signed by a director.

- 9.11 Communications for *us* may be:

- (a) given personally to one of *our* employees or officers at *our* registered office or any place *we* advise; or
- (b) sent by pre-paid post to a place in (a) or to P.O. Box 1544, Browns Plains BC, QLD 4118 Australia; or
- (c) sent electronically to a place in (a); or
- (d) given by any other means permitted by law.

- 9.12 Communications to *you* may be:

- (a) given personally; or
- (b) (if *you* are an individual) left at the residential or business address last known to *us*; or
- (c) (if *you* are a body corporate) left at the registered office or business address last known to *us* with someone who appears to work there; or
- (d) sent by pre-paid post to any of those places or electronically to the electronic address last known to *us*; or
- (e) given by any other means permitted by law.

- 9.13 *You* also consent to *us* making continuing disclosure relating to this *contract* in any of the manners specified above (*including* for the avoidance of doubt electronically).

- 9.14 Communications given personally are taken to be received on the date they are received by the addressee.

- 9.15 Communications by post are taken to be received when they would be received in the ordinary course of post.

- 9.16 Communications by facsimile are taken to be received when a transmission report indicating that the facsimile was sent to the facsimile number of the addressee is produced by the transmitting machine.

- 9.17 Communications take effect from the time they are received unless they specify a later time.

- 9.18 *We* may serve a document in a court action on *you* by leaving it at the residential or business address last known to *us*. This does not prevent any other method of service.

Variations and waivers

- 9.19 *We* may agree to change this *contract* or defer or waive any of these terms without creating a new *contract*.

- 9.20 A term of this *contract*, or right created under it, may only be deferred, waived or varied at *your* request if the deferral, waiver



or variation is in writing and signed by *us*.

- 9.21 Subject to any statements to the contrary in this *contract*, we may change any provision of this *contract* (apart from the *initial unpaid balance* or the *annual interest rate*) in addition to those provisions specifically mentioned in the *disclosure statement*. We will notify you of any unilateral change we make by giving you notice of the change (including full details of the change) not later than 20 days before the change takes effect unless a change reduces your obligations or extends the time for payment, in which case we may notify you within 5 *business days* after the day from which the change takes effect.

Reinstatement of our rights

- 9.22 If a transaction or payment under this *contract* is void, voidable, unenforceable or refundable:
- (a) our rights will be the same as if the payment or transaction had not occurred or been made; and
 - (b) you must do anything we ask to restore us to our former rights and *security*.

Prompt performance

- 9.23 You must perform all your obligations under this *contract* on time. If no time is stated they must be performed promptly.

Set-off

- 9.24 Subject to any right of set-off we cannot exclude by agreement, you must pay all amounts under this *contract* in full without setting off amounts you believe we owe you or without counterclaiming amounts from us.
- 9.25 We may set-off any money we owe you against money you owe us.

Authority to complete and amend

- 9.26 Subject to us giving you notice of any change we make described in (a) or (b) below (including full details of the change) within 5 *business days* after the day we make the change, and subject to us not receiving from you written notice that you dispute the change, you authorise us to:
- (a) fill in any blanks in this *contract* and any document signed by us connected with it; and
 - (b) make any amendment to a document in (a), to accurately reflect or give effect to the agreed terms.

Applicable law

- 9.27 This *contract* is governed by the law of New Zealand. You and we submit to the non-exclusive jurisdiction of the courts of New Zealand.

10. Meaning of words

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|---|---|
| <i>accession</i> | has the meaning given to it in the <i>PPSA</i> . |
| <i>annual interest rate</i> | means the per annum rate of interest stated in the <i>disclosure statement</i> . |
| <i>attach</i> | has the meaning given to it in the <i>PPSA</i> . |
| <i>balance owing on your loan account</i> | means, at any time, the difference between all amounts credited and all amounts debited to your <i>loan account</i> . The amount calculated at the end of a day includes all debits and credits assigned to that day. |
| <i>borrower</i> | see you. |
| <i>business day</i> | means a day other than a Saturday, Sunday, or a public, special or bank holiday in Brisbane, Queensland, Australia. |
| <i>contract</i> | means the <i>disclosure statement</i> , the Secured Consumer Loan Contract Specific Terms and Conditions that form part of this contract and these General Terms and Conditions (including the <i>security interest</i> terms). |
| <i>credit fees and charges</i> | mean those credit fees and charges described in the section titled 'CREDIT FEES AND CHARGES' in the <i>disclosure statement</i> and as amended by us from time to time in accordance with this <i>contract</i> . |
| <i>daily interest rate</i> | means the <i>annual interest rate</i> divided by 365. |
| <i>default</i> | means the occurrence of any of the events specified in 7.1 (When are you are in default?) |
| <i>default rate</i> | means the per annum rate of interest stated in the <i>disclosure statement</i> or as notified to you. |
| <i>disclosure statement</i> | means the <i>disclosure statement</i> that forms part of this <i>contract</i> . |
| <i>financing statement</i> | has the meaning given to it in the <i>PPSA</i> . |
| <i>for example</i> | see including. |
| <i>GST</i> | means tax levied in accordance with the Goods and Services Tax Act 1985 and includes any tax levied in substitution for such tax and any penalty or interest levied against us under that Act and/or the Tax Administration Act 1994 by reason of non-payment of the <i>GST payable</i> in respect of a supply. |
| <i>including, for example or such as</i> | when introducing a list of items, does not limit the meaning of the words to those items or items of a similar kind. |
| <i>initial unpaid balance</i> | is stated in the <i>disclosure statement</i> |
| <i>insolvent</i> | means being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, under statutory management, being declared to be a corporation at risk under the |



| | |
|-------------------------------|---|
| | Corporations (Investigation and Management) Act 1989, wound up, removed from the New Zealand register of companies, subject to any arrangement, assignment or composition, protected from creditors under any statute or dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due and <i>insolvency</i> shall have a corresponding meaning. |
| <i>interest free period</i> | if any, is stated in the <i>disclosure statement</i> or as notified to <i>you</i> . |
| <i>loan account</i> | means an account <i>we</i> establish in <i>your</i> name to record all transactions under this <i>contract</i> . |
| <i>loan term</i> | is stated in the <i>disclosure statement</i> under the heading “Interest”. |
| <i>payable</i> | in relation to an amount means an amount which is currently payable or will or may be payable in the future. |
| <i>person</i> | <i>includes</i> an individual, a firm, a body corporate, an unincorporated association or an authority. |
| <i>PPSA</i> | means the Personal Property Securities Act 1999. |
| <i>PPSR</i> | has the meaning given to it in the <i>PPSA</i> . |
| <i>security</i> | means each <i>security interest</i> described in the <i>disclosure statement</i> (including the <i>security interest</i> created in 8.1 (<i>Security interest</i>) and any substitute or additional <i>security interest</i> given in connection with this <i>contract</i>). |
| <i>security interest:</i> | (a) has, in respect of <i>the property</i> , the meaning given to it in the <i>PPSA</i> ; and (b) otherwise means any security interest (as defined in the <i>PPSA</i>) mortgage, charge, lien, pledge, trust, power or other rights given as or in effect as security for the payment of money or performance of obligations. |
| <i>security provider</i> | means each other <i>person</i> (other than <i>you</i>) who gives a <i>security</i> . |
| <i>settlement date</i> | means the date <i>we</i> first lend <i>you</i> any of the <i>initial unpaid balance</i> (or, if earlier, the date <i>we</i> first debit any of it to <i>your loan account</i>) and <i>settlement</i> has a corresponding meaning. |
| <i>statement date</i> | is stated in the <i>disclosure statement</i> . |
| <i>such as</i> | see <i>including</i> . |
| <i>the property</i> | means each one or more of the following which the context allows: (a) the property listed in the <i>disclosure statement</i> ; and (b) replacements for, accessories and additions fitted to that property at any time. |
| <i>unpaid balance</i> | means the <i>balance owing on your loan account</i> , plus all accrued interest charges and other amounts which <i>you</i> must pay under this <i>contract</i> but which have not been debited to <i>your loan account</i> . |
| <i>verification statement</i> | has the meaning given to it in the <i>PPSA</i> . |
| <i>we</i> | means John Deere Financial Limited and its successors and assigns and <i>our</i> and <i>us</i> have corresponding meanings. |
| <i>you, your or borrower</i> | means the <i>person</i> or <i>persons</i> described as debtor in the <i>disclosure statement</i> and their successors and assigns to whom <i>we</i> have consented. If more than one, <i>you</i> or <i>borrower</i> means each of them separately and every two or more jointly. |
| the singular | <i>includes</i> the plural and vice versa. |
| A reference to: | (a) a document <i>includes</i> any variation or replacement of it; and (b) law means common law, principles of equity and laws made by parliament (<i>including</i> regulations and other instruments under laws made by parliament, and consolidations, amendments, re-enactments or replacements of them); and (c) any thing <i>includes</i> the whole and each part of it. |

