

**Central Finance Limited
Hire Purchase Agreement**

**OWNER: Central Finance Limited, 208 Waimanu Road,
Suva.** (hereinafter called "CFL")

TELEPHONE 679-3314094 FAX 679-3314090

THE SCHEDULE

CUSTOMER: LEGAL NAME IN FULL:

POSTAL ADDRESS:

CITY: POST CODE: COMPANY NO:

TELEPHONE NO: FAX NO:

THE EQUIPMENT AND FINANCIAL DETAILS

Model Code	Serial Number	Description	Cash Price (GST INCLUSIVE)
			(A)
LESS DEPOSIT			(B)
AMOUNT FINANCED			(C)
FINANCE CHARGE FOR		MONTHS	(D)
BALANCE PAYABLE			(E)
FINANCE RATE		PERCENT PER ANNUM (Pursuant to Credit Contract Act 1981)	

Balance to be paid by consecutive monthly instalments of \$ each with the first instalment inclusive of GST due to CENTRAL FINANCE LIMITED one month from execution of this Agreement. All instalments are to be made by Bank Authority to the account of CFL as specified on the attached bank form.

STATEMENT OF RIGHTS

The Credit Contracts Act 1981 gives you a right for a short period of time after the terms of this contract have been disclosed to you –
(a) To cancel the contract (but you cannot do this if you have taken possession of the goods, or if you bought them at an auction); or
(b) To cancel the credit and pay the cash price for the goods.

How to cancel

If you want to cancel this contract or cancel the credit and pay only the cash price for the goods you must give written notice to the person who sold or leased you the goods, that you want to cancel. If you intend to keep the goods and just repay the credit you must pay the cash price to the person who sold or leased you the goods within 15 working days after the day you give notice. Saturdays, Sundays and National public holidays are not counted as working days.

Time limits for cancellation

If the disclosure documents are handed to you directly you must give notice that you intend to cancel within three working days after you receive the documents. If the documents are mailed to you, you must give the notice within seven working days after they were posted.

What you may have to pay if you cancel

If you cancel the contract the person who sold or leased you the goods can charge you –
(a) The amount of any legal fees or other expenses that he has to pay (such as surveys, credit reports etc).
(b) Charges for any incidental services he has provided (such as inspections, alterations, etc).
If you only cancel the credit and decide to pay the cash price for the goods, you can be charged, in addition to (a) and (b) above.
(c) Interest for the period from the day you received the goods until the day you pay the cash price.

You have the right to apply to the court for relief under Section 12 of the Credit (Repossession) Act 1997 if goods are supplied under a credit contract to which that Act applies and either:
(a) The creditor serves a pre-possession notice on you, or otherwise take possession, - in contravention of the Credit (Repossession) Act 1997.

IF THERE IS A DISPUTE REGARDING YOUR RIGHTS UNDER THE CREDIT CONTRACTS ACT 1981, OR IF YOU THINK THAT THE SELLER IS BEING UNREASONABLE IN ANY WAY, YOU SHOULD SEE A SOLICITOR IMMEDIATELY.

CFL agrees to Hire to the Customer and the Customer agrees to take on the hire from CFL, the equipment at the place for the term and at the hire and any other charges specified in the Schedule, such hire being payable at the times stated in the Schedule in accordance with the Terms and Conditions of this Hire Purchase Agreement ("Agreement") set out on the reverse and continuation page hereof:-

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| <p>1. The Customer acknowledges that:
(a) On signing this agreement the Customer grants CFL a security interest in favour of CFL over the equipment and all of the Customer's present and after-acquired personal property and secures payment by the Customer of all amounts from time to time owing by the Customer to CFL in respect of this agreement and any other agreements between the Customer and CFL
(b) CFL may register a financing statement in respect of any such security interest on the Personal Property Securities Register ("PPSR");</p> | <p>2. Notwithstanding any other term of this agreement, CFL may withhold possession of the equipment from the Customer until such time as CFL perfects its security interest in accordance with the Personal Properties Securities Act 1999.
3. The Customer authorises any person or company to provide CFL with such information as CFL may require in respect to this Agreement including CFL's credit enquiries.
4. The Customer further authorises CFL to furnish to any third party, details of this Agreement any subsequent dealings that CFL may have with the Customer as a result of this Agreement.</p> |
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SIGNED ON BEHALF OF THE CUSTOMER
who acknowledges receiving the above statement of rights and a copy of this Agreement on the date of signing this agreement.

**ACCEPTED AND SIGNED FOR
AND ON BEHALF OF CENTRAL FINANCE LIMITED**

SIGNED:
NAME:
TITLE:
DATE:
WITNESS:

SIGNED:
NAME:
TITLE:
DATE:
WITNESS:

GUARANTORS

I/We undertake joint and several liability with all obligations imposed on the Customer under this Agreement, on the terms and conditions set out on the reverse hereof.

NAME/SIGNATURE/DATE	RESIDENTIAL ADDRESS
1. SIGNED: DATE: / / GUARANTOR (Full Name)	1.
2. SIGNED: DATE: / / GUARANTOR (Full Name)	2.
3. SIGNED: DATE: / / WITNESS: (Full Name)	3.

CENTRAL FINANCE LIMITED

HIRE PURCHASE AGREEMENT TERMS AND CONDITIONS

1. General

- 1.1 This Agreement comes into force when signed by or on behalf of the Customer and by a person authorised by CFL. This Agreement cannot be cancelled or terminated except as expressly provided for in clause 9.1 or in terms of the Credit Contracts Act 1981.
- 1.2 The Customer authorizes CFL either before or after signature of this Agreement by CFL to insert the installation date and the serial number and other identification data of the equipment.
- 1.3 The term of this Hire Purchase commences on the installation date and ends upon the expiration of the rental term stated in the Agreement.
- 1.4 The person signing this Agreement on behalf of the Customer shall be primarily liable for all payment of all amounts payable by the Customer under this Agreement. It is understood that at the first instance all invoices and accounts under this Agreement shall be directed to the Customer but if the Customer has failed to pay those accounts or any part of them, within the terms of trading set out herein then the person signing shall upon demand promptly pay such accounts personally.
- 1.5 N/A
- 1.6 CFL may withhold possession of the equipment from the Customer until such time as CFL perfects its security interest in accordance with the Personal Properties Securities Act 1999.
- 1.7 The Customer shall comply with the provisions of all Acts of Parliament, By-laws and Regulations affecting the equipment or the use or possession thereof and shall keep equipment registered or licensed if required.
- 1.8 CFL may at law or in equity assign its rights, title and interest in the equipment and in or under this Agreement and any of them at any time.
- 1.9 The Customer hereby irrevocably appoints CFL and any Manager, or Secretary for the time being of CFL severally the Attorney of the Customer for the purpose at any time of applying for a new Certificate of Registration for the equipment and executing any transfer or other instrument in connection therewith and for doing any other act, matter or thing whatsoever which ought to be done by the Customer under this Agreement, or which the Attorney thinks necessary to protect CFL's interests under this Agreement and the Customer ratifies anything done by an Attorney under this clause.
- 1.10 Any notice required to be served hereunder by either party shall be deemed to have been properly served if left at or posted in a prepaid letter addressed to the party and any such service by post shall be deemed effected on the second day after the day on which the notice was posted.
- 1.11 It is hereby agreed for the purpose of determining the Court at which any action in relation hereto shall be heard pursuant to the District Court Rules 1992 or the High Court Rules as the case may be (or any provisions substituted therefore) that any cause of action which may arise out of this Agreement shall be deemed to have arisen at the registered office of CFL with the intent that all legal proceedings upon or concerning this Agreement shall be commenced and heard at the District Court or High Court (as the case may be) at Auckland.
- 1.12 In this Agreement
- The word "CFL" shall include CFL its nominees or assigns
 - the word "Customer" shall include the Customer and its permitted assigns and, in the case of a Corporation, its successors and permitted assigns.
 - When two or more persons are Customers all covenants, agreements and conditions shall bind them jointly and each of them severally.
 - The word "equipment" shall denote the equipment described on the front page of this agreement.
- 1.13 The headings set out merely give an indication of the content of the terms to which they are related. They are included only for the purpose of assisting reading the agreement and do not affect the meaning of the terms themselves.

2 Customer's acknowledgment of equipments quality and fitness for purpose.

The Customer warrants that it has satisfied itself as to the condition quality suitability and fitness of the equipment for any particular purpose and that no representation warranty or undertaking relating to the equipment has been or is made or given by or on behalf, or to be implied against CFL.

3. Maintenance and Inspection obligations.

- 3.1 The Customer shall at its own expense, maintain the equipment in good repair, condition and working order without any exception for damage however caused.
- 3.2 The Customer shall from time to time upon request, produce the equipment to CFL or as it shall direct for the purposes of inspection, maintenance, testing or for the fixation of identifying plates or marks thereto, and CFL (and its employees and agents), may without prior notice, enter upon any land where CFL believes the equipment to be kept for such purposes.
- 3.3 All accessories, equipment, replacement parts or other articles incorporated or installed in or affixed to the equipment shall become part of the equipment and title shall ipso facto pass to CFL.
- 3.4 The Customer will not make any alterations to or modify the equipment without the previous written consent of CFL.
- 3.5 The Customer shall at all times, operate the equipment as intended by the manufacturer's instructions and within the rated capacity of the equipment.
- 3.6 The Customer assumes all risks and liability for the equipment and for their use, operation, maintenance, repair and storage and for injuries to or deaths of persons and damage to property whatsoever arising from or incidental to such use, operation, maintenance, repair or storage. The Customer will indemnify CFL against all losses, damages, claims, penalties, liabilities and expenses including legal costs howsoever arising or incurred because of or incidental to the equipment or their use, operation, maintenance, repair or storage.

4. Insurance

- 4.1 The Customer is to insure the equipment with an Insurer approved by CFL, and to keep the equipment insured for the full insurable value thereof during the currency of the Hire Purchase Agreement against such risks as CFL may require. Such insurance is to be registered in the names of CFL and the Customer with their respective rights and interests noted on the policy.
- 4.2 The Customer is not to do, or permit or suffer to be done anything which might, or could prejudice any insurance as aforesaid or permit any insurer to decline any claim.

5. Customer not to assign Agreement or sell, charge etc. equipment

The Customer will not, or will not attempt to sell, assign, pledge, mortgage, charge, encumber, hire, license or part with possession or permit any lien to exist in respect of the equipment, or grant a security interest over the equipment to any third party.

6. Personal Property Securities Act 1999 ("PPSA") and Protection of CFL's Rights

- 6.1 The Customer acknowledges that on signing this Agreement the Customer grants CFL a security interest in favour of CFL in respect of the equipment and all of the Customer's present and after-acquired personal property and secures payment by the Customer to CFL of all amounts from time to time owing by the Customer to CFL under this Agreement or any other agreement.
- 6.2 The Lessee shall do all things necessary to enable the perfection, re-perfection, and/or maintenance of perfection of the security interest granted by the Customer to CFL under this Agreement, including granting CFL the right to, without prior notice, enter premises under the Customer's control and re-take possession of the equipment.
- 6.3 The Customer shall indemnify CFL for all costs and expenses incurred in arranging finance and giving effect to this Hire Purchase, including in connection with the perfection and maintenance of perfection of the security interest created under this Agreement.
- 6.4 The Customer shall notify CFL of any change in name not less than 7 days before the change takes effect.
- 6.5 The Customer acknowledges that, to the extent permitted by law, the Customer shall have no rights under the following provisions of the PPSA to:
- receive a verification statement confirming registration under section 148
 - receive a notice of sale of collateral under section 114(1)(a);
 - receive a statement of account under section 116;
 - receive surplus distributed under section 117(1)(c);
 - recover any surplus under section 119;
 - receive notice of any proposal of CFL to retain collateral under section 120(2);
 - object to any proposal of CFL to retain collateral under section 121;
 - not to have equipment damaged in the event that CFL were to remove an accession under section 125;
 - be reimbursed for damage caused when CFL removes an accession under section 126;
 - refuse permission to remove an accession under section 127;
 - receive notice of the removal of an accession under section 129;
 - apply to the Court for an order concerning the removal of an accession under section 131;
 - redeem collateral under section 132;
 - reinstate the contract under section 133.

6.6 In the event that:

- The Customer fails to perform any obligation contained or implied in this Agreement; and/or
 - It is necessary for CFL to take any steps or incur any expense to protect its interests under this Agreement, including the registration and maintenance of CFL's security interests or repossession of the equipment;
- then CFL may perform such obligation, pay such money, or incur such expense, and the Customer shall indemnify and reimburse CFL for all monies paid or expenses incurred (including all legal and associated costs) by CFL (inclusive of any Goods and Services Tax).

7. Payments due and Default Interest

7.1 The Customer shall be responsible for and shall pay to CFL without demand, the instalments set out in this Agreement at the place designated in this Agreement or to such person or at such other place as CFL may from time to time designate by notice in writing served on the Customer.

- 7.2 If-
- The Customer shall fail to make any payments due under this Agreement on the due date; or
 - Any monies shall be payable by the Customer to CFL in terms of Clause 6,
- the Customer shall, upon demand by CFL pay to CFL interest on the amount thereof from the due date, or the date on which demand was made under Clause 6, as the case may be, until the date of payment of that amount at the rate of 20.00 per centum per annum calculated on a daily basis.

8. Default and Repossession of the Equipment

8.1 In addition to any other provision of this agreement the Customer shall be in default if any of the following events occur and the expression "Event of Default" means any or each of the following:

- Failure to pay CFL any Instalment or other amount payable under this Agreement;
- If the Customer does or permits any act or thing likely to prejudice or put in jeopardy CFL's rights or interest in the equipment;
- The discovery by CFL that the Customer has made any materially false statement in relation to the making of this Agreement;
- If an order is made or an effective resolution is passed for the winding up of the Customer or any related corporation;
- If a receiver or an official manager is appointed in respect of the Customer or any related corporation;
- If the Customer or any related corporation suspends payment generally or ceases or without the prior written consent of CFL threatens to cease or carry on its business or a substantial part thereof;
- If any execution or other process of any court of authority or any distress issues against or is levied upon any part of the assets or property of the Customer or related corporation;
- If in the reasonable opinion of CFL a material adverse change has occurred in the business or financial position of the Customer or any related corporation likely to effect the Customer's ability to meet its obligations under this Agreement;
- If the Customer or any related corporation enters into a scheme of arrangement with its creditors or any class thereof;
- If any insurance policy in respect of the equipment is cancelled by the insurer of the Customer;
- If any lien is lawfully claimed over the equipment;
- If in the opinion of CFL the Customer is unable to pay or does not pay its debts as they become due and payable.
- If CFL on reasonable grounds believes that the equipment has been or will be destroyed, damaged, endangered, disassembled, removed, concealed, sold, or otherwise disposed of contrary to the provisions of this security agreement.

- 8.2 If any Event of Default shall occur (notwithstanding that CFL may have waived some previous default by the Customer):
- CFL, its agents, employees or servants may, without any prior notice (and whether or not CFL may subsequently accept any monies paid by the Customer) enter onto any land where CFL believes the equipment to be and retake possession of the equipment and sell or otherwise dispose of it. The Customer shall indemnify CFL (and its employees and agents) against any liability and costs incurred in connection with, such entry, taking of possession and removal; and/or
 - CFL may by notice in writing to the Customer, terminate this Agreement as at the date of the notice or any later date specified in the notice and if CFL exercises either or both of its rights under this clause 8.2 the balance of the money payable by the Customer under this Agreement shall immediately become due and payable to CFL subject to such rebate of interest charges as CFL may allow under section 9.1 of this Agreement and the Customer shall indemnify CFL against any claims arising from the exercise of this right of entry, provided that this right of entry shall not be exercised in an unreasonable manner at an unreasonable time; and/or
 - CFL may appoint a Receiver pursuant to the Receiverships Act 1993 who shall have the power to take possession of the equipment and all present and after acquired property of the Customer and sell it or otherwise dispose of it in accordance with the Receiverships Act 1993.
- 8.3 In respect of any taxable supply from the Customer to CFL that may arise, for the purpose of the Goods and Services Tax Act 1985, as a consequence of the exercise by CFL of any of its powers under this Agreement (including in particular such a supply on repossession of the equipment by CFL) the Customer agrees that no tax invoice shall issue in respect of that supply.

9. Termination

- 9.1 In the event of the termination hereof for any reason whatsoever except by affluxion of time the Customer shall forthwith pay to CFL by way of liquidated and ascertained damages an amount of money equal to the sum of:
- All instalments due but unpaid up to the date of termination of the Hire Purchase;
 - An amount equivalent to the instalments which would have accrued due between the date of termination and the date when CFL actually regains possession of the equipment as if the Hire Purchase had not been prematurely terminated;
 - The balance of all future instalments due discounted for early payment by such amount as CFL in its sole discretion determines;
 - All costs and expenses incurred by CFL including any costs in relation to termination of this agreement and repossession of the equipment where required and all legal, debt collection and commission costs incurred in recovering any sums due under this agreement less the net proceeds of sale or disposal of the equipment if they be sold or disposed of within two calendar months from the date on which they came into possession of CFL or if they be not sold or disposed of within that time, then the value of the equipment at the date of repossession by CFL as certified by a dealer in similar equipment to the equipment or an independent valuer to be selected in either case by CFL. Such valuation may be made at any time.
- 9.2 Upon the termination hereof the Customer will forthwith deliver the equipment together with an executed instrument required to evidence the title of CFL to CFL at its place of business or at such other place as shall be previously agreed upon.

10. Value Added Tax (VAT)

- 10.1 Goods and Services Tax payable by CFL in relation to any goods or services provided by CFL in terms of this Agreement shall be passed onto and be payable by the Customer.
- 10.2 N/A
- 10.3 In the event that the rate of G.S.T. is amended, whether by way of increase or decrease the amended rate is to be used in calculating G.S.T. inclusive price from the date the amended rate is applicable.
- 10.4 Any change in Vat status shall be immediately notified to CFL.

11. Expiry of the Hire Purchase Term

Legal and equitable title to the equipment will remain with CFL until CFL has received payment in full of the Balance Payable (E) and any other sums due hereunder.

12. N/A

13. Update of Equipment

The provisions of clause 9.1 and 9.2 shall apply to any termination of this agreement notwithstanding that the Customer wishes to replace the equipment with updated equipment supplied by the original supplier.

14. Variation of the Agreement

This Agreement is incapable of being varied or modified by word of mouth. It may be varied or modified in writing executed by CFL and by the Customer. A variation or modification of any provision of this Agreement shall not prejudice or affect any other provision of this Agreement.

GUARANTEE TO CENTRAL FINANCE LIMITED AND TO ITS SUCCESSORS AND ASSIGNS (CFL)

This section forms part of the Hire Purchase Agreement ("Agreement") for the equipment described on the reverse hereof and made between Central Finance Limited (CFL) and the Customer and the Guarantor(s) described on the reverse hereof.

- In consideration of CFL at the request of the Guarantor entering into this Agreement and to induce CFL to enter into this Agreement, the Guarantor hereby guarantees the due and punctual performance and observance by the Customer of all the covenants, terms, conditions and other provisions of this Agreement which are to be performed and observed by the Customer including, without limiting the generality of the foregoing, the payment by the Customer to CFL of all instalments of rent, duties, expenses and other charges and monies payable by the Customer, including all costs, charges and damages which may be or become payable by the Customer upon any breach or default under this Agreement.
- This guarantee is a continuing guarantee to CFL for the whole of the Customer's indebtedness or liability to CFL from time to time howsoever arising and shall only be terminated upon CFL agreeing to such termination in writing.
- The Guarantor as a separate and additional covenant and liability agrees to indemnify CFL in respect of any loss or damage suffered by CFL as a consequence of the inability for any reason of CFL to recover any of the monies payable by the Customer under this Agreement or otherwise to procure performance by the Customer of its obligations under this Agreement.
- Where the Guarantor comprises more than one person the provisions of this Guarantee shall bind all such persons severally and any two or more of them jointly.
- The death of the Guarantor, or if there is more than one Guarantor, the death of any one or more of them, does not terminate this Guarantee.

WE RECOMMEND YOU SEEK THE ADVICE OF YOUR ACCOUNTANT AS TO THE CORRECT TAX AND ACCOUNTING TREATMENT OF THIS AGREEMENT.