

GUARANTEED FUTURE VALUE CERTIFICATE

explained...

To: _____ ("you")

Guaranteed Future Value \$ _____ **incl GST**

Motor Vehicle

Make: _____ Model: _____
Colour: _____ Model No: _____
Engine No: _____ VIN No: _____
Year of Manufacture: _____ Chassis No: _____
Date of First Registration: _____ Registration No: _____
Kilometre Allowance: _____ Present Km. Reading: _____
Excess Kilometre Charge: _____ cents per km (plus GST) travelled in excess of the Kilometre Allowance
Accessories: _____

Expiry Date of this Certificate: _____

Signed

Date of Lexus Finance Agreement: _____

Signed by

Signature

Date of this Certificate: _____

For and on behalf of Toyota Finance New Zealand Limited

THE GUARANTEED FUTURE VALUE CERTIFICATE

To take advantage of your GFV Certificate, you will need to:

- Pay the Return Fee of \$250.00.
- Keep the vehicle regularly serviced in accordance with the manufacturer's specifications.
- Stay within the kilometre allowance. If you choose to trade in your vehicle your GFV Certificate amount will be reduced on a per kilometre basis should you exceed the allowance.
- Make sure the vehicle is returned in good condition (allowance for fair wear and tear).
- Not be in breach of the conditions of this Certificate or your Finance Agreement.



TERMS AND CONDITIONS OF GUARANTEED FUTURE VALUE CERTIFICATE

1. YOUR CHOICES

- You may if you wish do any of the following to take advantage of our offer under this Certificate:
 - End your Lexus Finance Agreement early (before the End Date of your Lexus Finance Agreement) and trade in your Motor Vehicle to your Dealer; or
 - Trade in your Motor Vehicle to your Dealer after the End Date of your Lexus Finance Agreement but before the Expiry Date.
- You cannot use this Certificate if:
 - You are in default under your Lexus Finance Agreement, your Lexus Finance Agreement has been terminated by us or there is a security interest (other than ours) or other legal or beneficial interest in the Motor Vehicle.
 - This Certificate has expired.
 - TFNZ is not the Creditor under your Lexus Finance Agreement as at the End Date of your Lexus Finance Agreement.
 - If the amounts you owe us under your Lexus Finance Agreement are more than the amounts we are to pay you under clause 3 and you have not paid us the difference.
 - The Motor Vehicle has travelled over 150,000 kilometres.
 - You have not paid the Return Fee.

2. HOW THE GUARANTEED FUTURE VALUE IS WORKED OUT

- If you wish to use this Certificate, you must deliver the Motor Vehicle by the date and at the place specified by us so we can arrange for a vehicle inspection report to be done (at your cost). If following the inspection the Motor Vehicle is not in as good condition and working order as it was at the start of your Lexus Finance Agreement (fair, wear and tear excepted) or does not have five sound tyres (not re-treads) of warrant of fitness standard, then you will owe the GST inclusive amount to reinstate the Motor Vehicle to the required condition. This amount will be based on the estimated cost to reinstate by a motor vehicle repairer we have chosen.
- If, as at the Vehicle Return Date you have gone over the Kilometre Allowance, you will owe us the Excess Kilometre Charge.
- The Guaranteed Future Value will be reduced by any amounts you owe us under clause 2a and 2b ("Net GFV").

3. TRADE-IN

- We will offer you the Guaranteed Future Value or the Net GFV (as the case may be) provided you pay the Return Fee and subject to the terms below.
- We are under no obligation to make an offer to you if, as at the Vehicle Return Date, the Motor Vehicle is not in the same condition and working order as it was when the vehicle inspection report was done (fair, wear and tear excepted) and does not have five sound tyres (not re-treads) of warrant of fitness standard.
- If you use this Certificate, we will pay you the higher of:
 - The best wholesale price we can get for the Motor Vehicle; or
 - Guaranteed Future Value or the Net GFV (as the case may be);Less
 - All moneys you may owe us under your Lexus Finance Agreement.
- If the amounts you owe us under your Lexus Finance Agreement are more than the amounts we are to pay you under this clause 3, you must

pay the difference to us on demand.

- e. You are under no obligation to accept our offer under this clause if your Dealer offers you more for the Motor Vehicle than the Guaranteed Future Value or Net GFV (as the case may be). For the avoidance of doubt in that case you must still pay us all moneys you owe us under your Lexus Finance Agreement.

4. GENERAL CONDITIONS

- a. This Certificate is personal to you and your successors and cannot be transferred or assigned unless we agree in writing. We recommend you keep it in a safe place.
- b. You agree for the purposes of Part 2, Subpart 1, of the Contract and Commercial Law Act 2017, Toyota New Zealand Limited and any related company as defined in the Companies Act 1993 or any re-enactment of that Act will be entitled to enforce the provisions of the Certificate even though Toyota New Zealand Limited and any related company is not a party to the Certificate.

- c. The Guaranteed Future Value shall not be increased to reflect:

- i. any increase in the rate of GST from the date this Certificate is signed to the date the Motor Vehicle is traded by you as outlined in this Certificate; or
- ii. any other change in law after the date this Certificate is signed which renders the trade in of the Motor Vehicle subject to GST when it would not otherwise have been subject to GST.

The Guaranteed Future Value shall be decreased to reflect:

- i. any decrease in the rate of GST from the date this Certificate is signed to the date the Motor Vehicle is traded by you as outlined in this Certificate; or
- ii. any other change in law after the date this Certificate is signed which renders the trade in of the Motor Vehicle not subject to GST when it would otherwise have been subject to GST.

- d. The terms and conditions of this Certificate may only be changed in writing signed by you and us.

- e. In this Certificate:

- i. "Dealer" means any motor vehicle dealer.
- ii. "End Date of your Lexus Finance Agreement" means the end date stated in your Lexus Finance Agreement.
- iii. "Excess Kilometre Charge" means the amount specified on the front of this Certificate which is payable by you if the Motor Vehicle exceeds the Kilometre Allowance.
- iv. "Expiry Date" means the expiry date stated on the front of this Certificate.
- v. "fair wear and tear" has same meaning as in your Lexus Finance Agreement.
- vi. "GST" means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985.
- vii. "Guaranteed Future Value" means the guaranteed future value sum stated on the front of this Certificate.
- viii. "Kilometre Allowance" means the total kilometre allowance stated on the front of this Certificate.
- ix. "Lexus Finance Agreement" means the finance agreement you have entered into and referred to on the front page of this Certificate.
- x. "Return Fee" means the fee payable to TFNZ upon exercising this Certificate.
- xi. "TFNZ", "us", "our" and "we" means Toyota Finance New Zealand Limited together with its successors and assigns.
- xii. "Vehicle Return Date" means the date you deliver the Motor Vehicle to your Dealer for actual trade-in.