

Mechanical Protection Plan Agreement ¹

Customer Copy Please attach this copy to the Customer's Mechanical Protection Plan Booklet

Contract No

4034589

Customer Information

Customer name(s) (specify individual): John Sample Only Doe
 Address: 1 Main Road, Bigtown, NEW ZEALAND 1001
 Email: john@doe.co.nz
 Phone: 09 1234567

Vehicle Information

Make / Model: Peugeot 5yr 4008
 VIN: 7A8C1390737100637
 First Registered: 01/01/2010
 Stock Number: SAMPLE
 Registration: EGB671
 Year Model: 2010
 Purchased: 03/06/2015
 Kilometres: 100,000 km

Dealer Information & Details of this plan

Dealership name: Archibald Cars
 Address: 143 Commerce Street, Kaitaia 500
 Email: dean@familyfinance.co.nz
 Date of this MPP Agreement: 03/06/2015
 Price payable: \$690.00

MPP cover type: Premium
 MPP Expiry Date: 03/06/2017
 MPP Expiry Kms: 175,000 km

Terms and Conditions

The information, terms and conditions in this MPP Agreement, (including any NRA Supplementary Page) and the information, terms and conditions in the current MPP Booklet that is provided to the Customer together with the Customer Copy of this MPP Agreement (including any supplementary pages) comprise the agreement between the Customer and the Dealer. Definitions used in this MPP Agreement appear on page 2. The MPP Booklet contains more detailed terms and conditions and fuller explanations in relation to your statutory rights and entitlements under The MPP.

In the event of any inconsistency between the terms of this MPP Agreement (including any NRA Supplementary Page) and the MPP Booklet (including any MPP Booklet Supplementary Pages) this MPP Agreement prevails.

This contract does not affect any existing statutory guarantees or rights. For the purpose of compliance with the FTA a summary of your rights under the CGA, and a comparison of those rights with this warranty cover, are contained on the front page of this MPP Agreement. These are to be read in conjunction with the fuller explanation in the MPP Booklet.

Term

This contract commences at the date of delivery of the Vehicle identified above, the conditions of the contract commence on that date, and the benefits commence on the date of delivery or after the expiry of any manufacturer's warranty provided with the vehicle, whichever occurs last. The NRA benefits (if applicable) commence on the date of delivery, with all other benefits commencing on the date of delivery or after the expiry of the Manufacturer's warranty, whichever occurs last (those dates may be specified above). The contract will cease upon the expiry of either the period of time specified or the distance travelled since manufacture, whichever occurs first, as indicated in the "Details of this plan" section as specified above and in accordance with the terms contained in the MPP Booklet. Cover under The MPP does not expire if a claim is lodged prior to the expiry of this plan unless the maximum mileage for cover is reached or the claim exceeds the maximum cover limit of your plan.

Extended warranties and the Fair Trading Act 1986 and the Consumer Guarantees Act 1993

Cancellation

The following is a summary of your rights regarding extended warranties under the FTA. A fuller summary appears in the MPP Booklet or you can refer to the full text of the FTA.

Pursuant to section 367 of the FTA an extended warranty is an agreement between a consumer and a warrantor under which the warrantor provides specific warranties, guarantees, or undertakings in relation to goods or services purchased at the time and for which the consumer pays an additional price.

Under 36V of the FTA, consumers may cancel extended warranty purchases:

- (a) within five (5) working days of the agreement date; or
- (b) at any time, if the Dealer has failed to comply with the disclosure requirement in section 36U of the FTA.

Notice of cancellation, or notice of an intention to cancel or withdraw from the agreement, can be given either in writing or orally to the Dealer, using the Dealer's contact details on the cover of the MPP Booklet. On cancellation, the warrantor must repay the cost of the warranty without making any deductions from the amount paid.

Consumer's rights and remedies and warrantor obligations under the CGA. ²

Consumers have various rights or "guarantees" under the CGA in relation to the supply of goods and services. These are summarised below (subject to the detail contained in the CGA itself) and outlined in greater detail in the MPP Booklet Supplementary Pages.

The rights you have in relation to goods (i.e. the vehicle covered by this plan and the goods offered under this plan) include that the goods must:

- (a) be of acceptable quality, appearance and finish, and durable;
- (b) be fit for any particular purpose (particularly if one was discussed);
- (c) match any description given with the vehicle;
- (d) be free of minor and major faults, and safe;
- (e) arrive on time; and
- (f) in some circumstances, that spare parts and repair facilities are available for a reasonable time after the vehicle, or other goods, are sold to you.

If a good fails to meet those guarantees you have the following options depending on the circumstances (including the seriousness of the failure):

- (a) a refund of the purchase price on return of the good to the dealer;
- (b) the replacement with goods of the same type and similar value;
- (c) having the failure repaired; or
- (d) keeping the goods and seeking money to cover the loss in the goods value.

The rights you have in relation to services include that the services must:

- (a) be carried out with reasonable care and skill;
- (b) be fit for any particular purpose (if one was discussed);
- (c) be finished within a reasonable time subject to agreement; and
- (d) be supplied at a reasonable price.

If a service fails to meet those guarantees and the failure can be fixed, you can require the Dealer to fix it within a reasonable time. If the Dealer fails to do this and/or the failure cannot be fixed you have various options available to you including:

- (a) having the failure fixed elsewhere and recovering reasonable costs; or
- (b) cancelling the contract for the service, in some circumstances; or
- (c) seeking compensation from the supplier.

If a good or service fails to comply with any guarantee under this Act, you also have certain obligations which may affect the remedy you may be entitled to. These are outlined in the MPP Booklet accompanying this agreement.

Comparison between the protections awarded by The MPP and your rights under the CGA.

The protection afforded to you under The MPP is in addition to, and does not substitute or replace, the rights you have under the CGA. The table below is a summary comparing the cover (guarantees) provided under the CGA and the cover provided by The MPP. Additional comparison table details can be found in the MPP Booklet which provides a fuller explanation.

Issue	CGA Cover	Cover under The MPP
Statutory vs. Contractual obligations	Cover under the CGA is prescribed in legislation and the consumer has no ability to choose the terms of their cover.	The consumer can choose to contract for cover in addition to cover under the CGA, and can select a level of cover depending on the individual needs of the consumer. The cover extends to items specified in the MPP Booklet depending on the chosen plan.
Existing faults/parts coverage	Cover under the CGA relates to failures to comply with the statutory guarantees (summarised above).	Covers faults resulting from use, including fair wear and tear, during the period of cover, subject to the level of cover selected and the terms and conditions and exclusions in the MPP Booklet. Cover is provided for a set group of identified components listed in the MPP Booklet. See pages 6 - 8 of the MPP Booklet, but subject to the exclusions in the MPP Booklet.
Vehicle purpose	Cover available for goods (vehicles) normally sold for personal or household use.	Any type of vehicle can be covered, subject to the terms and conditions of the plan. This includes vehicles deemed not for personal or household use.
Routine servicing	Does not provide for routine servicing entitlements.	The MPP entitles you to a Fixed Price Service during the extended MPP period of cover. Access through the Dealer to a network of established dealers who can assist with warranty repair requirements per the terms and conditions of the Plan.
Flat battery; locked out of car; lost keys; flat tyre; out of fuel; towing; and subsequent car hire and accommodation costs.	No cover	Cover under the Premium Cover plan, but not the Standard Cover plan (unless otherwise specifically agreed), in accordance with the MPP Booklet Supplementary Pages or in accordance with the NRA Supplementary Page.

Uninvited direct sale

Cancellation:

Some customers may contract for The MPP following an uninvited direct approach, resulting in an uninvited direct sales contract as defined in section 36K of the FTA, and summarised in the MPP Booklet. Consumers may cancel Uninvited Direct Sale Contracts pursuant to section 36M of the FTA:

- (a) within five (5) working days of the agreement date; or
- (b) at any time, if the Dealer has failed to comply with the disclosure requirement in section 36L of the FTA (including obligations as to the form and content of such agreements, provisions of copies to the consumer, notice of consumer's rights to cancel) unless the Dealer's failure is "minor"; and
- (c) notice of cancellation, or notice of an intention to cancel or withdraw from the agreement, can be given either in writing or orally to the Dealer, using the Dealer's contact details on the cover of the MPP Booklet.

¹ MPP Agreement Version 2

² Commerce Commission Fact Sheet publication March 2014: "Extended Warranties".

Limits of liability

The maximum amount which can be claimed for any one repair is limited to the value of \$2000.00 with an UNLIMITED number of repairs.

Special note for particular attention

Some of the conditions of The MPP are highlighted for your attention, to ensure there is no misunderstanding.

1. If your vehicle is still under Manufacturer's Cover, you will enjoy the benefits of The MPP if the car is serviced by us, in accordance with the specifications set out in the owner's manual, at prevailing rates, until that warranty expires. After that, you will enjoy our six-monthly/10,000 km (whichever occurs first) fixed price service plan. (Diesel and Turbo Vehicles may require engine oil changed more frequently in accordance with the specifications set out in the owner's manual). Services and inspections elsewhere will not be approved or recognised.
For example, if you as an owner relocated to another state/province, The MPP would be void unless you return to the selling dealership.
2. It is the owner's responsibility to make this vehicle available for inspection as stated.
3. Repairs will only be effected by our dealership, unless a breakdown occurs outside a 50km radius from the Dealership. Please refer to the Repair Procedure detailed in the MPP Booklet.

Contracting out of the CGA

Save as expressly provided for below, nothing in this MPP Agreement excludes or limits any rights the purchaser may otherwise have under the CGA or FTA.

I/We confirm that the goods/services supplied and to be supplied are being acquired for the purposes of the Purchaser's business, in terms of sections 2 and 43 of the CGA, and accordingly the parties to this MPP Agreement agree that the provisions of the CGA will not apply.

Customer signature (Customer, OR by the Customer's or Customers' authorised representative)

Privacy Policy: your personal information

The Privacy Policy that applies in relation to obtaining, sharing, retaining and using information for the purposes of The MPP appears at <http://www.harriernational.nz/Privacy>. The Dealer and Harrier National (as administrator of The MPP) will obtain, share, retain and use information supplied by the Customer or about the Customer (including personal or private information) in accordance with the Harrier National Privacy Policy for the purposes of delivering and administering The MPP.

Definitions

"Mechanical Protection Plan Agreement" or "MPP Agreement": this document.

"FTA": Fair Trading Act 1986.

"The MPP": your Mechanical Protection Plan, comprising the MPP Agreement and the MPP Booklet.

"MPP Booklet": the Mechanical Protection Plan Booklet, which the Dealer may make available to prospective customers for their information, and which should be provided to you with this document (including any MPP Booklet Supplementary Pages).

"MPP Booklet Supplementary Pages": additional terms and conditions attached to or included with the main part of the MPP Booklet.

"NRA": means National Roadside Assist, which is a roadside assistance entitlement.

"NRA Supplementary Page": means a supplementary page regarding NRA entitlements to be attached to the MPP Agreement where a customer chooses a Premium Cover plan or by agreement as an addition to the Standard Cover Plan.

"Warrantor": for the purposes of the FTA, the CGA, and this agreement (unless otherwise stated), is the supplier which is the Dealer.

"Dealer": the Dealer from whom the warranted vehicle and The MPP was purchased.

"Consumer": for the purposes of the FTA, and the CGA, and this agreement (unless otherwise stated), is the purchaser of the Vehicle and corresponding MPP.

"Vehicle": the Vehicle identified above in the Vehicle Information part of The MPP.

"Harrier National": Harrier National New Zealand Ltd including its representatives and agents.

"Customer": the Customer identified under the heading "Customer Information" in the MPP Agreement.

"Corporate/business customer": means the legal entity that is the corporate or business customer entity, whether that is a company, partnership, society, or some other legal entity

The following terms when used in the MPP Booklet, carry the following meanings:

"Customer Contract page": the MPP Agreement.

"Booklet": the MPP Booklet (including any MPP Booklet Supplementary Pages).

Customer declaration

I/We:

- have read and understood the benefits of The MPP and its terms and conditions, including the provisions of this MPP Agreement and MPP Booklet;
- acknowledge that no benefits are provided or parts are covered in The MPP, other than as expressly provided for in the MPP Booklet;
- understand that failure to have the vehicle serviced by the Dealer in accordance with The MPP (at six monthly intervals or every 10,000 kilometres, whichever occurs first) from the date of delivery of the Vehicle and during the term of the Plan will void The MPP;
- confirm that I/We:
 - have read and understood the information relating to "Privacy Policy: collecting your information" in the MPP Agreement;
 - have been directed to Harrier National's Privacy Policy at <http://www.harriernational.nz/Privacy>;
 - understand that the Dealer and Harrier National, as administrator of The MPP will obtain, share, retain and use information supplied by me/us or about me/us (including personal or private information) in accordance with the Harrier National Privacy Policy for the purposes of delivering and administering The MPP; and
 - agree to the Harrier National Privacy Policy (as lawfully updated from time to time) in relation to all matters relating to The MPP.
- confirm that I/We:
 - have read and understood the information relating to extended warranties contained in The MPP; and
 - acknowledge that the Dealer responsible for selling The MPP has orally informed me/us of my/our rights to cancel an extended warranty agreement under the FTA as summarised in this MPP Agreement; and
- confirm that I/We:
 - have read and understood the information relating to uninvited direct sales contained in The MPP;
 - acknowledge that the Dealer responsible for selling The MPP has orally informed me/us of our rights to cancel an uninvited direct sale agreement under the FTA as summarised in this MPP Agreement; and
 - acknowledge that this was/was not **[delete one as applicable]** an uninvited direct sale **[if neither option is selected then this clause F(ii) does not apply]**.

Customer signature (Customer, OR by the Customer's or Customers' authorised representative)

DD / MM / YYYY

Date

Dealer declaration

I/We confirm that the forgoing agreement is accepted on all of the terms and conditions comprising this MPP.

Dealer stamp or signature

DD / MM / YYYY

Date

Mechanical Protection Plan Agreement ¹

Dealership Copy Please keep this copy for your own records

Contract No

4034589

Customer Information

Customer name(s) (specify individual): John Sample Only Doe
 Address: 1 Main Road, Bigtown, NEW ZEALAND 1001
 Email: john@doe.co.nz
 Phone: 09 1234567

Vehicle Information

Make / Model: Peugeot 5yr 4008
 VIN: 7A8C1390737100637
 First Registered: 01/01/2010
 Stock Number: SAMPLE
 Registration: EGB671
 Year Model: 2010
 Purchased: 03/06/2015
 Kilometres: 100,000 km

Dealer Information & Details of this plan

Dealership name: Archibald Cars
 Address: 143 Commerce Street, Kaitaia 500
 Email: dean@familyfinance.co.nz
 Date of this MPP Agreement: 03/06/2015
 Price payable: \$690.00

MPP cover type: Premium
 MPP Expiry Date: 03/06/2017
 MPP Expiry Kms: 175,000 km

Terms and Conditions

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In the event of any inconsistency between the terms of this MPP Agreement (including any NRA Supplementary Page) and the MPP Booklet (including any MPP Booklet Supplementary Pages) this MPP Agreement prevails.

This contract does not affect any existing statutory guarantees or rights. For the purpose of compliance with the FTA a summary of your rights under the CGA, and a comparison of those rights with this warranty cover, are contained on the front page of this MPP Agreement. These are to be read in conjunction with the fuller explanation in the MPP Booklet.

Term

This contract commences at the date of delivery of the Vehicle identified above, the conditions of the contract commence on that date, and the benefits commence on the date of delivery or after the expiry of any manufacturer's warranty provided with the vehicle, whichever occurs last. The NRA benefits (if applicable) commence on the date of delivery, with all other benefits commencing on the date of delivery or after the expiry of the Manufacturer's warranty, whichever occurs last (those dates may be specified above). The contract will cease upon the expiry of either the period of time specified or the distance travelled since manufacture, whichever occurs first, as indicated in the "Details of this plan" section as specified above and in accordance with the terms contained in the MPP Booklet. Cover under The MPP does not expire if a claim is lodged prior to the expiry of this plan unless the maximum mileage for cover is reached or the claim exceeds the maximum cover limit of your plan.

Extended warranties and the Fair Trading Act 1986 and the Consumer Guarantees Act 1993

Cancellation

The following is a summary of your rights regarding extended warranties under the FTA. A fuller summary appears in the MPP Booklet or you can refer to the full text of the FTA.

Pursuant to section 367 of the FTA an extended warranty is an agreement between a consumer and a warrantor under which the warrantor provides specific warranties, guarantees, or undertakings in relation to goods or services purchased at the time and for which the consumer pays an additional price.

Under 36V of the FTA, consumers may cancel extended warranty purchases:

- (a) within five (5) working days of the agreement date; or
- (b) at any time, if the Dealer has failed to comply with the disclosure requirement in section 36U of the FTA.

Notice of cancellation, or notice of an intention to cancel or withdraw from the agreement, can be given either in writing or orally to the Dealer, using the Dealer's contact details on the cover of the MPP Booklet. On cancellation, the warrantor must repay the cost of the warranty without making any deductions from the amount paid.

Consumer's rights and remedies and warrantor obligations under the CGA. ²

Consumers have various rights or "guarantees" under the CGA in relation to the supply of goods and services. These are summarised below (subject to the detail contained in the CGA itself) and outlined in greater detail in the MPP Booklet.

The rights you have in relation to goods (i.e. the vehicle covered by this plan and the goods offered under this plan) include that the goods must:

- (a) be of acceptable quality, appearance and finish, and durable;
- (b) be fit for any particular purpose (particularly if one was discussed);
- (c) match any description given with the vehicle;
- (d) be free of minor and major faults, and safe;
- (e) arrive on time; and
- (f) in some circumstances, that spare parts and repair facilities are available for a reasonable time after the vehicle, or other goods, are sold to you.

If a good fails to meet those guarantees you have the following options depending on the circumstances (including the seriousness of the failure):

- (a) a refund of the purchase price on return of the good to the dealer;
- (b) the replacement with goods of the same type and similar value;
- (c) having the failure repaired; or
- (d) keeping the goods and seeking money to cover the loss in the goods value.

The rights you have in relation to services include that the services must:

- (a) be carried out with reasonable care and skill;
- (b) be fit for any particular purpose (if one was discussed);
- (c) be finished within a reasonable time subject to agreement; and
- (d) be supplied at a reasonable price.

If a service fails to meet those guarantees and the failure can be fixed, you can require the Dealer to fix it within a reasonable time. If the Dealer fails to do this and/or the failure cannot be fixed you have various options available to you including:

- (a) having the failure fixed elsewhere and recovering reasonable costs; or
- (b) cancelling the contract for the service, in some circumstances; or
- (c) seeking compensation from the supplier.

If a good or service fails to comply with any guarantee under this Act, you also have certain obligations which may affect the remedy you may be entitled to. These are outlined in the MPP Booklet accompanying this agreement.

Comparison between the protections awarded by The MPP and your rights under the CGA.

The protection afforded to you under The MPP is in addition to, and does not substitute or replace, the rights you have under the CGA. The table below is a summary comparing the cover (guarantees) provided under the CGA and the cover provided by The MPP. Additional comparison table details can be found in the MPP Booklet which provides a fuller explanation.

Issue	CGA Cover	Cover under The MPP
Statutory vs. Contractual obligations	Cover under the CGA is prescribed in legislation and the consumer has no ability to choose the terms of their cover.	The consumer can choose to contract for cover in addition to cover under the CGA, and can select a level of cover depending on the individual needs of the consumer. The cover extends to items specified in the MPP Booklet depending on the chosen plan.
Existing faults/parts coverage	Cover under the CGA relates to failures to comply with the statutory guarantees (summarised above).	Covers faults resulting from use, including fair wear and tear, during the period of cover, subject to the level of cover selected and the terms and conditions and exclusions in the MPP Booklet. Cover is provided for a set group of identified components listed in the MPP Booklet. See pages 6 - 8 of the MPP Booklet, but subject to the exclusions in the MPP Booklet.
Vehicle purpose	Cover available for goods (vehicles) normally sold for personal or household use.	Any type of vehicle can be covered, subject to the terms and conditions of the plan. This includes vehicles deemed not for personal or household use.
Routine servicing	Does not provide for routine servicing entitlements.	The MPP entitles you to a Fixed Price Service during the extended MPP period of cover. Access through the Dealer to a network of established dealers who can assist with warranty repair requirements per the terms and conditions of the Plan.
Flat battery; locked out of car; lost keys; flat tyre; out of fuel; towing; and subsequent car hire and accommodation costs.	No cover	Cover under the Premium Cover plan, but not the Standard Cover plan (unless otherwise specifically agreed), in accordance with the MPP Booklet Supplementary Pages or in accordance with the NRA Supplementary Page.

Uninvited direct sale

Cancellation:

Some customers may contract for The MPP following an uninvited direct approach, resulting in an uninvited direct sales contract as defined in section 36K of the FTA, and summarised in the MPP Booklet. Consumers may cancel Uninvited Direct Sale Contracts pursuant to section 36M of the FTA:

- (a) within five (5) working days of the agreement date; or
- (b) at any time, if the Dealer has failed to comply with the disclosure requirement in section 36L of the FTA (including obligations as to the form and content of such agreements, provisions of copies to the consumer, notice of consumer's rights to cancel) unless the Dealer's failure is "minor"; and
- (c) notice of cancellation, or notice of an intention to cancel or withdraw from the agreement, can be given either in writing or orally to the Dealer, using the Dealer's contact details on the cover of the MPP Booklet.

¹ MPP Agreement Version 2

² Commerce Commission Fact Sheet publication March 2014: "Extended Warranties".

Limits of liability

The maximum amount which can be claimed for any one repair is limited to the value of \$2000.00 with an UNLIMITED number of repairs.

Special note for particular attention

Some of the conditions of The MPP are highlighted for your attention, to ensure there is no misunderstanding.

1. If your vehicle is still under Manufacturer's Cover, you will enjoy the benefits of The MPP if the car is serviced by us, in accordance with the specifications set out in the owner's manual, at prevailing rates, until that warranty expires. After that, you will enjoy our six-monthly/10,000 km (whichever occurs first) fixed price service plan. (Diesel and Turbo Vehicles may require engine oil changed more frequently in accordance with the specifications set out in the owner's manual). Services and inspections elsewhere will not be approved or recognised.
For example, if you as an owner relocated to another state/province, The MPP would be void unless you return to the selling dealership.
2. It is the owner's responsibility to make this vehicle available for inspection as stated.
3. Repairs will only be effected by our dealership, unless a breakdown occurs outside a 50km radius from the Dealership. Please refer to the Repair Procedure detailed in the MPP Booklet.

Contracting out of the CGA

Save as expressly provided for below, nothing in this MPP Agreement excludes or limits any rights the purchaser may otherwise have under the CGA or FTA.

I/We confirm that the goods/services supplied and to be supplied are being acquired for the purposes of the Purchaser's business, in terms of sections 2 and 43 of the CGA, and accordingly the parties to this MPP Agreement agree that the provisions of the CGA will not apply.

Customer signature (Customer, OR by the Customer's or Customers' authorised representative)

Privacy Policy: your personal information

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Definitions

- "Mechanical Protection Plan Agreement" or "MPP Agreement": this document.
- "FTA": Fair Trading Act 1986.
- "The MPP": your Mechanical Protection Plan, comprising the MPP Agreement and the MPP Booklet..
- "MPP Booklet": the Mechanical Protection Plan Booklet, which the Dealer may make available to prospective customers for their information, and which should be provided to you with this document.
- "NRA": means National Roadside Assist, which is a roadside assistance entitlement.
- "NRA Supplementary Page": means a supplementary page regarding NRA entitlements to be attached to the MPP Agreement where a customer chooses a Premium Cover plan or by agreement as an addition to the Standard Cover Plan.
- "Warrantor": for the purposes of the FTA, the CGA, and this agreement (unless otherwise stated), is the supplier which is the Dealer.
- "Dealer": the Dealer from whom the warranted vehicle and The MPP was purchased.
- "Consumer": for the purposes of the FTA, and the CGA, and this agreement (unless otherwise stated), is the purchaser of the Vehicle and corresponding MPP.
- "Vehicle": the Vehicle identified above in the Vehicle Information part of The MPP.
- "Harrier National": Harrier National New Zealand Ltd including its representatives and agents.
- "Customer": the Customer identified under the heading "Customer Information" in the MPP Agreement.
- "Corporate/business customer": means the legal entity that is the corporate or business customer entity, whether that is a company, partnership, society, or some other legal entity

The following terms when used in the MPP Booklet, carry the following meanings:

- "Customer Contract page": the MPP Agreement.
- "Booklet": the MPP Booklet (including any MPP Booklet Supplementary Pages).

Customer declaration

- I/We:
- A. have read and understood the benefits of The MPP and its terms and conditions, including the provisions of this MPP Agreement and MPP Booklet;
 - B. acknowledge that no benefits are provided or parts are covered in The MPP, other than as expressly provided for in the MPP Booklet;
 - C. understand that failure to have the vehicle serviced by the Dealer in accordance with The MPP (at six monthly intervals or every 10,000 kilometres, whichever occurs first) from the date of delivery of the Vehicle and during the term of the Plan will void The MPP;
 - D. confirm that I/We:
 - i. have read and understood the information relating to "Privacy Policy: collecting your information" in the MPP Agreement;
 - ii. have been directed to Harrier National's Privacy Policy at <http://www.harriernational.nz/Privacy>;
 - iii. understand that the Dealer and Harrier National, as administrator of The MPP will obtain, share, retain and use information supplied by me/us or about me/us (including personal or private information) in accordance with the Harrier National Privacy Policy for the purposes of delivering and administering The MPP; and
 - iv. agree to the Harrier National Privacy Policy (as lawfully updated from time to time) in relation to all matters relating to The MPP.
 - E. confirm that I/We:
 - i. have read and understood the information relating to extended warranties contained in The MPP; and
 - ii. acknowledge that the Dealer responsible for selling The MPP has orally informed me/us of my/our rights to cancel an extended warranty agreement under the FTA as summarised in this MPP Agreement; and
 - F. confirm that I/We:
 - i. have read and understood the information relating to uninvited direct sales contained in The MPP;
 - ii. acknowledge that the Dealer responsible for selling The MPP has orally informed me/us of our rights to cancel an uninvited direct sale agreement under the FTA as summarised in this MPP Agreement; and
 - iii. acknowledge that this was/was not **[delete one as applicable]** an uninvited direct sale **[if neither option is selected then this clause F(iii) does not apply]**.

Customer signature (Customer, OR by the Customer's or Customers' authorised representative)

DD / MM / YYYY

Date

Dealer declaration

I/We confirm that the forgoing agreement is accepted on all of the terms and conditions comprising this MPP.

Dealer stamp or signature

DD / MM / YYYY

Date

Definitions

The definitions in the MPP Agreement apply.

Extended Warranties and the Fair Trading Act 1986 and the Consumer Guarantees Act 1993

This MPP Booklet is, or could be said to be, a form of extended warranty and as a result certain additional protections may be afforded to you under the Fair Trading Act 1986 ("the FTA") and the Consumer Guarantees Act 1993 ("the CGA"). In order to seek to comply with our statutory obligations, aspects of these protections are outlined on the front page of the MPP Agreement that you will be asked to sign (which incorporates the terms and conditions that are contained in this MPP Booklet). It is important that you read and understand that information which is to be read in conjunction with the additional information contained in this MPP Booklet.

Please:

- take you time to familiarise yourself with the full policy terms of The MPP, including the conditions, exclusions, limits and excess (conditions) that apply to your cover under The MPP (as set out in the MPP Agreement itself, and in this Booklet);
- note that the cover offered in accordance with The MPP is intended to complement, and to supplement, and does not replace, supersede or limit your rights under the CGA (which are summarised the front page of the MPP Agreement); and
- note that you have rights to cancel an extended warranty contract under the FTA (those rights are summarised on the front page of the MPP Agreement).

Extended warranties in context: FTA & CGA

Cancellation

This plan is, or could be said to be, a form of extended warranty. Consumers have certain rights in relation to extended warranties under the FTA.

An extended warranty agreement is an agreement that consists of the following three elements (as defined in section 36T of the FTA):

- it is an agreement entered into between a consumer and a warrantor in relation to the purchase of goods or services and at, or at about, the same time as those goods and services are purchased;
- under which the warrantor (directly or through a third party) provides specific warranties, guarantees, or undertakings in relation to those goods or services; and
- for which the consumer pays a price that is separate from, or additional to, the price at which the goods or services are offered for sale.

Pursuant to section 36V of the FTA:

- Consumers may cancel extended warranty purchases:
 - (a) within five (5) working days of the agreement date; or
 - (b) at any time, if the Dealer has failed to comply with the disclosure requirement in section 36U of the FTA (including obligations as to the form and content of such agreements, provisions of copies to the consumer, notice of consumer's rights to cancel) unless this failure is "minor";
- Notice of cancellation, or notice of an intention to cancel or withdraw from the agreement, can be given either in writing or orally to the Dealer, using the Dealer's contact details on the back cover of this Booklet, or in some other mutually agreed manner.
- On cancellation of this agreement, the warrantor must repay the cost of the warranty to you without making any deductions from the amount paid.
- The rules relating to cancellation apply to the purchase of the extended warranty only.

Consumer's rights and remedies and warrantor obligations under the CGA .

Consumers have various rights or "guarantees" under the CGA in relation to the supply of goods and services. For your information these are summarised below (subject to the detail contained in the CGA itself).

The rights you have in relation to goods (i.e. the vehicle covered by this plan and the goods offered under this plan) include that:

- The goods must:
 - (a) be of acceptable quality and durable;
 - (b) be fit for any particular purpose (particularly if one was discussed);
 - (c) match any description given with the vehicle;
 - (d) be free of minor and major faults;
 - (e) arrive on time; and
 - (f) in some circumstances, the manufacturer or importer must also guarantee that spare parts and repair facilities are available for a reasonable time after the vehicle, or other goods, are sold to you.
- In relation to whether the goods are of acceptable quality (including some of the elements above) the standard is what a reasonable consumer fully acquainted with the state and condition of the goods, including any hidden defects, would regard as acceptable, having regard to:
 - (a) the nature of the goods;
 - (b) the price (where relevant);
 - (c) any statements made about the goods on any packaging or label on the goods;
 - (d) the nature of the supplier and the context in which the supplier supplies the goods;
 - (e) any representation made about the goods by the supplier or the manufacturer; and
 - (f) all other relevant circumstances of the supply of the goods.
- Goods will not fail to comply with the guarantee of acceptable quality if:
 - (a) the goods have been used in a manner or to an extent which is inconsistent with the manner or extent of use that a reasonable consumer would expect to obtain from the goods; and
 - (b) the goods would have complied with the guarantee of acceptable quality if they had not been used in that manner or to that extent.
- If a good fails to meet those guarantees, and the failure is serious, you can choose between:
 - (a) a refund of the purchase price on return of the good (unless you delay in contacting the original Dealer and/or Warrantor);
 - (b) replacement with goods of the same type and similar value;
 - (c) repairing the failure; or
 - (d) keeping the goods and having the Dealer and/or Warrantor pay you an amount of money to cover the loss in the goods value.
- If a failure is not serious, you can choose between options (a), (b) and (c) above.
- If any failure makes the goods unsafe, you can also choose between a refund and a replacement but instead of getting the fault repaired you can choose to keep the goods and have the Dealer and/or Warrantor pay you an amount of money to cover the loss in the goods value.
- If you incur extra costs from the failure, the Dealer and/or Warrantor, the Dealer and/or Warrantor must pay you a reasonable amount for damage caused by any failures or for extra costs caused by the failure of the goods including any costs in returning the goods to them.

The rights you have in relation to services (e.g. any services provided to you with the vehicle, and any services provided to you with this plan) include that:

- The services must:
 - be carried out with reasonable care and skill;
 - be fit for any particular purpose (if one was discussed);
 - be finished within a reasonable time subject to agreement; and
 - be supplied at a reasonable price.
- If a service fails to meet those guarantees and the failure can be fixed, you can require the Dealer and/or Warrantor to fix it within a reasonable time.
- If the Dealer and/or Warrantor fails to do this you can:
 - have the failure fixed elsewhere and recover reasonable costs from the Dealer and/or Warrantor; or
 - cancel the contract for the service (unless it is only incidental to the supply of goods).
- If the vehicle that is sold to you, or any goods or services provided to you, fail to comply with any guarantee under this Act:
 - the failure must be remedied within a reasonable time;
 - you must give the Dealer, or the Warrantor if the failure is under this Plan, the first opportunity to remedy the failure;
 - if you have the failure remedied elsewhere, without allowing the Dealer and/or the Warrantor that opportunity to remedy, you will not be entitled to obtain your costs from the Dealer and/or the Warrantor under the CGA; and
 - if the Dealer and/or the Warrantor do not fix the failure within a reasonable time, or the remedial work is insufficient, you can:
 - have the failure fixed elsewhere and recover your reasonable costs from the Dealer and/or the Warrantor; or
 - cancel the contract for the service (unless it is only incidental to the supply of goods).
- In addition, it is important to note that
 - if the Dealer and/or Warrantor that sold you the goods has repaired or replaced them, you have the same rights with that item as you had with the original goods; and
 - if the business that sold you the goods disagrees about the fault, what caused the fault or what remedy you are entitled to, you can go to the Disputes Tribunal, or the Court.

Comparison between the protections awarded by The MPP and your rights under the CGA.

The protection afforded to you under The MPP is in addition to, and does not substitute for, the rights you have under the CGA. If and to the extent that you have a right to claim under the CGA, you need not claim under your warranty.

The following comparison table summarises the cover (guarantees) provided under the CGA and the cover provided by The MPP, and it additional to the summary table provided on the front page of the MPP Agreement.

Issue	CGA Liability	Cover under The MPP
Duration	Unlimited, but dependant on the circumstances.	Cover is provided for a fixed, certain, duration as specified in the Booklet/Terms of Cover, depending on the level of cover: see page 2 of the MPP Booklet.
Roadside assistance cover	No express cover, but costs may be claimed in some circumstances.	If you choose cover including NRA (National Roadside Assist), then assistance is provided for lock out of car, lost keys, no fuel, flat tyres, towing of vehicle and subsequent car hire and accommodation costs depending on the circumstances and level of cover. Roadside assistance often available for a period of time over and above that length of your plan.
Limit on claims	None, but entitlements determined in accordance with the statutory criteria summarised above.	Simple, claims limits specified in the Booklet/Terms of Cover, depending on the level of cover: see page 2 of the MPP Agreement. No limit of number of claims under The MPP Premium cover.
Fault diagnosis	Dependant on specific circumstances.	Diagnostic work covered as specified in the MPP Booklet/Terms of Cover, depending on the level of cover: see pages 6 - 8 of the MPP Booklet.
Out of town breakdown / Roadside assistance	Costs may be recoverable depending on specific circumstances.	As specified in the MPP Booklet/Terms of Cover, depending on cover level.
Wear and tear	Wear and tear caused by a defect is covered but otherwise fair wear and tear not covered (as long as the vehicle is of acceptable quality)	Cover including fair wear and tear, for items specified in the MPP Booklet/Terms of Cover, depending on the level of cover (see pages 6-8 under the heading "Parts Covered" of the MPP Booklet) but not including other parts and elements excluded in page 9 of the MPP Booklet including failure caused by negligence, misuse or inadequate servicing, and not including "maintenance parts", and some parts as per regular routine servicing.
km limit	What a reasonable consumer would expect based on the factors described in the Consumer Guarantees Act 1993, and summarised above.	Cover is limited by mileage, as specified in the MPP Booklet/Terms of Cover, depending on the level of cover: see page 1 of the MPP Agreement.
Fault or failure	Dependant on specific circumstances	Some items covered regardless of fault, as specified in the MPP Booklet/Terms of Cover, depending on the level of cover: see pages 6 - 8 under the heading "Parts Covered" of the MPP Booklet.
Claims process	Cover in accordance with legislative provisions.	Independent claims process: claims submitted to Harrier National to determine cover in accordance with plan.

Uninvited Direct Sales

We expect that, in most cases, The MPP will not be the result of an uninvited direct sale, but in some cases it may result from an uninvited direct sale. We are committed to ensuring compliance with consumer laws and the legal protection of our customers. For those reasons we would appreciate it if you took the time to read the information regarding uninvited direct sales outlined in this MPP Booklet, and in the MPP Agreement.

An "uninvited direct sale agreement" is defined in section 36K of the FTA.

Subject to that statutory definition, an Uninvited Direct Sales Agreement is (to summarise in broad terms, without limiting the full statutory definition) an agreement for the supply, in-trade, of goods or services to a consumer -

- that is made as a result of negotiations (whether or not they are the only negotiations that precede the making of the agreement) between a supplier and the consumer, in person in the consumer's home or workplace, or over the telephone, where the supplier was not invited (by the consumer) to negotiate the supply of goods and/or services; and
- where the price paid or payable by the consumer under the agreement is more than \$100; or cannot be ascertained at the time of supply (regardless of whether the price ultimately paid or payable is \$100 or less).

Consumers have rights to cancel uninvited direct sales agreements, pursuant to section 36M of the FTA. Those rights are summarised on the page 1 of the MPP Agreement.