

Proposal Number

Request &  
Authority To  
Debit

Surname or company name \_\_\_\_\_

Given names or ACN/ARBN \_\_\_\_\_ ("you")

request and authorise CNH Industrial Capital Australia Pty Ltd to arrange for any amount CNH Industrial Capital Australia Pty Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below subject to the terms and conditions of the Direct Debit Request and Service Agreement [and any further instructions provided below].

Account  
Details

Name of account \_\_\_\_\_

BSB number

Account number

Financial institution name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and CNH Industrial Capital Australia Pty Ltd as set out in this Direct Debit Request and Service Agreement.

Payment  
Details

As governed by the obligations outlined in proposal number

Signing

Name of account \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name \_\_\_\_\_  
(If signing for a company, sign and print full name and capacity for signing eg. director)

Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name \_\_\_\_\_  
(If signing for a company, sign and print full name and capacity for signing eg. director)

**Definitions**

<i>account</i>	means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.
<i>agreement</i>	means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i> .
<i>business day</i>	means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
<i>debit day</i>	means the day that payment by <i>you</i> to <i>us</i> is due. <i>debit payment</i> means a particular transaction where a debit is made.
<i>direct debit request</i>	means the Direct Debit Request between <i>us</i> and <i>you</i> (and includes any Form PD-C approved for use in the <i>transitional period</i> ).
<i>transitional period</i>	means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding 12 calendar months from that date.
<i>us or we</i>	means CNH Industrial Capital Australia Pty Ltd, the Debit User <i>you</i> have authorised by signing a <i>direct debit request</i> .
<i>you</i>	means the customer who signed the <i>direct debit request</i> .
<i>your financial institution</i>	is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to debit.

**1 Debiting your account**

- 1.1 By signing a *direct debit request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *direct debit request* and this *agreement* for the terms of the arrangement between *us* and *you*.
- 1.2 We will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*. Or We will only arrange for funds to be debited from *your account* if we have sent to the address nominated by *you* in the *direct debit request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.
- 1.3 If the *debit day* falls on a day that is not a *business day*, we may direct *your financial institution* to debit *your account* on the following *business day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

**2 Changes by us**

- 2.1 We may vary any details of this *agreement* or a *direct debit request* at any time by giving *you* at least fourteen (14) days' written notice.

**3 Changes by you**

- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on **1800 807 934**.
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least **five [5]** days before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving **ten [10] working** days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.

**4 Your obligations**

- 4.1 It is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *direct debit request*.
- 4.2 If there are insufficient clear funds in *your account* to meet a *debit payment*:
  - (a) *you* may be charged a fee and/or interest by *your financial institution*;
  - (b) *you* may also incur fees or charges imposed or incurred by *us*; and
  - (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct
- 4.4 If *CNH Industrial Capital Australia Pty Ltd* is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay *CNH Industrial Capital Australia Pty Ltd* on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

**5 Dispute**

- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on **1800 807 934** and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 5.2 If *we* conclude as a result of our investigations that *your* account has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your* account (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.
- 5.3 If *we* conclude as a result of our investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by providing *you* with reasons and any evidence for this finding.
- 5.4 Any queries *you* may have about an error made in debiting *your account* should be directed to *us* in the first instance so that *we* can attempt to resolve the matter between *us* and *you*. If *we* cannot resolve the matter *you* can still refer it to *your financial institution* which will obtain details from *you* of the disputed transaction and may lodge a claim on *your* behalf.

**6 Accounts**

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your account details* which *you* have provided to *us* are correct by checking them against a recent *account statement*; and
- (c) with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.

**7 Confidentiality**

**7.1** We will keep any information (including *your account details*) in *your direct debit request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of *our employees* or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

**7.2** We will only disclose information that we have about *you*:

Any notice will be deemed to have been received two *business days* after it is posted, to the extent specifically required by law; or

- (a) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

**8 Notice**

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to

**CNH Industrial Capital Australia Pty Ltd, Locked Bag 3, St Marys NSW 1790**

**8.1** We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the agreement listed in the *direct debit request*

**8.2** We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the agreement listed in the *direct debit request*

**8.3** Any notice will be deemed to have been received two *business days* after it is posted.