

**Yorkdale Fine Cars**

8131 Keele St, Concord, Ontario, L4K1Z2

Phone: 416-792-4447 Fax:

www.yorkdalefinecars.ca

**USED VEHICLE SALES CONTRACT**

Dealer #: 5485891

HST #: 853155844

Date: 2022-08-29

BUYER'S FULL NAME <b>SALEH ZARANDAH</b>		DRIVER'S LICENSE NO. <b>Z0535-68449-90321</b>		EXPIRY DATE <b>2022-12-22</b>	
BUYER'S ADDRESS <b>788 JACKPINE WAY</b>		CITY <b>LONDON</b>		PROVINCE <b>Ontario</b>	POSTAL CODE <b>N5X 0L9</b>
PHONE NO. <b>226-504-3385</b>		FAX NO.		E-MAIL ADDRESS	
INSURANCE COMPANY		POLICY NO.	EXPIRY	AGENT	AGENT PHONE NO.

DESCRIPTION OF VEHICLE			
YEAR <b>2018</b>	MAKE <b>Mercedes-Benz</b>	MODEL <b>C-Class</b>	BODY STYLE <b>Sedan</b>
COLOUR <b>Blue</b>	STOCK # <b>3747</b>	VIN # <b>55SWF4KB4JU278092</b>	
DISTANCE TRAVELLED <input type="checkbox"/> THE TOTAL DISTANCE THE VEHICLE HAS BEEN DRIVEN IS BELIEVED TO BE HIGHER <input checked="" type="checkbox"/> KMS. <input type="checkbox"/> MILES. <b>41238</b> <input type="checkbox"/> THE TOTAL DISTANCE THE VEHICLE HAS BEEN DRIVEN IS UNKNOWN AND MAY BE SUBSTANTIALLY HIGHER THAN THE READING SHOWN ON THE ODOMETER			

DELIVERY DATE	THE VEHICLE WILL BE DELIVERED WITH A SAFETY STANDARDS CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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DESCRIPTION OF TRADED-IN		
YEAR	MAKE	MODEL
BODY STYLE	COLOUR	VIN #

DISTANCE TRAVELLED	<input type="checkbox"/> KMS. <input type="checkbox"/> MILES.
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OWING TO	ESTIMATED AMOUNT OF LIEN
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WARRANTY	
COMPANY <b>A-PROTECT</b>	PERIOD <b>24 MONTHS</b>

EXTENDED WARRANTY DESCRIPTION <b>DIAMOND PACKAGE WARRANTY, \$5,000 PER CLAIM, \$150 DEDUCTIBLE, UNLIMITED KMS</b>
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DEALER WARRANTY DESCRIPTION <b>NO DEALER WARRANTY</b>
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FINANCING		
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PAYMENTS <b>78</b>	INTEREST RATE <b>6.39</b>	PAYMENT START DATE
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TOTAL PAYMENT <b>673.19</b>	PAYMENTS TERM <b>78 MONTHS</b>	LENDING INSTITUTION <b>TDAF</b>
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CUSTOMER HAS RECEIVED THE FINANCING DISCLOSURE STATEMENT FROM THE LENDING INSTITUTION. WILL THE DEALER OR SALESPERSON RECEIVE ANY INCENTIVE FOR THE FINANCING OF THIS VEHICLE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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Buyer's Initials

COMMENTS	
<input type="checkbox"/> THE CUSTOMER IS PROVIDED WITH A SEPARATE DISCLOSURE SHEET <b>NO ACCIDENTS</b> <b>ONTARIO VEHICLE</b> <b>CAR SOLD AS SEEN AS EQUIPPED</b>	

SALESPERSON NAME <b>Emad Hassan</b>	REG NO. <b>5563721</b>
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SALESPERSON SIGNATURE
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SALES MANAGER NAME <b>EMAD HASSAN</b>	REG NO. <b>5563721</b>
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SALES MANAGER SIGNATURE
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PURCHASE PRICE CALCULATION	
SALES PRICE	<b>39,888.00</b>
EXTENDED WARRANTY	<b>sign1 3,999.00</b>
OMVIC FEE	
SAFETY	
FINANCE FEE	<b>999.00</b>
TOTAL VEHICLE PRICE	<b>44,886.00</b>
LESS: TRADE-IN ALLOWANCE	
TOTAL VEHICLE PRICE LESS TRADE-IN	<b>44,886.00</b>
H.S.T. ON TOTAL VEHICLE PRICE LESS TRADE-IN	<b>5,835.18</b>
LICENCE FEE	<b>EXTRA</b>
GASOLINE	
PAYOUT LIEN AGAINST TRADE-IN	
TOTAL PURCHASE PRICE	<b>50,721.18</b>
DEPOSIT <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit Card <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Cheque	<b>8,000.00</b>
PAYABLE ON DELIVERY	
LIFE INSURANCE	
LOSS OF INCOME INSURANCE	
ACCIDENT AND HEALTH INSURANCE	
R.S.T. ON INSURANCE	
LIEN REGISTRATION AND ADMIN FEE	
TOTAL TO BE FINANCED	<b>\$42,869.87</b>
COST OF BORROWING % <b>6.39</b>	<b>\$9,638.95</b>
BALANCE OWING	<b>\$42,869.87</b>

Buyer consents to the collection, use and disclosure of personal information by the seller for all purposes consistent with the transaction described in this contract, and provide information about other services of the seller. Buyer may withdraw consent at anytime.

**VEHICLE SOLD "AS IS":** ☐ YES ☒ NO

The motor vehicle sold under this contract is being sold "as is" and is not represented as being in road worthy condition, mechanically sound or maintained at any guaranteed level of quality. The vehicle may not be fit for use as a means of transportation and may require substantial repairs at the buyer's expense. It may not be possible to register the vehicle to be driven in its current condition.

INITIAL IF MOTOR VEHICLE SOLD ON AN "AS IS"

Buyer's Initials

**SALES FINAL** Please review the entire contract, including all attached statements, before signing. This contract is final and binding once you have signed it, unless the motor vehicle dealer has failed to comply with certain legal obligations. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ, UNDERSTAND AND AGREE WITH THE TERMS OF THE CONTRACT, INCLUDING THOSE ON THE REVERSE AND ON THE ATTACHED PAGES.

Buyer's Signature

Co-Buyer's Name

Co-Buyer's Signature

## TERMS AND CONDITIONS

1. **PURCHASE, DELIVERY AND OTHER CONDITIONS:** In addition to any other conditions regarding purchase and delivery of the vehicle, the following conditions apply:
  - a) The buyer acknowledges that the seller will hold all right and title to the vehicle until all amounts owing to the seller under this contract have been paid in full.
  - b) The buyer agrees to complete payment and accept delivery of the vehicle within 7 days of the seller notifying the buyer that the vehicle is available for delivery. If the buyer fails to do so, the seller is entitled to compensation as described in paragraph 2 and 3;
2. **BUYER'S FAILURE OF PAYMENT:** If any form of payment for any whole or partial amount due under this contract is dishonored, refused, or misrepresented, then such payment will be deemed to be unpaid. In this case, the buyer and the seller agree that:
  - a) The unpaid payment is a breach of a fundamental term of this contract and the seller is immediately released from any obligations under this contract;
  - b) The seller is entitled to immediate possession of the vehicle as if the seller had never parted with possession of the vehicle, and the seller may exercise all rights to possession;
  - c) The buyer appoints the seller as the buyer's lawful attorney to transfer title and ownership of the vehicle to or to the order of the seller, and to execute all documents on behalf of the buyer to transfer title and ownership of the vehicle; and
  - d) The buyer will immediately reimburse the seller for all costs, charges, and expenses incurred by the seller that arise out of such refusal, dishonor or misrepresentation, including without limitation, all costs of taking possession, any reasonable cost of repairs, parts, lien payouts, handling and storage expenses, a reasonable selling commission and full indemnity for all legal costs.
  - e) In addition to any other action the seller may take to recover these expenses from any partial payment, deposit or proceeds from the sale of the trade-in vehicle.
3. **BUYER'S FAILURE TO ACCEPT DELIVERY:** If the buyer fails to accept delivery of the vehicle, then:
  - a) The buyer will pay all of the seller's reasonable expenses, including without limitation, loss of profit and expenses for storage and preservation of the vehicle, resulting from the buyer's failure to accept delivery;
  - b) In addition to any other action the seller may take to recover these expenses from any partial payment, deposit or proceeds from the sale of the trade-in vehicle.
  - c) The buyer agrees that the amounts described in subparagraph a) may be retained by the seller not as a penalty but as an agreed portion of liquidated damages payable towards any total damages the seller has suffered.
  - d) The seller may be dispose of the vehicle without any further obligation or liability to the buyer.
4. **CHANGES IN TAX PAYABLE:** Should any change in taxes levied by any level of government between the date of this contract and the actual delivery date of the vehicle have the effect of altering the purchase price of the vehicle, then the buyer and the seller agree that the purchase price will be adjusted to reflect the change in tax.
5. **MISREPRESENTATION THE BUYER REGARDING TRADE-IN VEHICLE:** If the buyer misrepresents any fact or matter about trade-in vehicle, the seller may either cancel this contract or reappraise the value of the trade-in vehicle. Where the seller chooses to so cancel this contract, the buyer must return the vehicle to the seller immediately. If the buyer does not return the vehicle immediately, the seller may repossess the vehicle. The buyer agrees to pay all of the seller's expenses arising out of the misrepresentation, including without limitation, any costs for repossessing the vehicle and for the use, repair and reconditioning of the vehicle, the trade-in vehicle or both. After the buyer returns the vehicle, the seller will return any partial payment, deposit or trade-in vehicle, less the seller's cost arising from such misrepresentation, any reasonable cost of repairs, parts, lien payouts, handling and storage expenses and reasonable selling commission, and the seller may set off any of these foregoing costs against such partial payment, deposit or trade-in vehicle or any of them. If the seller has already sold the trade-in vehicle, the seller will pay the buyer an amount equal to the actual selling price of the trade-in vehicle less the seller's reasonable cost of repairs, parts, lien payouts, handling and storage expenses and a reasonable selling commission. Where the seller so chooses to reappraise the trade-in vehicle, the buyer will pay the seller the difference between the allowance for the trade-in vehicle as indicated in this contract and reappraised value of the trade-in vehicle.
6. **IMPORTANT INFORMATION RESPECTING MOTOR VEHICLE SALES:**  
**IN CASE OF ANY CONCERNS WITH THE SALE, YOU SHOULD FIRST CONTACT YOUR MOTOR VEHICLE DEALER. IF CONCERNS PERSIST, YOU MAY CONTACT THE ONTARIO MOTOR VEHICLE INDUSTRY COUNCIL AS THE ADMINISTRATIVE AUTHORITY DESIGNATED FOR ADMINISTERING THE MOTOR VEHICLE DEALERS ACT 2002. YOU MAY ELIGIBLE FOR COMPENSATION FROM THE MOTOR VEHICLE DEALERS COMPENSATION FUND IF YOU SUFFER A FINANCIAL LOSS FROM THIS TRADE AND IF YOUR DEALER IS UNABLE OR UNWILLING TO MAKE GOOD ON THE LOSS**  
**YOU MAY HAVE ADDITIONAL RIGHTS AT LAW.** CONTACT OMVIC AT 1-800-943-6002 OR [www.omvic.on.ca](http://www.omvic.on.ca)
7. **SAFETY STANDARDS CERTIFICATE:** A safety standards certificate is only an indication that the motor vehicle met certain basic standards of vehicle safety on the date of inspection.
8. **CAMVAP STATEMENTS:**
  - a) **IF CAMVAP IS AVAILABLE:**  
**CANADIAN MOTOR VEHICLE ARBITRATION PLAN**  
THE CANADIAN MOTOR VEHICLE ARBITRATION MAY BE AVAILABLE TO RESOLVE DISPUTES CONCERNING ALLEGED MANUFACTURER'S DEFECTS OR IMPLEMENTATION OF THE MANUFACTURER'S NEW MOTOR VEHICLE WARRANTY.
  - b) **IF CAMVAP IS NOT AVAILABLE;**  
**CANADIAN MOTOR VEHICLE ARBITRATION PLAN NOT AVAILABLE**  
THE MANUFACTURER OF THIS VEHICLE IS NOT A PARTICIPANT IN THE CANADIAN MOTOR VEHICLE ARBITRATION PLAN. THEREFORE, THE PROGRAM UNDER THAT PLAN IS NOT AVAILABLE TO RESOLVE DISPUTES CONCERNING ALLEGED MANUFACTURER'S DEFECTS OR IMPLEMENTATION OF THE MANUFACTURER'S NEW MOTOR VEHICLE WARRANTY.

NOTE: CAMVAP STATEMENTS ARE ONLY REQUIRED IF THE VEHICLE IS THE CURRENT MODEL YEAR OR ONE OF THE PREVIOUS FOUR, OR HAS BEEN DRIVEN LESS THAN 160,000 KM.





# TD Auto Finance Conditional Sale Contract

Fixed Rate or Rate Subject to Variation REFERENCE #: **28725045**

P.O. Box 4086, Station A, Toronto, Ontario M5W 5K3 1-866-694-4392 <https://www.td.com>

<b>Dealer Name: YORKDALE FINE CARS</b> <b>Dealer Address: 8131 KEELE STREET</b> <b>CONCORD ONTARIO L4K1Z7</b>		<b>GST/HST/QST/BN Number:</b>
<b>Full legal name (first, second and last given names) and address of Buyer:</b> <b>SALEH HASSAN SALEH ZARANDAH</b>  <b>788 JACKPINE WAY</b>  <b>LONDON</b> <b>ONTARIO N5X0L9</b>	<b>Full legal name (first, second and last given names) and address of Co-Buyer:</b> <b>HASSAN SALEH MOUSTAFA ZARANDAH</b>  <b>788 JACKPINE WAY</b>  <b>LONDON</b> <b>ONTARIO N5X0L9</b>	<b>Full legal name (first, second and last given names) and address of Co-Buyer:</b>

## Your Loan Agreement

The following information concerning your vehicle loan (the **Loan**) (which includes the **Description of Your Vehicle**, the **Disclosure Statement**, the **Terms and Conditions** and your **credit application for the Loan**) when taken together form the legal agreement which applies to your Loan (the **Agreement**). In your Agreement, the words **you** and **your** refer collectively to the buyer and each co-buyer. The word **dealer** means the above mentioned dealer. The words **we**, **our** and **us** mean the dealer and, after the assignment of the dealer's rights under this Agreement, mean TD Auto Finance (Canada) Inc. (**TDAF**). Your **vehicle** refers to the vehicle described below together with all accessories, additions, spare parts, and attachments to the vehicle, including those described in any document attached to this Agreement. All amounts expressed herein are in Canadian dollars unless otherwise specified.

The dealer agrees to sell to you, and you agree to purchase on the terms and conditions of this Agreement, the vehicle. You agree to pay the purchase price for the vehicle on the terms and conditions of this Agreement.

### Description of Your Vehicle:

Type	Manufacturer	Model	Year	VIN/Serial No	Kilometers Traveled / Hours in Use
<b>AU</b>	<b>MERCEDES-BENZ</b>	<b>C-CLASS</b>	<b>2018</b>	<b>55SWF4KB4JU278092</b>	<b>41000</b>
Intended Use Of Purchased Property: <input checked="" type="checkbox"/> Personal, Family or Household Use <input type="checkbox"/> Other, describe:					

### Disclosure Statement:

The following information is current as of the Date of Advance (line 22 of your Disclosure Statement)

#### Your annual interest rate:

One of the following interest rates applies to your Loan for its term:

☒ Fixed rate: **6.39** % per year for the term of your Loan

☐ Variable rate: TD Prime Rate (currently \_\_\_\_\_ %) plus \_\_\_\_\_ % for the term of your Loan = \_\_\_\_\_ % per year.

The TD Prime Rate means the floating annual interest rate that we announce from time to time in Toronto, Ontario as the reference rate then in effect for determining rates of interest on Canadian dollar loans to customers in Canada.

1 Selling Price (incl. delivery and extras)	\$	<b>40,887.00</b>	18 Net Trade-in Allowance (16-17)	= \$	<b>0.00</b>
2 Warranty/Service Contract	+	<b>3,999.00</b>	19 Total Down Payment (14+15+18)	= \$	<b>8,000.00</b>
3 Gap Contract (optional)	+	<b>0.00</b>	20 Total Amount Financed (13-19)	= \$	<b>42,869.87</b>
4 GST/HST	+	<b>5,835.18</b>	<b>Term, Frequency and Payment Information</b>		
5 PST/QST	+	<b>0.00</b>	21 Principal Amount of Loan	\$	<b>42,869.87</b>
6 Licence	+	<b>0.00</b>	22 Date of Advance		<b>08-25-2022</b>
7 Gasoline	+	<b>0.00</b>	23 Term of Loan		<b>78 months</b>
8 Price	=	<b>50,721.18</b>	24 Amortization Period of Loan		<b>78 months</b>
9 Optional Insurance (incl. taxes)	+	<b>0.00</b>	25 Total Number of Regular Payments		<b>77</b>
10 PPSA Registration Fee	+	<b>56.00</b>	26 Regular Payment Amount	\$	<b>673.19</b>
11 Registering Fee	+	<b>27.69</b>	27 Regular Payment Date	<b>THE 25TH OF EACH MONTH</b>	
12 Administration Fee	+	<b>65.00</b>	28 First Regular Payment Date		<b>09-25-2022</b>
13 Total Cost of Property	=	<b>50,869.87</b>	29 Last Payment Amount	\$	<b>673.19</b>
14 Cash Down Payment	-	<b>8,000.00</b>	30 Last Payment Date		<b>02-25-2029</b>
15 Manufacturer Rebate	-	<b>0.00</b>	31 Remaining Balance at end of Term of Loan	\$	<b>0.00</b>
16 Trade-in Allowance	\$	<b>0.00</b>	32 Total Amount of all Payments made by you		
Year Make Model			((25) x (26) + (29) + (31))	= \$	<b>52,508.82</b>
17 Lien Payout on Trade-in	-	<b>0.00</b>			

**ELECTRONIC AUTHORITATIVE ORIGINAL TO TD AUTO FINANCE (CANADA) INC., COPY TO BUYER, COPY TO DEALER**



**Disclosure Statement (continued)**

<b>Interest and Cost of Borrowing</b>		<b>Provincial/Territorial Disclosures:</b>	
33 Annual Interest Rate (Initial Annual Interest Rate if you choose an Interest Rate subject to variation)	<b>6.39 %</b>	(a) Total Cash Price (8+9) (NS)	= \$
34 Interest Start Date	<b>08-25-2022</b>	(8+9+10+11) (Yuk/Nun)	= \$
<b>Cost of Borrowing</b>		(b) Balance of Total Cash Price ((a)-19) (NS/Yuk/Nun)	= \$
35 Total Interest	\$ <b>9,638.95</b>	(c) Balance Owning ((b)+35+36) (Yuk/Nun)	= \$
36 Lender Administration Fee (12)	+\$ <b>65.00</b>	(d) Aggregate Cost ((a)+35+36) (Yuk/Nun)	= \$
37 Rebate/Discount if you had paid cash (incl. Taxes)	+\$ <b>0.00</b>	(e) Balance of Cash Price (8-19+(f)) (NS) (PEI)	= \$
38 Total Cost of Borrowing	= \$ <b>9,703.95</b>	(f) Fees & Insurance (9+10+11)	= \$ <b>83.69</b>
39 Annual Percentage Rate (Cost of Borrowing expressed as an annual interest rate)	<b>6.44 %</b>	(g) Value Given by You (14+15+16+32)	= \$ <b>60,508.82</b>
		(h) Value Received by You ((8-37)+9+10+11+17)	= \$ <b>50,804.87</b>
		(i) Cash Selling Price (8-37)	= \$ <b>50,721.18</b>

**Interest Calculation:** Your Loan does not have grace or interest free periods. We charge interest from the Date of Advance. We calculate interest daily on the unpaid Principal Amount (line 21 of your Disclosure Statement) using your annual interest rate. You pay interest as part of your regular payment on each Regular Payment Date (line 27 of your Disclosure Statement). If you miss or defer a payment we also charge interest on such missed or deferred payment until it is paid (this results in "compounding of interest"). If your regular payment is due on a Saturday, Sunday or any day we are not open for business in Ontario, your payment will be processed the next day we are open and we will continue to charge interest until we process your payment. We calculate interest using a 365 day year even during a leap year. This means that when the term of your Loan includes a February 29th, the effective annual interest rate charged on the unpaid Principal Amount is equal to the Annual Interest Rate stated above multiplied by a fraction, the numerator of which is 366 and the denominator of which is 365. You will continue to pay interest even after: (1) the Last Payment Date (line 30 of your Disclosure Statement) if there is an unpaid balance of Principal Amount; (2) a default occurs under your Agreement and we demand full payment of the Loan; (3) we obtain a legal judgment against you.

**Variable Interest Rate Loans:** If your Loan is a variable rate loan, the interest rate in line 33 of your Disclosure Statement is your initial annual interest rate. This rate can change. It will go up or down as the TD Prime Rate goes up or down. Any change in your annual interest rate changes the cost of borrowing charges of your Loan and the total amount you must repay. If your annual interest rate goes up it will also cause the amortization period to be longer. If your annual interest rate is greater than \_\_\_\_\_% per year, your regular payments will not cover the interest you owe on each date a regular payment is due. In this case, any interest you do not pay will be added to the Principal Amount and will also be charged interest. We may adjust the amount of your regular payments at any time to ensure that your regular payments will cover the interest you owe on each regular payment date. If we decide to make this adjustment we will notify you in writing.

**Payment Application:** Each payment you make (other than for a specific fee) is applied in the following order: (1) against interest; (2) against the Principal Amount; and (3) against any default charges or administration fees you may owe us.

**Prepaying Your Loan:** You may prepay all or part of the unpaid Principal Amount at any time without charge or penalty. If you prepay all of the Principal Amount, we will refund you a portion of any lender administration fee in accordance with applicable law. We will not refund other portions of the Cost of Borrowing such as interest and any imputed rebate/discount had you paid cash. This refund of the lender administration fee is determined by multiplying the amount of the lender administration fee by a fraction which is the number of days remaining in the term of your Loan divided by the number of days in the entire term of your Loan. For example, if your Loan includes a lender administration fee of \$500, the term of your Loan is 24 months, and you repay the Principal Amount after 12 months, your refund will be \$250. Provided you are not in default under this Agreement, we will pay any refund either by cheque (payable to you and any co-buyer) or by direct deposit to the bank account you use to make your payments. If you are in default under this Agreement, we will apply any such refund to what you owe us.

**Optional Services:** We have included the fees or premiums for services or insurance you purchased in the Principal Amount and have paid the fees or premiums in a lump sum payment to the service provider or insurer. If permitted by law, you may cancel any optional services or insurance of a continuing nature by giving the service provider or insurer 30 days written notice of cancellation. You may also provide shorter notice as described in your service or insurance contract. If you cancel an optional service or insurance, you may receive a refund from the service provider or insurer based on unused services or insurance which you already paid for. You authorize us to direct the service provider to pay us any such refund so it can be applied to what you owe us.

**Default Charges:** We will charge you a fee of \$45.00 (or such other amount as we notify you from time to time) plus any taxes for each cheque or payment item which you use to pay your Loan which is returned. We will also charge interest on the overdue amount, including on overdue interest, until those amounts are paid. We may charge you for our legal costs and other expenses we incur to collect the amounts you owe us and in repossessing and selling your vehicle on default.

**Security and Title:** You give us a security interest in your vehicle (including any attachments, accessions, repairs or replacement parts or other equipment placed on your vehicle) together with all proceeds (which includes insurance proceeds) from such goods to secure the repayment of the Loan (and the payment of all other amounts you may owe us under any other agreement from time to time). We also retain title to your vehicle until you repay your Loan and any other debts you owe us. When you repay your Loan and any other debts you owe us we will discharge our security interest in your vehicle and title to your vehicle will then transfer to you. We may register a financing statement to perfect our security interest in your vehicle and, if permitted by law, you waive your right to receive a copy of any financing statement or financing change statement that we register.

1. **Skipping a Payment:** At your request, we may allow you to skip one or more regular payments. To qualify for a skipped payment, your Loan must be in good standing, meaning that you have made all required payments under your Loan when due. Please note that if you skip a payment the term and amortization period of your Loan will be longer and the date of your last payment may fall on a later date than is set out in your Disclosure Statement. We will charge interest on any skipped payment at your annual interest rate. The additional interest will be due on the date of your last payment. We will confirm the terms on which we allow you to skip one or more payments in writing.

2. **Renewing Your Loan:** If the amortization period of your Loan is longer than the term of your Loan, we may continue to lend you the remaining balance of your Loan for a renewal term. If we choose to renew your Loan, you will repay the remaining balance by making regular monthly payments during the renewal term. We will confirm all of the terms and conditions of the renewal of your Loan (such as how many months your Loan will be extended for, the annual interest rate and the amount of each regular payment) in writing.

3. **Your Promises to Us:** You promise and agree to do the following:

- (a) keep your vehicle in good condition, make and pay for all necessary replacements or repairs, and allow us to inspect your vehicle at any reasonable time. We have no obligation to maintain or repair your vehicle or to obtain or perform any other service the manufacturer or the dealer has agreed to perform.
- (b) ensure that any driver of your vehicle has a current and valid driver's license, and is not prohibited from operating your vehicle.
- (c) operate your vehicle in accordance with the law and with all the requirements of your insurance.
- (d) not give up possession of your vehicle, or transfer, lease, rent or sell your vehicle, without first getting our written consent.
- (e) pay all amounts you owe us when they are due without setoff, counterclaim or defence, even if your vehicle is damaged, destroyed, stolen or does not function properly, and even if you have any claims against or disputes with the dealer or the manufacturer of your vehicle.
- (f) pay all taxes, assessments, license fees and any other charges against your vehicle, and keep your vehicle free and clear of all liens and encumbrances.
- (g) contact us in writing within five (5) days if there is a change in your address.
- (h) not relocate your vehicle out of the province or territory listed in your address above for more than thirty (30) consecutive days, or relocate your vehicle out of Canada, without first getting our written consent.
- (i) complete a condition report (using a form which we approve) about your vehicle or any trade-in vehicle.

4. **Your Statements to Us:** You make and agree to the following statements (**representations**):

- (a) you have entered into a contract with the dealer for the purchase of your vehicle.
- (b) you have examined your vehicle with the dealer, and your vehicle was in good condition and satisfactory when delivered, and the dealer has provided you with any and all information about the history and condition of your vehicle (either by giving you a vehicle history disclosure statement or by another method) as required under applicable law.
- (c) the vehicle you have traded-in is free of all liens and security interests except for any liens and security interests which you have disclosed to the dealer in writing.
- (d) all information and statements you have provided to us in connection with your Loan and this Agreement and in your credit application are true, accurate, and complete.

We make no representations to you about your vehicle or your rights under this Agreement.

5. **Insurance:** You must keep your vehicle insured against total loss, fire or theft for its full insurable value. You can buy insurance from any insurer or agent of your choice who is lawfully permitted to provide such insurance. However, we have the right to disapprove the insurer you choose or the type and amount of insurance you buy. We (TD Auto Finance (Canada) Inc.) must be named as the loss payee on your insurance policy. You will give us proof of insurance if we request it from you. If you do not get the required insurance on your vehicle, we may, at our option, get it for you and add the premium to the Principal Amount. If your vehicle is damaged you will use any insurance monies to repair the vehicle. If your vehicle is lost, destroyed, or seriously damaged, we may, at our option, decide to use the insurance monies to replace your vehicle or to apply them against what you owe us. You must immediately pay us any remaining balance after we apply the insurance monies to what you owe us. You authorize us to receive and endorse insurance cheques and drafts in your name. Optional insurance (life, disability or other) is not provided by us, and you do not have to purchase it.

6. **Paying for our Losses:** Whether or not your vehicle is insured, you must protect us and save us harmless from and against all claims, losses or damages (**losses**) that we suffer because of the use and operation of your vehicle, whether by you or anyone else. We can ask you to pay for our losses or sue you in court to recover them.

7. **Default:** You will be in default under this Agreement if any of the following happens:

- (a) you do not make a payment when it is due.
- (b) you break your promises to us under this Agreement, or any of your statements to us under this Agreement or in your credit application are false or misleading.
- (c) you become bankrupt or insolvent.
- (d) your vehicle is lost, stolen, abandoned, destroyed or damaged beyond repair, or seized by your creditors or any government authority.
- (e) you are in default under any other contract or agreement with us or any of our related or affiliated companies or their successors or assignees.
- (f) anything happens that we reasonably believe endangers your vehicle or negatively affects your ability to repay your Loan.
- (g) we reasonably believe that you or other persons connected to you have committed fraud, or criminal or illegal activity in relation to this Agreement, the Loan or your vehicle, or we determine it would be unlawful for us to continue to provide you with financial services or have this Agreement with you.

8. **Enforcing our Rights:** If you are in default we may do any of the following as permitted by law:

- (a) require that you immediately pay the entire outstanding Principal Amount plus any unpaid interest and any other amounts you owe us.
- (b) sue you to recover all amounts you owe us.
- (c) take possession of your vehicle.
- (d) appoint a receiver.
- (e) cancel any optional insurance or services that we financed for you, and instruct all of these optional insurers and service proceeds or refunds from the cancellation directly to us.
- (f) debit any account you have with us or our affiliates (any member of TD Bank Group) to pay any amounts you owe us.
- (g) exercise any other rights and remedies that we have at law or equity, including under the Personal Property Security Act. You must pay all of our costs and expenses associated with exercising our remedies, including legal fees (on a full indemnity basis) and fees we pay to locate you or to locate, take, hold, repair or sell your vehicle. We can choose to exercise only certain remedies or all of them, and we can exercise our remedies in any order. If we are delayed or omit to enforce any of our rights under this Agreement, this does not mean we have waived these rights, and we may still exercise them.



**9. Repossession and Sale of Your Vehicle After Default:** If we take possession of your vehicle, we are not responsible for any loss or damage to your vehicle (including to any goods located in your vehicle). You authorize us to enter your property to recover your vehicle. We may sell your vehicle in any way permitted by law, which includes tender, public or private sale. You also agree that it will be commercially reasonable for us to sell your vehicle at an auto auction house in a sale open to either all dealers or closed to only those dealers who deal in the brand of your vehicle. Unless prohibited by law, you will still be liable to us for any remaining amount you owe us after we sell your vehicle. This is called a deficiency balance.

**10. Fines, etc.:** If we pay any taxes, insurance premiums, repair costs, liens, tickets, fines, penalties or any other charges or expenses connected to your vehicle, we will add these expenses to the Principal Amount, we will charge interest on these expenses and they will be secured by this Agreement. We may apply any of your monies which come into our possession toward the payment of these amounts.

**11. Governing Law:** This Agreement is governed by the laws of the province or territory indicated above as your address. If any provision of this Agreement contravenes these provincial or territorial laws, the provision will be severed from this Agreement and the rest of this Agreement will remain valid and enforceable. If you are a corporation you waive your rights under the Limitations of Civil Rights Act (Saskatchewan).

**12. Co-Signers:** If more than one buyer is signing this Agreement, each of you is liable both individually and collectively as a group for payment and performance of the Loan and any other obligations owed to us in this Agreement.

**13. Assignment:** You consent to the assignment of this Agreement to TDAF, and you acknowledge that the dealer and TDAF are not agents of one another. We can transfer or assign all or part of our interest in this Agreement, your payments, or your vehicle to others without getting your consent or notifying you. You may only assign this Agreement to another

person if you get our written consent first. We may decide not to give you our consent, or we may give our consent subject to terms, which may include requiring you to pay any fees that we charge for assignments or contract registration changes.

**14. Changes:** We may adjust the amount of your regular payment (and default charges) in a way that is specified in this Agreement. Otherwise, the terms of this Agreement can only be changed if we and you both agree to the changes and the changes are confirmed in writing. Please note that a change in the TD Prime Rate, which affects your annual interest rate if you have a variable interest rate Loan, is not a change that requires your consent. If you breach this Agreement, we may waive the breach in writing. If we waive a breach in writing it does not mean that any additional breach by you is also waived.

**15. Entire Agreement:** This Agreement is the entire agreement between you and us. You agree that the following are incorporated by reference into and form an integral part of this Agreement: (a) the terms of the credit application you submitted to us, including your consent to our collection, use and disclosure of your personal information, (b) the bill of sale, and (c) any other agreement relating to the purchase and sale of your vehicle, including all schedules and disclosures attached to such agreement and all disclosures provided to you by the dealer, including any vehicle history, any disclosures related to internet agreements, remote agreements, or direct agreements (each as applicable), and any use and condition disclosures.

**16. Customer Resolution Process:** If you have a problem or concern you may contact us via the following methods. For a more detailed overview of our complaint handling process, please visit us at <https://www.td.com/to-our-customers/resolving-your-problems/comments.jsp>

**Mail:** TD Auto Finance (Canada) Inc., P.O. Box 4086, Station A, Toronto, Ontario M5W 5K3 **Telephone:** 1-866-694-4392 **Fax:** 1-800-832-8911

Please include your full name, address, telephone number(s) and the details of your concern in your communication. If your request is urgent or requires disclosure of confidential information for resolution, please call us.

## Pre-Authorized Debit Agreement

If you (which also includes any person who has agreed to be a holder of a PAD Account (defined below)) provide your PAD Account Holder Information in the box below and/or if you sign below, you authorize us to debit your account as indicated below or as indicated on a void specimen cheque provided by you, or such other replacement account as indicated on a new void specimen cheque provided by you (each, a **PAD Account**), with the amount of each Regular Payment Amount and the Last Payment Amount on the due date thereof and all other amounts that you may owe to us from time to time under this Agreement. In each case, if the date that such debit is to be made is a Saturday, Sunday or any day we are not open for business in Ontario, then the debit will be made on the next day we are open. The foregoing payment amounts and the due dates thereof may change, but by providing PAD Account Holder information below and signing this Agreement or a separate PAD Authorization, **you waive any requirement that we provide you with pre-notification of any such changes.** You also authorize us from time to time to debit the PAD Account for prepayments and other amounts, which authorization will require a password, secret code or other equivalent of your signature which will constitute valid authorization for the Processing Institution (defined below) to debit the PAD Account for such amounts. You acknowledge that this authorization is for the purposes of personal pre-authorized debits.

You acknowledge that this authorization is being provided for our benefit and the benefit of the financial institution where the PAD Account is held (the **Processing Institution**), and is being provided in consideration of such Processing Institution agreeing to process pre-authorized debit requests (each, a **PAD**) against the PAD Account in accordance with the rules of the Canadian Payments Association.

You may cancel this authorization at any time by giving 30 days prior notice to us. Such notice may be in writing or may be given orally (if we are able to verify your identity). If you cancel this authorization and do not provide us with alternative pre-authorized debit instructions acceptable to us at least two weeks before the next date that a debit is to be made, you must still arrange for payments to be made in accordance with the terms of this Agreement. This authorization only applies to the method of payment under this Agreement and neither this authorization nor cancellation thereof affects your obligations under this Agreement. To obtain a sample cancellation form, or for more information on your right to cancel a PAD agreement, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

You acknowledge: (a) that this authorization to us also constitutes delivery thereof by you to the Processing Institution, and (b) that the Processing Institution is not required to verify that each PAD submitted by us has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring a PAD.

**ELECTRONIC AUTHORITATIVE ORIGINAL TO TD AUTO FINANCE (CANADA) INC., COPY TO BUYER, COPY TO DEALER**

You may dispute a PAD if (1) it was not drawn in accordance with this authorization or (2) you have cancelled this authorization. In order to be reimbursed for a disputed PAD, you must deliver a written declaration that either (1) or (2) above took place to the Processing Institution within 90 days after the date that the disputed PAD was posted to the PAD Account, and if you do not, the disputed PAD must be resolved between you and us. You have certain recourse rights if any debit does not comply with this PAD agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). You warrant to us on a continuing basis that all persons whose signatures are required to deal with the PAD Account have signed this Agreement or have provided a separate authorization, and you agree to provide us with updated information in writing concerning any change to the PAD Account.

**PAD ACCOUNT HOLDER INFORMATION**

<b>Complete this section or attach sample void cheque:</b>	
Name and Address of Processing Institution:	
Processing Institution Number: _____	Transit Number: _____ Account Number _____
The PAD Account Holder confirms that this authorization is for PERSONAL pre-authorized debits, unless noted below.	
For BUSINESS pre-authorized debits, check here _____	

DATED AT \_\_\_\_\_ **CONCORD, ON THIS 25TH DAY OF AUG , 2022.**  
(city, province)

**BUYER SIGNATURE(S):**

By signing below, you acknowledge that you have read all sections of this Agreement and that you agree to all of its terms. You confirm that this Agreement is not for the benefit of any person other than yourself. You acknowledge you have received a completed copy of this Agreement and that this Agreement may be assigned to TDAF. If you have provided PAD Account Holder Information above, or a sample void cheque, you confirm and guarantee that all persons who are required to sign on the PAD Account above have signed this Agreement or a separate PAD authorization. You and each PAD Account Holder also agree to the terms and conditions of the Pre-Authorized Debit Agreement set out above. You acknowledge that any version of this Agreement that you might retain or be provided to by the dealer and / or TDAF is not the original or authoritative record of the Agreement and is strictly intended to be a copy for your personal use and records. If executing this Agreement electronically, you consent to the use and provision of electronic documents in respect of it, and agree that: i) your name and signature shall be affixed to this Agreement and constitute your electronic signature, to the same extent as if you had used your written signature and ii) the use or provision of electronic documents will meet any requirements for such documents to be provided to you in writing, or in a non-electronic format. You represent that you have the means to receive, store, read and print electronic documents.

X \_\_\_\_\_  
Signature of SALEH HASSAN SALEH ZARANDAH

X \_\_\_\_\_  
Signature of HASSAN SALEH MOUSTAFA ZARANDAH

X \_\_\_\_\_  
Signature of

**DEALER SIGNATURE AND ASSIGNMENT:**

This Agreement is accepted by the dealer. The dealer assigns all of its right, title and interests in and to this Agreement and the vehicle to TDAF on the terms and conditions of this assignment and in accordance with the terms and conditions in the Dealer Agreement between the dealer and TDAF.

The dealer warrants title to this Agreement and the vehicle and further represents and warrants to TDAF that: (a) the buyer has made the down payments in the manner set forth in this Agreement; (b) that the vehicle was delivered to and accepted by the buyer on the date of this Agreement; (c) that this Agreement is genuine, legal, valid, binding and enforceable; (d) that any and all information relating to the history and condition of the vehicle (by way of vehicle history disclosure statements or otherwise) as required by applicable law has been provided to the buyer; and (e) that all other facts and signatures set forth in this Agreement are true and correct.

If any of the foregoing representations and warranties prove to be untrue in any material respect then (in addition to any other right or remedy available to TDAF under the Dealer Agreement), the dealer agrees, upon demand of TDAF, to repurchase the Agreement and the vehicle for an amount equal to the outstanding Principal Amount plus all accrued and unpaid interest and all other costs, fees and charges (such purchase being without warranty by or recourse to TDAF), and the dealer further agrees to indemnify TDAF for any other loss or damage suffered by TDAF as a result of the breach of any such representations and warranties.

X \_\_\_\_\_



About the Applicant

☒ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other

<b>SALEH</b> First Name <b>788 JACKPINE WAY</b> Address (Street Address, not a P.O. Box)	<b>HASSAN SALEH</b> Second Name <b>LONDON</b> City	<b>ZARANDAH</b> Last Name <b>ON</b> Province	Social Insurance Number (optional) <b>N5X0L9 2 0</b> Postal Code # Years/Months
Previous Address	City	Province	Postal Code # Years/Months
Residential Status <input type="checkbox"/> Own <input type="checkbox"/> Rent <input checked="" type="checkbox"/> Parents <input type="checkbox"/> Other	\$0.00 Monthly Disbursements Related to Housing (rent or mortgage payment including taxes, utilities etc.)		
( 226 ) 504-3385 Phone Number	( 226 ) 504-3385 Mobile Number	03-21-1999 Date of Birth (mm/dd/yyyy)	
<b>FORT YORK V EFFECTS</b> Employer \$4,500.00 Total Gross Income (From all sources: employment, pension, property, investments) <b>46 SPADINA AVENUE</b> Employer's Address (Street Address, not a P.O. Box)	Self-Employed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Monthly Phone Number (416) 847-8977 # Years/Months 2 0	<b>SG GENERALIST</b> Occupation	
Previous Employer (If less than 2 years)	City	Province	# Years/Months

Financial Information

Assets	Present Value \$	Liabilities	Monthly Payment	Balance Owning
Property (Residential/Cottage)	\$ 0.00	Property (Residential/Cottage)	\$ 0.00	\$ 0.00
Other Assets (stocks, RSP's, vehicles)	\$ 0.00	Leases and other Credit Contracts (Except housing)	\$ 0.00	\$ 0.00
		Total	\$ 0.00	\$ 0.00

About the Co-Applicant (where applicable)

Relationship to Applicant ☐ Spouse/Common Law ☒ Parent ☐ Other

<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms. <input type="checkbox"/> Other	<b>HASSAN</b> First Name <b>788 JACKPINE WAY</b> Address (Street Address, not a P.O. Box)	<b>SALEH MOUSTAFA</b> Second Name <b>LONDON</b> City	<b>ZARANDAH</b> Last Name <b>ON</b> Province	Social Insurance Number (optional) <b>N5X0L9 2 0</b> Postal Code # Years/Months
Previous Address	City	Province	Postal Code # Years/Months	
Residential Status <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Parents <input type="checkbox"/> Other	\$2,000.00 Monthly Disbursements Related to Housing (rent or mortgage payment including taxes, utilities etc.)			
( 416 ) 878-9009 Phone Number	( 416 ) 878-9009 Mobile Number	Email	03-20-1969 Date of Birth (mm/dd/yyyy)	
<b>BABYLON CONSTRUCTION</b> Employer \$7,500.00 Total Gross Income (From all sources: employment, pension, property, investments) <b>1233 HURON STREET</b> Employer's Address (Street Address, not a P.O. Box)	Self-Employed <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Monthly Phone Number (226) 503-1223 # Years/Months 3 0	<b>MANAGER</b> Occupation		
Previous Employer (If less than 2 years)	City	Province	# Years/Months	

Financial Information

Assets	Present Value \$	Liabilities	Monthly Payment	Balance Owning
Property (Residential/Cottage)	\$ 1,200,000.00	Property (Residential/Cottage)	\$ 2,000.00	\$ 567,000.00
Other Assets (stocks, RSP's, vehicles)	\$ 0.00	Leases and other Credit Contracts (Except housing)	\$ 0.00	\$ 0.00
		Total	\$ 2,000.00	\$ 567,000.00



**About the Co-Applicant (where applicable)**Relationship to Applicant ☐ Spouse/Common Law ☐ Parent ☐ Other☐ Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Other

First Name \_\_\_\_\_ Second Name \_\_\_\_\_ Last Name \_\_\_\_\_ Social Insurance Number (optional) \_\_\_\_\_

Address (Street Address, not a P.O. Box) \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_ # Years/Months \_\_\_\_\_

Previous Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_ # Years/Months \_\_\_\_\_

Residential Status ☐ Own ☐ Rent ☐ Parents ☐ Other\$ \_\_\_\_\_  
Monthly Disbursements Related to Housing (rent or mortgage payment including taxes, utilities etc.)( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Phone Number \_\_\_\_\_ Mobile Number \_\_\_\_\_ Email \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_\_Self-Employed ☐ Yes ☒ No ( ) \_\_\_\_\_  
Employer \$ \_\_\_\_\_ Phone Number \_\_\_\_\_ Occupation \_\_\_\_\_Total Gross Income (From all sources: employment, pension, property, investments) ☐ Annual ☐ Monthly # Years/Months \_\_\_\_\_

Employer's Address (Street Address, not a P.O. Box) \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

Previous Employer (If less than 2 years) ( ) \_\_\_\_\_  
Phone Number \_\_\_\_\_ Occupation \_\_\_\_\_ # Years/Months \_\_\_\_\_**Financial Information**

Assets		Present Value \$	Liabilities	Monthly Payment	Balance Owning
Property (Residential/Cottage)	\$	_____	Property (Residential/Cottage)	\$	_____
Other Assets (stocks, RSP's, vehicles)	\$	_____	Leases and other Credit Contracts (Except housing)	\$	_____
			Total	\$	_____

**Disclosure & Consent**

In this Credit Application, "you", "your", and "yours" mean the Applicant and each Co-Applicant. "We", "us", and "our" mean the TD Bank Group\* and any Financier. In the event your Credit Application is declined by TD Bank Group you authorize and direct us and/or the Dealer to submit your Credit Application to one or more alternate finance sources (each a "Financier") for financing purposes. "Dealer" (the supplier of goods and/or services to you) is the dealer who completes this Credit Application and submits it to us for approval. "Information" means personal, financial, credit and other details about you that you provide to us and/or that we obtain from others outside the organization, including through the products and services you use. "Manufacturer" means the manufacturer of the vehicle you are purchasing through this loan and its agents and suppliers.

You agree that the Dealer may obtain, use and share Information set out in this Credit Application. You also agree that the Dealer may use a service provider to allow the exchange of your Information with us. We may advise the Dealer directly or through the Dealer's service provider of our decision to approve or decline this Credit Application. If we decline your Credit Application you agree that any Financier to whom we submit your Credit Application shall also be authorized to obtain, use and share Information about you in the same manner and to the same extent as described in clause (a) under "Consent to Obtain, Use and Share Your Information" below, however, such Financier's opt-out and privacy policies will govern, not those of TD Bank Group.

**Consent to Obtain, Use and Share Your Information.**

- (a) You agree that, throughout our relationship with you, we may obtain, use and share Information about you with: you, credit reporting agencies, governmental agencies responsible for registration of vehicles and/or recording of driver's license information, other lenders, the Dealer and other suppliers of goods and services to you, for the purposes of validating your identity, reviewing and verifying your creditworthiness, servicing the loan and for debt collection and contract enforcement purposes.
- (b) During the term of your loan (and for a period of two (2) years thereafter), we may also share Information, and any updates or corrections to it, with the Manufacturer, the Dealer, or any third party dealer you may subsequently have dealings with for trade-in purposes, their affiliates, agents and suppliers (including a copy of this Credit Application, all of the terms, conditions and status of your loan with us, such as amounts financed and owing, interest rate, whether your loan is in good standing, and whether your loan has been fully or partially repaid, vehicle information (such as year, make, model, VIN, trim), and your contact information and other information (such as salutation, full name, address, email, telephone/mobile numbers, birth year/month, language) for the purposes of:
- (i) administering vehicle sale and loan programs including end of term options available to you;
  - (ii) facilitating the trade-in of your vehicle with our consent; or
  - (iii) enabling the Manufacturer, the Dealer, their agents and suppliers to conduct research, marketing, and analytics, including to better market their products and services, including contacting you with specific offers and promotions which they believe would be of

interest to you. The Manufacturer, Dealer, and others described above may combine this information with other information they have about you across your devices for these purposes. You agree that this consent is in addition to, and not in substitution of, any other consent you have provided. You agree that Information provided to the Manufacturer will be collected, used, and disclosed, including to Dealers, in accordance with its privacy policy.

If you do not wish us to share your contact Information for this purpose, please call us at 1-866-694-4392. Please note that your loan information will continue to be shared in order to administer the loan programs. You must contact the Manufacturer, Dealer or third-party dealer directly if you wish to opt-out of receiving marketing materials from them. Any personal information that you provide directly to the Manufacturer, Dealer or third- party dealer will be governed by their own privacy policies and is not the responsibility of TD Bank Group.

- (c) You also agree that, throughout our relationship with you, we may also obtain, use and share information about you in the manner described in the Privacy Agreement which has or will be provided to you and is available on td.com, for the purposes of providing ongoing service, sharing Information with our affiliates, meeting legal requirements, understanding your financial needs, protecting us both from fraud and error, and marketing products and services to you by telephone, fax, and automatic dialing-announcing device, at the numbers you have provided us, or by internet, mail, email or other methods. If there is a conflict between the provisions of this Credit Application and the Privacy Agreement, the provisions of this Credit Application will prevail.
- (d) You acknowledge that the Dealer is our agent only for the purpose of completing this Credit Application and identification disclosure and submitting it to us for approval.
- (e) You certify that all Information in this Credit Application is true, accurate and complete.
- (f) You confirm that this Credit Application is not for the benefit of any person other than yourself.

The Dealer is not permitted to make any representations or warranties that are inconsistent with the written terms and conditions of any agreement with us.

You have expressly requested that the present Credit Application, Disclosure and Consent and any supporting documents be drafted in the English language. Vous avez, par la présente, expressément requis que la présente Demande de Crédit, le Consentement et tous documents y reliés soient rédigés en langue anglaise.

Date **08-25-2022** Applicant's Signature  Co-Applicant's Signature 

(mm/dd/yyyy)

Co-Applicant's Signature \_\_\_\_\_

\* The TD Bank Group means The Toronto-Dominion Bank and its affiliates, including: TD Canada Trust, MBNA, CUETS Financial, TD Insurance, TD Wealth, TD Direct Investing, TD Auto Finance and TD Financing Services.

**CONSENT TO USE OF  
PERSONAL INFORMATION**

TO: Cox Automotive Canada Company o/a Dealertrack Canada ("**Dealertrack**")  
AND TO: Yorkdale Fine Cars ("**Dealer**")

AND TO: Each finance source (each a "**Financier**") to which Dealer sends through Dealertrack's internet-based loan origination application currently located at [www.dealertrack.ca](http://www.dealertrack.ca) (the "**Portal**"), on my behalf, an application for a loan, lease or financing of an actual or proposed motor vehicle, recreational vehicle, motorcycle, or watercraft acquisition or other asset acquisition as determined by the parties;

AND TO: Each aftermarket provider (each a "**Provider**") to which Dealer sends through the Portal, or independently through Dealertrack's internet-based network (the "**Aftermarket Network**"), on my behalf, an application for an aftermarket product offered by the Provider;

AND TO: Each credit card, debit card or stored value card issuer (each a "**Issuer**") to which Dealer sends through the Portal, on my behalf, an application for a card offered by the Issuer.

1. In this consent:

- (a) the words "I", "me" and "my" refer to the undersigned Applicant and, if applicable, to each of the undersigned Co-Applicants, jointly and severally, and (b) the words "you" and "your" refers to each of, Dealertrack, Dealer, Financier, Provider, Issuer and their respective affiliates and successors and assigns, as well as their respective service providers involved in providing services related to a Transaction (the "**Service Providers**").
- (b) "use" or "using" includes collecting, copying, storing, maintaining, updating, sharing, transferring, disclosing, and providing access to Personal Information (as defined below) in accordance with this Consent.
- (c) "Personal Information" means all identifying information about me, and includes, but may not be limited to: my name; address; telephone (including mobile) number(s); email address(es); date of birth; social insurance number; driver's licence number; mother's maiden name; my employment history; income; information related to vehicle insurance policies, including but not limited to coverage and claim information; and information concerning my credit, including, information obtained through a credit reporting agency or credit investigation or from a credit bureau or financial institution or other person or entity, and all information provided by and relating to me in any credit application.
- (d) "Transaction" means any credit application, price quote, purchase, lease, financing application, card application and/or service of any motor vehicle, recreational vehicle, motorcycle, watercraft, or other asset by or for me, whether in my own name or on behalf of another person or entity, involving the Portal, Aftermarket Network, and/or all ancillary services provided through the Portal or the Aftermarket Network.

2. I certify that all information provided by me in any credit application, card application or other documentation given in connection with a Transaction is true, accurate and complete in all respects.

3. I AUTHORIZE AND CONSENT TO THE COLLECTION AND USE BY YOU OF MY PERSONAL INFORMATION, FOR THE PURPOSE OF INITIATING, PROCESSING OR EXECUTING ANY TRANSACTION REQUESTED BY ME, AND ALL REASONABLE PURPOSES RELATED THERETO, including:

- (a) For legal, regulatory, audit, risk assessment, processing and security purposes (including fraud prevention);
- (b) For purposes permitted by Canadian law or required by Canadian or applicable foreign law;
- (c) To create aggregated and anonymous information that may be used for your business purposes;
- (d) To conduct credit and insurance investigations concerning me from time to time in connection with



a Transaction;

- (e) To exchange my Personal Information with any credit reporting agency, credit bureau, automobile or other asset insurer or aggregator of information for such insurer and/or financier in connection with considering or proceeding with a Transaction;
- (f) To share my Personal Information (including my mobile phone number and my personal email address) with certain Service Providers (including my mobile phone number and/or my mobile service provider) for the purposes of verifying my identity in connection with considering or proceeding with a Transaction"; and
- (g) For the purposes described in Dealertrack's privacy notice as updated from time to time (the "Privacy Notice"). The up-to-date version of the Privacy Notice is accessible at <http://www.dealertrack.ca>. I acknowledge that changes to the Privacy Notice may be made from time to time, and that it is my responsibility to review the Privacy Notice periodically in order to remain up-to-date with any such changes.

4. I acknowledge that, by sending an email to [privacyinquires@dealertrack.com](mailto:privacyinquires@dealertrack.com) or by calling 1-866-360-3863, I may: (1) review and update any Personal Information retained by Dealertrack; and (2) opt out of uses of my Personal Information, provided that I recognize that any such opt-out may prevent completion of the Transaction or of otherwise-provided services.

Applicant:  \_\_\_\_\_  
SALEH ZARANDAH

Date: August 29, 2022

Co-Applicant:  \_\_\_\_\_  
HASSAN ZARANDAH

Date: August 29, 2022

Co-Applicant: \_\_\_\_\_

Date: August 29, 2022



**TD Auto Finance**  
**Client Identification Disclosure Form (Individual)**  
**Reference #: 28725045**

To process the Credit Application, TD Auto Finance (Canada) Inc. ("TDAF") requires the Dealer to examine identification documentation from the list below and to accurately complete this form and include it as part of the funding package that is submitted to TDAF.

**EACH IDENTIFICATION DOCUMENT MUST BE ORIGINAL, AUTHENTIC, VALID AND NOT EXPIRED.**  
**DO NOT MAKE COPIES OF ANY IDENTIFICATION DOCUMENT. IF ANY COPIES ARE MADE IN ERROR, DESTROY THEM IMMEDIATELY.**

**PHOTO IDENTIFICATION METHOD**

**BUYER AND CO-BUYER MUST BE PHYSICALLY PRESENT AT THE TIME YOU ASCERTAIN THEIR IDENTITY**

For each Buyer and Co-Buyer one piece of acceptable photo identification from the list below may be used to verify identity:

- Provincial Driver's License (temporary license is not acceptable)
- Canadian Passport
- Canadian Firearm's License
- Government (Federal or Provincial or Territorial) issued photo ID card  
\*Includes: Enhanced ID Cards (BC, AB, MB), Non-Driver Photo ID card (SK), Photo ID Cards (NB, NL), NEXUS Card (Canada)
- Canadian Certificate of Indian Status with photo
- Canadian Permanent Resident Card;
- Canadian Forces Identification Card with photo
- Provincially issued Health Card (Health cards can NOT be used as identification for Ontario, Manitoba, Nova Scotia or PEI)  
\*Quebec Health Card can only be accepted if offered by the customer

Use the below table to record the required photo identification information:

**DATE ON WHICH ID WAS VERIFIED:** 2022-08-25 (dd/mm/year)

<input checked="" type="checkbox"/> <b>Buyer</b> <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.		<input type="checkbox"/> Sr. <input type="checkbox"/> Jr.
First Given Name <b>SALEH</b>	Second Given Name <b>HASSAN SALEH</b>	Last Name / Surname <b>ZARANDAH</b>
ID # (if applicable): <b>Z05356844990321</b>	ID Type: <b>CANADIAN DRIVER'S LICENSE</b>	Place of Issuance: <b>ONTARIO</b>  Expiry Date: <b>DECEMBER 22, 2022</b>
<input checked="" type="checkbox"/> <b>Co-Buyer</b> <input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.		<input type="checkbox"/> Sr. <input type="checkbox"/> Jr.
First Given Name <b>HASSAN</b>	Second Given Name <b>SALEH MOUSTAFA</b>	Last Name / Surname <b>ZARANDAH</b>
ID # (if applicable): <b>Z05353188690320</b>	ID Type: <b>CANADIAN DRIVER'S LICENSE</b>	Place of Issuance: <b>ONTARIO</b>  Expiry Date: <b>JUNE 4, 2023</b>
<input type="checkbox"/> <b>Co-Buyer</b> <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms. <input type="checkbox"/> Dr.		<input type="checkbox"/> Sr. <input type="checkbox"/> Jr.
First Given Name	Second Given Name	Last Name / Surname
ID # (if applicable):	ID Type:	Place of Issuance:  Expiry Date:

532304 (0921)

## EXTENDED LIMITED WARRANTY APPLICATION

### CUSTOMER / LESSEE INFORMATION

<b>Last Name:</b> ZARANDAH	<b>First Name:</b> SALEH	<b>Initials:</b> S.Z
<b>Address:</b> 788 JACKPINE WAY	<b>City:</b> LONDON	<b>Province:</b> Ontario
<b>Postal Code:</b> N5X 0L9	<b>Home phone:</b> 226-504-3385	<b>Business phone:</b> 226-504-3385
<b>Email:</b> EMAD@YORKDALEFINECARS.CA		

### DEALERSHIP / VEHICLE INFORMATION

<b>Dealership Name:</b> Yorkdale Fine Cars	<b>Phone:</b> 416-792-4447	<b>Vehicle Type:</b> Car
<b>Year:</b> 2018	<b>Make:</b> Mercedes-Benz	<b>Model:</b> C300
<b>Odometer:</b> 41238 Km	<b>Purchase Price:</b> 39888.00	
<b>Fuel:</b> Gas	<b>Transmission:</b> Auto	<b>Engine Size:</b> 2
<b>Body Type:</b> SEDAN	<b>Colour:</b> BLUE	
<b>V.I.N.:</b> 55SWF4KB4JU278092	<b>Name of Lender:</b> TDAF	<b>Business or Commercial use:</b> No

### FACTORY WARRANTY (IF STILL IN EFFECT)

<b>Type of Coverage:</b>	<b>Term of Coverage:</b>	<b>In Service Date:</b>
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### COST OF WARRANTY

<b>Cost of warranty:</b> 3999.00	<b>HST:</b> 519.87	<b>HST Exempt:</b> No	<b>Cost of warranty Total:</b> 4518.87
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### CUSTOMER OBLIGATIONS

The application must be submitted to A-Protect by the selling dealer along with the required fee. This application is intended to be an offer only, requiring acceptance by A-Protect.

**NOTE: To keep your warranty valid, the Customer must maintain and service the vehicle in accordance with the A-Protect Warranty's Maintenance Schedule. (\*Services classified as maintenance are not covered under the warranty.)**

- Standard Oil: 3 Months or 5,000 km (whichever comes first)
- Synthetic Oil: 6 Months or 10,000 km (Whichever comes first)

Oil change records must be reported to A-Protect Warranty within 20 calendar days of having the required maintenance performed on the registered vehicle. Submissions can be completed through the following methods:

- E-mail: [maintenance@a-protectwarranty.com](mailto:maintenance@a-protectwarranty.com) (Please include your Application number as the subject.)
- Mail or Fax to A-Protect.
- Fill in the A-Protect claim submission form or upload your maintenance receipt [a-protectwarranty.com/submit-oil-change-form](http://a-protectwarranty.com/submit-oil-change-form)

\*Do It Yourself\* oil changes are not acceptable. All services must be carried out by a licensed facility.

Please keep all original documentation as A-Protect Warranty reserves the right to review these documents in the event of a claim.

Failure to meet all of the above conditions may result in the warranty being canceled or claim being denied without reimbursement. A grace period of 30 days or 1,000 km will be allowed.

Repairs completed for covered components without prior authorization by A-Protect Warranty will not be reimbursed. (See Terms and Conditions)

**NOTE: For Commercial/Business use vehicles, Unlimited km is not available. The mileage will be capped and restricted to 20,000 km per year (term).**

I certify that I have read, understood, and agreed to the contents of this Extended Limited Warranty Application, and that the selling dealer has made no representations other than those stated in the Terms and Conditions. I understand that any selections made on this warranty cannot be changed after the acceptance by A-Protect Warranty Corporation.

**YORKDALE FINE CARS DIAMOND (UNLIMITED KM) - DIAMOND PACKAGE (POWERTRAIN COVERAGE: \$5000 PER CLAIM, \$150 DEDUCTIBLE)**

- ☒ 36 Months & Unlimited Kms
- ☒ Engine
- ☒ Transmission
- ☒ Transaxle/Differential
- ☒ Towing
- ☒ Trip interruption
- ☒ 4x4/AWD
- ☒ Turbo/Supercharger

### ADDITIONAL OPTIONS:

- ☒ 4x4/AWD
- ☒ Air Conditioning
- ☒ Car Rental
- ☒ Cooling Systems
- ☒ Electrical
- ☒ Front & Rear Suspension
- ☒ Fuel Systems
- ☒ GPS & Tech Package
- ☒ Head Gasket
- ☒ Hi-Tech Elite\*
- ☒ Power Steering
- ☒ Seals & Gaskets
- ☒ Supplementary Parts
- ☒ Turbo/Supercharger
- ☒ Unlimited KM
- ☒ Wear & Tear

DATE OF PURCHASE: 29/08/2022

EXPIRY DATE: 29/08/2025

SELLING DEALER: \_\_\_\_\_



APPLICANT: \_\_\_\_\_



**A-Protect Warranty Corporation**  
**Extended Limited Warranty Service Agreement**  
**TERMS AND CONDITIONS**

**PART 1: DEFINITIONS**

"A-Protect" refers to A-Protect Warranty Corporation.

"Activated Warranty" refers to the warranty application that has been approved and validated by A-Protect.

"Commercial/Business Use" refers to vehicles weighing under 3 tones and is registered to a company/used for business purposes. Unlimited km selected on Commercial/Business use vehicles is not available and the mileage will be capped and restricted to 20,000 km per year (term). Vehicle mileage exceeding 1600 km per month or 20,000 km per year will be classified as Commercial/Business use and subject to the limitations of the Terms and Conditions.

"Contract" refers to the Terms and Conditions of this Agreement between the registered vehicle owner and A-Protect.

"Customer" refers to the registered vehicle owner in which this Agreement applies.

"Custom Package" refers to any non-designated package type offered by the selling dealer or A-Protect.

"Deductible" refers to the specified fee the Customer is required to pay prior to the issuance of any claims paid out under this Contract.

"Designated Warranty Coverage" refers to the warranty packages designated and offered by A-Protect.

"Mechanical Breakdown" refers to the inability of the automotive part to perform the desired function.

"Pre-existing condition(s)" refers to any operating problems due to the functionality of any mechanical parts existing before the purchase of the warranty.

"Selling Dealer" refers to the authorized person through whom the customer may purchase a warranty.

"Warranty Issue Date" refers to the date/time in which the sale of the warranty commences.

"Warranty Coverage Limitations" refers to the parameters in which this contract will be null and void.

**PART 2: DESIGNATED WARRANTY COVERAGE**

*Official services rendered by A-Protect are dependent upon the Terms and selections made on the front page of this application and the premium paid at the time of sale. Additional Options (3.2) that are otherwise not included with the Designated Warranty must be purchased separately. Custom package(s), additional options and/or upgrades, renewals/transfers completed after the sale of the warranty are subject to the Terms and Condition of this Contract.*

**Yorkdale Diamond Warranty** - Maximum of \$5000.00 (CAD) for both mechanical parts and labour per claim. Includes Powertrain Coverage (3.1: A,B,C,D,E,F) and Additional Options (3.2): A,B,C,D,E,F,G,H,I, J,L,M,N,O.

**PART 3: PARTS COVERED AND OPTIONS**

**3.1 Powertrain Coverage**

**A) Engine (Internal damage only):** Engine block, crankshaft, connecting rods, pistons, piston rings, bearings, wrist pins, cylinder head(s), camshafts, valves, valve springs, valve retainers, push rods, guides, lifters, rocker arm assemblies, sprockets, timing chain, timing chain guides, timing chain tensioner, balance shaft, oil pump.

**Exclusions:** Overheating (regardless of cause), catalytic converter, hybrid-specific components, diesel fuel injection systems, intake runner carbon build up, software updates, excessive oil consumption, damage caused by negligence (low fluid levels, over-revving, overheating etc.) and maintenance related issues.

**B) Transmission**

**- Automatic Transmission (Internal damage only):** Transmission case, accumulator, bands, band apply servo, bearings, clutch packs, fluid pump, parking pawl, gear sets, torque converter, input shaft, output shaft, countershaft, and valve body. **Exclusions:** Software updates, all electrical/electronic components, all cooling system components, all seals and gaskets used to contain transmission fluid, any damage caused by negligence (low fluid levels, over-revving, overheating) and other maintenance related issues.

**- Manual Transmission (Internal damage only):** Transmission housing, bearings, input shaft, countershaft, output shaft, synchro assemblies, gear sets, selector shaft, shifter forks.

**Exclusions:** Manual clutch components, shifter components, all electrical/electronic components, all cooling system components, all seals and gaskets used to contain transmission fluid, any damage caused by negligence (low fluid levels, over-revving, overheating, etc.) and other maintenance related issues.

**- Dual Clutch Transmission (Internal damage only):** Transmission housing, bearings, input shaft, countershaft, output shaft, synchro assemblies, gear sets, selector shaft, shifter forks.

**Exclusions:** Clutch components, shifter components, all electrical/electronic components, all cooling system components, all seals and gaskets used to contain transmission fluid, any damage caused by negligence (low fluid levels, over-revving, overheating, etc.) and maintenance related issues.

**C) 4x4/AWD & Differential:**

Transfer case, auxiliary differential – differential housing/case, differential cover, bearings, carrier, pinion shaft, pinion gear, ring gear, spider gears, transfer case housing/case, gears, drive chain, fluid pump, shift fork, synchronizer hub, transfer case clutch, viscous coupling  
**Exclusions:** Electrical/electronic components, propeller/drive shaft, flex disc/joint, hanger/center bearing, axle/cv shaft(s), 4x4 locking hubs, wheel bearings, all seals and gaskets used to contain transfer case fluid/gear oil, any damage caused by a low fluid condition and other maintenance related issues.

**D) Turbo/Supercharger (Internal damage only):**

All internal mechanical components lubricated by engine/supercharger oil; turbocharger/supercharger assembly/housing, internal bearings, turbine wheels, turbine housing, wastegate actuator, wastegate linkage, intercooler, mechanical pressure release valve, diverter valve.

**E) Towing:** A-Protect will reimburse the customer up to \$60.00 per occurrence for towing expenses incurred due to a contract-covered breakdown. Valid receipts must be provided at the time of the claim to be eligible for reimbursement.

**F) Trip Interruption:** A-Protect will reimburse the customer for lodging, meals, bus, taxi with a maximum of \$150 per claim, according to the term of the warranty. If the authorized repair facility is unable to provide same-day service and is further away than 200 km (one way) from the customer's home. Valid receipts must be provided within 7 days of occurrence to be eligible for reimbursement.

**3.2 Additional Options (Optional Coverage)**

**A) Air Conditioning:** A/C compressor, compressor clutch assembly, A/C condenser, evaporator core, receiver/dryer, A/C seals and gaskets (within covered components). **Exclusions:** Refrigerant evacuation and recharge, hoses and lines.

**B) Brakes:** Brake calipers, brake vacuum booster, brake master cylinder, brake flex hoses, hydraulic steel lines and fittings, proportioning valve, wheel cylinders. **Exclusions:** ABS components, brake pads and rotors, brake drums and shoe, parking brake components.

**C) Car Rental:** For covered mechanical breakdowns and if the repairs exceed 24 hours (labour time), A-Protect will reimburse the customer up to \$40 per day (CAD) up to the maximum limit of \$240.00 for the entire duration of the warranty term. Valid receipts must be presented at the time of the claim in order to be eligible for reimbursement.

**D) Cooling System:** Auxiliary water pump, coolant reservoir (overflow/compression tank), radiator cooling fan (electric/mechanical), cooling fan clutch (mechanical), heater core, heater control valve, radiator, radiator cap, thermostat, water pump. **Exclusions:** Cooling system piping, heater hoses, radiator hoses.

**E) Electrical:** Starter motor and solenoid, alternator and voltage regulator, windshield wiper motors, washer pump, blower motor. **Exclusions:** Computerized systems, software update.

**F) Front Suspension:** Control arms (upper and lower), control arm bushings, ball joints (upper and lower), steering knuckles. **Exclusions:** Wheel bearings, tie rod ends.

**G) Rear Suspension:** Control arms (upper and lower), control arm bushings, ball joints (upper and lower). **Exclusions:** Wheel bearings, tie rod ends.

**H) Fuel Systems:** Fuel gauge sender (sending unit), fuel injectors, fuel pressure regulator, fuel pump, fuel tank, direct injection fuel pump, fuel rails.

**I) GPS & Tech Package (original parts):** Back-up camera, digital display/gps monitor (including touchscreen), bluetooth/handsfree module, gps control module, power door lock keypad, keyless entry door handle sensor, keyless entry/remote door lockreceiver, touchscreen interface module, parking assist module and sensors, tire pressure monitoring system module, wi-fi/mobile data control module. **Exclusions:** Physical damage, tire pressure sensors, damage from water infiltration, corrosion or collision, parts not installed by the original manufacturer.

**J) Hi-Tech Elite\*:** Air ride/self-leveling suspension compressor, abs pump, abs/electronic brake control module, abs/wheel speed sensor, camshaft position sensor, crankshaft position sensor, convertible roof motor, cruise control module, cruise control actuator, engine control module and sensors, hvac/climate control module, ignition control module, ignition switch, instrument cluster, power door lock actuators and switches (including trunk/lift gate), power mirror motors and switches, power window motors and switches, power seat motors and switches, power sunroof motor and switch, power liftgate motor and switch transmission control module and sensors, transfer case and differential engagement components, heated mirrors.

**K) Hybrid/Electric:** Drive motor, drive motor control module, electric motor, generator, hybrid control module, hybrid specific transmission/transaxle, voltage converter, inverter, voltage inverter module. **Exclusions:** Battery.

**L) Power Steering:** Power steering pump, power steering rack and pinion, power steering box, electric steering assist motor, seals and gaskets within covered components. **Exclusions:** Power steering lines and hoses, wheel alignment.

**M) Seals & Gaskets:** All those used to contain necessary fluids and lubricants within the covered parts under Powertrain coverage (3.1) - Camshaft seals, crankshaft seal (front and rear), cylinder head gasket, oil pan gasket, timing cover gasket, valve cover gasket, valve guide seals, transmission/transaxle seals and gaskets, transfer case seals and gaskets, differential seals and gaskets. **Exclusions:** "Seeping" or "sweating" is not covered as this is considered normal and acceptable.

**N) Supplementary Parts:** Water pump, motor mounts, oil pan, oil pressure sending unit, harmonic balancer, intake and exhaust manifold, axle shafts, cv joints and boots, timing cover, temperature gauge sending unit, dipstick and tube, flex plate, flywheel, drive shafts & universal joints, hanger bearings, mechanical throttle body, transfer case mounts.

**O) Wear & Tear:** Worn out parts within covered parts of the Powertrain. (3.1).

**P) Unlimited km:** There will be no mileage restriction applicable to the term of the warranty. \*Not applicable to Commercial Business Use vehicles or for vehicles exceeding the mileage average of 1600 km per month or 20,000 km per year.

**Q) Zero Deductible:** The deductible for a claim will be waived if this option is purchased at the time of sale.

\*\*\*Includes only the parts and services listed, all others are not covered. A-Protect Warranty reserves the sole right to choose the components for repairs, and the parts can be new, rebuilt, or of same or greater quality. All exchanged parts removed by A-Protect or the service center will remain the property of A-Protect.

**PART 4: CUSTOMER OBLIGATIONS**

**4.1 Vehicle Servicing & Regular Maintenance** - In order to keep the warranty valid, the Customer is obligated to ensure vehicle servicing is completed in accordance with the A-Protect Maintenance Schedule. All engine oil and filter changes must be checked within the following intervals (whichever comes first from the purchase/lease date): 6 months or 10,000 km (synthetic oil) or 3 months or 5,000 km (standard oil) with all other fluid levels checked at the time of service. The Customer must submit all maintenance records to A-Protect (fax/mail/e-mail/website form) within 20 calendar days of having the required maintenance performed on the registered vehicle. Failure to do so may result in voided claim. A-Protect will permit all maintenance services to be completed within the grace period of 30 days or 1000 km from the date service is required.

A-Protect will not accept "Do-It-Yourself" oil changes and services must be carried out at a licensed repair facility. Failure to produce maintenance records which do not specify details such as service date, itemized list of services completed, odometer readings, VIN# will be considered as non-completion of services. Non compliance with Customer Obligations may result in denied claims and/or full termination of the warranty coverage, without refund and in accordance to the Terms and Conditions of this Agreement

**4.2 Original Vehicle Records & Disclosure** - A-Protect reserves the right to request the Customer for any supporting documents which may include but is not limited to: copy of the original bill of sale, maintenance records (since the purchase/lease date) with proof of payment, prior to the fulfillment of any warranty coverage, activations, claims, upgrades, renewals/transfers requests. If purchased directly from A-Protect, the Customer is required to provide an A-Protect Multi-Point Inspection within 30 days from the date of sale prior to the activation of the warranty. A-Protect reserves the sole right to refuse warranty coverage if the submitted documents do not pass the requirements for eligibility.

**4.3 Claims** - The Customer is obligated to follow all Claim Procedures as outlined in Part 5. Any fluid loss, shop supplies, diagnostic charges, machine shop, alignment storage, non-covered parts and labour and any other miscellaneous items are considered to be payable by the Customer or any limitation as listed on this Agreement.

**PART 5: CLAIM PROCEDURES**

Tel: 416.661.7444 or 1.866.660.6444

Submit a claim online: [www.a-protectwarranty.com/report-a-claim/](http://www.a-protectwarranty.com/report-a-claim/)

*Business Hours: Monday-Friday 9 AM - 5 PM EST*

1. Contact A-Protect during business hours to report the mechanical breakdown submit a claim and obtain an authorized repair facility.
2. Repairs/replacements completed to covered components without prior approval from A-Protect or at an unauthorized repair facility will not be reimbursed or covered.
3. In the event of a mechanical breakdown occurring within 200 km (one-way) of an authorized repair facility, A-Protect reserves the right to request the transfer of the vehicle to an authorized repair facility.
4. A-Protect will pay the authorized repair facility based on the designated coverage less the Customer's deductible, diagnostics, core, and miscellaneous items.
5. For approved claims that are completed at an unauthorized repair facility, the Customer is required to provide an itemized invoice for the repair. A-Protect will reimburse the Customer an amount based on the recognized labour guide and does not exceed the maximum labour rate of \$75.00 per hour. A-Protect reserves the right to refuse any unreasonable repair estimates in relation to alternatives.

**\*For Mechanical Breakdowns that occur after hours -** *If the vehicle is considered safe to drive, the Customer must contact A-Protect the following business day to submit a claim. If the vehicle is considered unsafe to drive, A-Protect will permit the vehicle to be towed to the nearest licensed repair facility provided that a claim is submitted by the Customer/repair facility the following business day. For minor repairs that are covered (under \$500.00), the Customer is permitted to authorize and pay for repairs (receipts required for eligibility) while submitting a claim the following business day.*

#### **PART 6: DEDUCTIBLE\***

Unless Zero Deductible (3.2) is purchased/selected at the time of sale, the Customer is responsible for the deductible amount per claim based on the designated warranty package (Part 2):

- **Yorkdale Diamond** (\$5,000.00 liability): \$150.00 (CAD) Deductible\* per claim.

#### **PART 7: MAXIMUM LIABILITY LIMIT**

The maximum liabilities of A-Protect shall be based on the premium paid at the time of sale and the terms (per claim limit) purchased at the time of application. The total liability over the term of the Agreement shall not exceed either half the value of the Canadian Black Book Value (excluding taxes) or up to \$20,000.00 (CAD), whichever is less.

\*For the warranties with \$5,000.00 or \$10,000.00 liability limits, the single claim limit or liability will be increased to \$5000.00 or \$10,000.00, or half of the purchase price of the vehicle (excluding taxes) at the time of the sale, whichever is lesser.

In a case of multiple issues diagnosed at the same time, all repairs will fall under one claim limit. Any payments and/or reimbursements for claims approved by A-Protect are tax-excluded. Maximum liability limits for the Powertrain are indicated on the front of this agreement. All additional options (3.2) have a maximum liability of \$500.00 per claim.

#### **PART 8: MISCELLANEOUS PROVISIONS**

**8.1 Renewals** - The warranty is renewable for a further period by the Customer, provided that all maintenance records have been kept up-to-date, and an A-Protect Multi-Point Inspection has been completed and submitted prior to the expiry of the existing warranty. Terms and Conditions of this Contract are subject to changes. A-Protect reserve the sole right to accept or reject any renewal application at its discretion.

"No Claims, Double Your Term" is available to the original purchaser, only on a 2, 3 or 4 year term. The Customer must contact A-Protect within 30 days prior to the expiry of the original warranty to be eligible to activate the second term for a processing fee of \$149.00 plus applicable taxes. All requirements must be met with all supporting documents provided to A-Protect, upon request. To qualify the vehicle for the renewable plan, the original warranty must have no claims, paid or pending. A-Protect may offer a substitute warranty package of equal or lesser value if the specifications of the vehicle do not meet the criteria of the original warranty. Not applicable on Top Up, Diamond Plus and Diamond Plus Top Up warranties.

**8.2 Transfers** - The warranty may be transferred to a new owner, provided that the terms of this contract have been adhered to and the original customer has obtained prior approval from A-Protect. A transfer fee of \$150.00 plus applicable taxes must be submitted to A-Protect, along with a copy of the bill of sale and maintenance records, within 20 days from the date of transfer or the request will be refused and fee will be returned. A-Protect requires the submission of all original documents and may require an oil change or vehicle inspection report, payable by the Customer. A-Protect reserves the sole right to accept or reject any transfer application at its discretion. All requirements as per PART 4 of this agreement must be met, with all supporting documents provided to A-Protect upon request.

**8.3 Cancellations** - Reimbursement and cancellation of the warranty must be done through the selling dealer. A-Protect reserves the right to cancel the contract, less any claim costs, if the following has occurred: fraud, material misrepresentation, improper use of the covered vehicle, non-payment by the customer or the selling dealer, or if in A-Protect's sole opinion it appears this is the only way to settle the situation. In case of an accident or repossession, A-Protect will not issue a refund to the Customer. A pro-rated refund will only be issued to the Financial Institution.

If the warranty was directly purchased from A-Protect, in consideration that there are no claims paid or pending, the Customer may cancel the warranty within 10 days of the date the coverage would have commenced, less the administrative fee of \$100.00. In the event A-Protect refuses warranty coverage based on the vehicle not meeting eligibility requirements, A-Protect will issue a full refund within 30 days of the warranty purchase date.

#### **PART 9: WARRANTY COVERAGE LIMITATIONS**

1. Any representation(s) made other than what is stated in this Contract.
2. Non-compliance with the Terms and Conditions of this Agreement (i.e. Failure to provide oil changes)
3. Unauthorized repairs or replacements will not be covered or reimbursed by A-Protect, unless prior approval is obtained.
4. Parts that are otherwise not listed on this Contract (Part 3) or specified as an exclusion of warranty coverage.
5. Damage or loss resulting from the Customer's failure to perform servicing in accordance with the *A-Protect Maintenance Schedule*.
6. Failure or damages caused to a covered part by a non-covered part.

7. Damage or loss which contributed to or caused by the Customer's failure to use all reasonable means to protect the vehicle from further damage following a breakdown. (i.e. continuing to drive vehicle).

8. Pre-existing problems/or conditions or mechanical defects existing prior to the commencement of the warranty, at A-Protect's sole discretion.

9. A-Protect will not be responsible for the arrangement of any towing services or delivery of the vehicle in the event of a claim.

10. A-Protect will not reimburse or be liable for any risks, losses or damages incurred from unauthorized repairs/replacements/teardowns, regardless if the components are covered under the warranty.

11. Normal wear and tear. Includes but is not limited to the repair or replacement of valves, valve seals and/or piston rings where the malfunction causes high oil consumption and/or low compression, stretched timing chains, noisy lifters and bearings are considered normal wear and tear.

12. Any repair or replacement of a part for which the field tolerances have not exceeded the manufacturer's standards or for which the repair facility "recommends/requires/suggests" repair or replacement despite the fact that the part has not failed.

13. A-Protect does not cover gasoline exhaust systems or diesel exhaust parts and fluids (e.g. BlueTEC, AdBlue).

14. A-Protect does not cover emission system components (e.g. Evaporative emission system, exhaust gas recirculation system, positive crankcase, ventilation system, secondary air system, catalytic converters).

15. Risks, losses or damages as a result of a misdiagnosis, improper repair, abuse/negligence, acts of God, vehicle repossession, vehicle collision, fire, theft, water and/or freezing.

16. Risks, losses or damage as a result of rust/corrosion, contamination or loss of fluids, lubricants, anti-freeze and refrigerants, improper type of engine oil or gas or any mechanical failure contributed or caused by burning oil or overheating, regardless of cause.

17. Any loss or damage caused by lack of necessary and proper amount of lubricants or coolants including damage caused by the failure of water hoses, radiators or their connections or in the transmission oil cooler lines.

18. Time delays to complete a repair which may include but is not limited to: loss of vehicle use, time, profit, inconvenience, inability to obtain parts, or any other incidental or consequential loss resulting from a covered mechanical breakdown or failure.

19. Damage, injury or death (inclusive of costs or expenses, legal or otherwise related) of any kind of nature suffered by any person, firm or corporation, regardless if damage/injury was caused by the vehicle or its parts.

20. Repairs to carbonized, burned valves and/or seized piston rings.

21. Miscellaneous costs which are not covered under this Contract required for a necessary or covered repair. This includes but is not limited to: diagnostic charges, shop supplies, alignments, storage fees, computer/module programming, machine shop charges, fluid loss, adjustments, tune ups, regular servicing and maintenance etc.

22. Repairs covered partly or in full by the Manufacturer Warranty or any other warranty/insurance company. This may include but is not limited to duplication of coverage, defects, factory recalls, bulletins, and/or manufacturer public announcements.

23. Vehicle odometer reading has been altered, tampered with or is not immediately repaired by the Customer.

24. Vehicles-for-hire to the public, or vehicles equipped with a snowplow, emergency vehicles, courier or delivery vehicles, daily rental vehicles, or vehicles used for other purposes, taxis, driving school vehicles, limos, and/or vehicles used for racing or driving competitively.

25. Vehicles pulling over 1 tonne load, prior approval must be obtained from A-Protect at the time of sale.

26. Vehicle modifications from original manufacturing specifications, or are not factory-installed (includes air conditioning, turbo/superchargers and cruise control).

27. A-Protect does not cover used parts.

28. Loss or damage as a result of incorrect tires/rims, emissions or exhaust modifications, fuel systems or ignitions modifications, any after-factory modifications such as add-ons, high performance parts, equipment or accessories and/or snow plow.

29. Vehicle mileage exceeding 2500 km per month or 30,000 km per year will be classified as Commercial/Business use and subject to the Terms and Conditions.

30. United States residents, unless prior approval is obtained from A-Protect at the time of sale.

*\*Terms and Conditions of this Agreement are subject to change without notice.*

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CID 204-206-207/621

INITIALS: 