Terms & Conditions of Trade

- Definitions

 "Pit Stop" means Pit Stop Limited, its successors, assigns, authorised franchise of Pit Stop, or any person acting on behalf and with the authority of Pit Stop Limited.
 "Customer" means the persons purchaining the Works as specified in any invoice, 8.2 document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
 "Works" means all Works provided by Pit Stop to the Customer at the Customer's request from time to time (and where the context so permits shall include any supply of Parts as beginning for defined).
- "Parts" shall mean Parts supplied by Pit Stop to the Customer either separately, or as part of the Works (and where the context so permits shall include the provision of Works as
- defined above).
 "Price" means the Price payable for the Works as agreed between Pit Stop and the 1.5 Customer in accordance with clause 4 below

Acceptance

- The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts of the Works
- These terms and conditions may only be amended with Pit Stop's consent in writing and shall prevail to the extent of any inconsistency with any other document or agree between the Customer and Pit Stop.

Change in Control

The Customer shall give Pit Stop not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name address, contact phone or fax numbers, or business practice). The Customer shall be liable for any loss incurred by Pit Stop as a result of the Customer's failure to comply with

Price and Payment

- At Pit Stop's sole discretion the Price shall be either:

 (a) as indicated on any invoice provided by Pit Stop to the Customer; or
- (b) the Price as at the date of provision of the Works according to Pit Stop's current price
- (c) Pit Stop's estimated Price (subject to clause 5) which shall not be deemed by upon Pit Stop as the actual Price can only be determined upon completion of the Works. Pit Stop undertakes to keep the Customer informed should the actual Price
- Works. Pit Stop undertakes to keep the Customer informed should the actual Price look likely to exceed the original estimate; or (d) Pit Stop's quoted Price (subject to clause 5) which shall be binding upon Pit Stop provided that the Customer shall accept Pit Stop's quotation in writing within fourteen (14) days of issue.

 At Stop's sole discretion, a deposit may be required.

 Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date's determined by Pit Stop, which may be:

 (a) on completion of the Works;

 (b) by way of instalments/progress payments in accordance with Pit Stop's payment schedule:

- (b) by way of instalments/progress payments in accordance with Pit Stop's payment schedule;
 (c) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 (d) the date specified on any invoice or other form as being the date for payment, or
 (e) failing any notice to the contrary, the date which is seven (7) days following the date 9.3 of any invoice given to the Customer by Pit Stope.

 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit 9.4 card (plus a surcharge of up to two and a half percent (2.5%) of the Price), or by any other method as agreed to between the Customer and Pit Stop.

 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to Pit Stop an amount equal to any GST Pit Stop must pay for any 9.6 provision of Works by Pit Stop under this or any other agreement. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition to the Price except where they are 10.1 expressly included in the Price.

Additional Charge

- ditional Charges
 Stop reserves the right to change the Price:
 If a variation to the Works which are to be provided is requested; or
 where additional Works are required due to the discovery of hidden or unidentifiable
 difficulties (including, but not limited to, further faults which are found upon
 disassembly and/or further inspection) which are only discovered upon 10.3
 commencement of the Works; or
 - in the event of increases to Pit Stop in the cost of labour or Parts which are beyond
- Pit Stop's control. Where Pit Stop is requested to store the Customer's Parts or vehicle, or where Parts or vehicles are not collected within twenty-four (24) hours of advice to the Customer that they are ready for collection, then Pit Stop (at its sole discretion) may charge a fee of twenty-five dollars (25) per day for storage. For roadside assistance, a minimum call-out fee shall be applicable, which shall be
- 5.3 reased for any after-hours call-outs
- All tow and/or salvage fees will be charged to the Customer, and will be added to the
- Price.

 12.

 If Pit Stop has been requested by the Customer to diagnose a fault that requires 12.1 disassembly and/or testing, all costs involved will be charged to the Customer irrespective of whether or not the repair goes ahead.

 The Customer acknowledges and agrees that Pit Stop shall be entitled to:

 The Customer acknowledges and agrees that Pit Stop shall be entitled to: 5.5
- - retain any components replaced during the provision of the Works; and the right to retain all proceeds obtained from the sale of such components to any
- auto recycler or salvage yard.

Provision of the Works

- Where Pit Stop is to provide any Works at the Customer's nominated address, then the Customer shall be liable for all costs incurred by Pit Stop from the time they depart from, and until they return to, their normal place of work (including, but not limited to, mileage and time calculated at Pit Stop's standard rates and any Parts purchased for the Works).
- Pit Stop may provide the Works in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- Any time or date given by Pft Stop to the Customer is an estimate only. The Customer must still accept provision of the Works even if late, and Pft Stop will not be liable for any loss or damage incurred by the Customer as a result of this.

- Risk
 IF PII Stop retains ownership of the Materials under clause 8.1 then, where Pit Stop is supplying Parts only, all risk for the Parts shall immediately pass to the Customer on delivery and the Customer must insure the Parts on or before delivery. At Pit Stop's sole 13.2 discretion, any costs of delivery (or redelivery where the Customer is unable to take delivery of the Parts as arranged) shall be in addition to the Price. Delivery of the Parts 13.3 shall be deemed to have taken place immediately at the time that either:

 (a) the Customer or the Customer's nominated carrier takes possession of the Parts at Pit Ston's address: or

- shall be deemed to have taken piace immediately at the intermediate quantities.

 (a) the Customer or the Customer's nominated carrier takes possession of the Parts at Pit Stop's address; or

 (b) the Parts are delivered by Pit Stop or Pit Stop's nominated carrier to the Customer's nominated delivery address (even if the Customer's not present at the address). If any of the Parts are damaged or destroyed following delivery but prior to ownership passing to the Customer. Pit Stop is entitled to receive all insurance proceeds payable for the Parts. The production of these terms and conditions by Pit Stop is sufficient evidence of Pit Stop's rights to receive the insurance proceeds without the need for any person dealing with Pit Stop to make further enquiries.

 If the Customer requests Pit Stop to leave Parts outside Pit Stop's premises for collection or to deliver the Parts to an unattended location then such Parts shall be left at the Customer's cole insit.

 The Customer acknowledges that Pit Stop is only responsible for Parts that are replaced by Pit Stop and that in the event that other components subsequently fail, the Customer agrees to indemnify Pit Stop against any loss or damage to the vehicle, Parts, or caused by the components, or any part thereof howsever arising.

 Pit Stop shall not be liable for the loss of or damage to the vehicle, its accessories or contents while being serviced or being driven in connection with the authorised Works (including in the event of a call-out; it shall be the Customer's responsibility to remain with the vehicle to ensure security of the same), unless caused by the negligence of Pit Stop or Pit Stop's employees.

- une uscomer's responsibility to ensure that the vehicle is insured against all possible age (including, but not limited to, the perils of accident, fire, theft and burglary and all or usual risks) whilst stored at Pit Stop's premises. The vehicle is at all times stored repaired at the Customer's sole risk.

The Customer acknowledges and agrees that the Customer's obligations to Pit Stop for the provision of Works shall not cease, and subsequent ownership of the Parts shall not

- (a) the Customer has paid Pit Stop all amounts owing for the Works; and
 (b) the Customer has met all other obligations due by the Customer to Pit Stop in
 respect of all contracts between Pit Stop and the Customer.
 Receipt by Pit Stop of any form of payment other than cash shall not be deemed to be
 payment until that form of payment has been honoured, cleared or recognised.
 It is further agreed that:
 (a) until ownership of the Parts passes to the Customer in accordance with clause 8.1
 that the Customer is only a bailee of the Parts and must return the Parts to Pit Stop
 on request.

- on request.

 the Customer holds the benefit of the Customer's insurance of the Parts on trust for 16.

 Parts being lost, damaged or destroyed.

 the Customer must not sell, dispose, or otherwise part with possession of the Parts other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Parts then the Customer must hold the proceeds of any such act on trust for Pit Stop and must pay or deliver the proceeds 16.3

 be Pit Stop on demand.
- the Customer should not convert or process the Parts or intermix them with other Parts but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Pit Stop and must sell, dispose of or return the resulting
- product to Pit Stop as it so directs. product to Pit Stop as it so directs.
 the Customer irrevocably authorises Pit Stop to enter any premises where Pit Stop
 believes the Parts are kept and recover possession of the Parts.
 Pit Stop may recover possession of any Parts in transit whether or not delivery has
- (f)
- occurred.

 the Customer shall not charge or grant an encumbrance over the Parts nor grant nor otherwise give away any interest in the Parts while they remain the property of Pit (q)
- (h) Pit Stop may commence proceedings to recover the Price of the Parts sold 16.4 notwithstanding that ownership of the Parts has not passed to the Customer.

Personal Property Securities Act 1999 ("PPSA")

Upon assenting to these terms and conditions in writing the Customer acknowledges and grees that

- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (b) a security interest is taken in all Parts previously supplied by Pit Stop to the Customer (if any) and all Parts that will be supplied in the future by Pit Stop to the

The Customer undertakes to:

- (a) sign any further documents and/or provide any further information (such information 16.7 isign any further documents and/or provide any further information (such information 1or be complete, accurate and up-to-date in all respects) which Pit Stop may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;

 17. indemnify, and upon demand reimburse, Pit Stop for all expenses incurred in 17.1 registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Parts charged thereby;

 18. in the property Securities Register or releasing any Parts charged thereby;

 18. in the property Securities Register or releasing any Parts charged thereby;

 18. in the property Securities Register or releasing any Parts charged thereby;

 18. in the property Securities Register of releasing any Parts charged demand without the prior written consent of Pit Stop; and immediately advise Pit Stop of any material change in its business practices of selling the Parts which would result in a change in the nature of proceeds derived from such sales.

- Pit Stop and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the 17.3 PRI Stop and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126 127, 129, 131 and 132 of the PPSA.
- 151 and 152 of the PFSA.
 hervise agreed to in writing by Pit Stop, the Customer waives its right to receive
 tion statement in accordance with section 148 of the PPSA.
 omer shall unconditionally ratify any actions taken by Pit Stop under clauses 9.1

charge
of Pit Stop agreeing to provide the Works, the Customer charges all of its Security and change in consideration of Pit Stop agreeing to provide the Works, the Customer charges all of its injohts, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

The Customer indemnifies Pit Stop from and against all Pit Stop's costs and sibsursements including legal costs on a solicitor and own client basis incurred in 18, exercising Pit Stop's rights under this clause.

18:1

The Customer irrevocably appoints Pit Stop and each director of Pit Stop as the Customer's trevocable altomery's to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Customer's trevocable.

Customer's Disclaimer

Customer's Discalliner.

The Customer hereby disclaims any right to rescind, or cancel any contract with Pit Stop or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by Pit Stop and the Customer acknowledges that the Works are acquired relying solely upon the Customer's skill and judgment

The Customer shall inspect the Works on provision and shall within the earlier of twenty (20) days of such time (being of the essence) notify Pit Stop of any alleged defect, error or omission, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Pit Stop or opportunity to inspect the Works within a reasonable time following such notification if the Customer believes the Works are defective in any way. If the Customer shall fail to comply with these provisions the Works beleater in any way, in the customer standard ordinary with these provisions are wrons shall be presumed to be free from any defect or damage. For defective Works, which Pit Stop has agreed in writing that the Customer is entitled to reject, Pit Stop's liability is limited to either (at Pit Stop's discretion) replacing the Works or repairing/rectifying the 19.2

- Returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 12.1; and(b) Pit Stop has agreed in writing to accept the return of the Parts; and
- the Parts are returned at the Customer's cost within twenty (20) days of the delivery 20.1
- date; and
 (d) Pit Stop will not be liable for Parts which have not been stored or used in a proper
- (e) the Parts are returned in the condition in which they were delivered and with all
- (e) the Parts are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

 Pil Stop may (in its discretion) accept the return of Parts for credit but this may incur a 20.2 handling fee of ten percent (10%) of the value of the returned Parts plus any freight.

 Non-stocklist items or Parts made to the Customer's specifications are under no circumstances acceptable for credit or return.

Varranty

Subject to the conditions of warranty set out in clause 14.2, Pit Slop warrants that if any defect in any workmanship of Pit Stop becomes apparent and is reported to Pit Stop within either two (2) morths of the date of delivery or five hundred kilometres (50km), time being of the essence, then Pit Stop will either (at Pit Stop's sole discretion) replace or 21.2 remedy the workmanship.

The conditions applicable to the warranty given by clause 14.1 are:

(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

(i) failure on the part of the Customer provide proper maintenance; or

(ii) failure on the part of the Customer to follow any instructions or guidelines 21.4 provided by Pit Stop; or

(iii) any use other than for any application specified on a quote or order form; or

(iv) any use in competitive motor sport and/or for off-road use; or

(v) the continued use after any defect becomes apparent or would have become apparent to a reasonably prodent operator or user; or

(iv) flair wear and tear, any accident or act of God.

(b) the warranty shall cease and Pit Stop shall threather in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Pit Stop's consent.

(c) in respect of all claims Pit Stop shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim;

(d) warranty repairs exclude fluids, belts, gaskets, or other consumables (unless 21.8 expressly covered by warranty);

The warranty shall be the current warranty provided by the manufacturer of the Parts, unless specifically stated otherwise by Pit Stop.

14.4 If a vehicle or component is submitted for repair under a warranty or insurance claim, and the claim is declined or payment delayed, the Customer is liable for payment and agrees to nay for any such repair

Consumer Guarantees Act 1993

If the Customer is acquiring works for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the provision of Works by Pit Stop to the Customer.

- The Loan Car shall at all times remain the property of Pit Stop and are returnable on
- The Loan Car shall at data unless remains to properly.

 The Loan Car may only be driven during the period of loan by the Customer or any other person that Pit Stop agrees may drive the Loan Car and then only if they hold a current driver's licence appropriate for the Loan Car at the time when they are driving it.
- (a) ensure that all reasonable care is taken in handling and parking the Loan Car and
- (a) ensure that all reasonable care is taken in handling and parking the Loan Car and that it is left securely locked when not in use.
 (b) keep the Loan Car in the Customer's own possession and control and shall not allow the use of the Loan Car yany third party.
 (c) not alter or make any additions to the Loan Car including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Loan Car or in any other manner interier with the Loan Car.
- (d) keep the Loan Car, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Pit Stop to the Customer. In the event that the Loan Car is not returned in clean condition then Pit Stop reserves the right to charge the Customer for all costs Pit

Stop incurs in cleaning the Loan Car.

The Customer acknowledges and agrees that they shall not permit any form of charge to be applied in relation to the Loan Car and further agrees that they shall not be entitled to

any form of lien over the Loan Car.

The Customer shall be liable for any parking or traffic infringements, or related impoundment, towage and storage, and will supply all relevant details as required by the Police (and/or Pit Stop) relating to any such parking or traffic infringements or any other

Police (and/or I's Disp) reasons on any second particular of the confidences. The Customer, by signing this agreement, accepts that they shall be liable to Pit Stop for any loss of, or damage to, the Loan Car and consequential loss to the full extent of any insurance excess (where applicable). In the event insurance is rendered invalid by any action of the Customer shall be liable to Pit Stop for the full cost of repairing or replacing the Loan Car (whichever is the lesser). Any excess applied (plus GST) shall be for each and every claim. Window glass damage or hankbare also carries a separate excess.

Default and Consequences of Default
Interest on overdue invoices shall accrue daily from the date when payment becomes
due, until the date of payment, at a rate of two and a half percent (2.5%) per callendar
month (and at Pit Stop's sole discretion such interest shall compound monthly at such a
rate) after as well as before any judgment.
If the Customer owes Pit Stop any money the Customer shall indemnify Pit Stop from and
against all costs and disbursements incurred by Pit Stop in recovering the debt (including
but not limited to internal administration fees, legal costs on a solicitor and own client
basis, Pit Stop's collection agency costs, and bank dishonour fees).
Without prejudice to any other remedies Pit Stop may have, if at any time the Customer is
in breach of any obligation (including those relating to payment) under these terms and
conditions Pit Stop may suspend or terminate the provision of Works to the Customer. Pit
Stop will not be liable to the Customer for any loss or damage the Customer suffers
because Pit Stop has exercised its rights under this dause.
Without prejudice to Pit Stop's other remedies at law Pit Stop shall be entitled to cancel all
or any part of any order of the Customer which remains unfulfilled and all amounts owing
to Pit Stop shall, whether or not due for payment, become immediately payable if:
(a) any money payable to Pit Stop becomes overtue, or in Pit Stop's opinion the
Customer will be unable to make a payment when it falls the creditors or proposes
or enters into an arrangement with creditors, or makes an assignment for the benefit
of its creditors; or
(c) a receiver, manager, liquidator (provisional or otherwise) or similar nerson is

- or enuers into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Cancellation

Pit Stop may cancel any contract to which these terms and conditions apply or cancel provision of the Works at any time before the Works are commenced (or Parts delivered) by giving written notice to the Customer. On giving such notice Pit Stop shall repay to the Customer rany money paid by the Customer for the Works. Pit Stop shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer cancels provision of the Works, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Pit Stop as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Parts made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once an order has been placed.

18.2

Privacy Act 1993

- - Customer authorises Pit Stop or Pit Stop's agent to:

 access, collect, retain and use any information about the Customer;

 (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of assessing the Customer's creative trainers, or disclose information about the Customer, whether collected by Pit Stop from the Customer directly or obtained by Pit Stop from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

 Where the Customer is an individual the authorities under clause 19.1 are authorities or
- - consents for the purposes of the Privacy Act 1993.

 The Customer shall have the right to request Pit Stop for a copy of the information about the Customer retained by Pit Stop and the right to request Pit Stop to correct any incorrect information about the Customer held by Pit Stop.

Unpaid Seller's Rights

Where the Customer has left any item with Pit Stop for repair, modification, exchange or for Pit Stop to perform any other service in relation to the item and Pit Stop has not received or been tendered the whole of any moneys owing to it by the Customer, Pit Stop shall have, until all moneys owing to Pit Stop are paid:

(a) allen on the item; and (b) the coop due back. (b) the night to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lien of Pit Stop shall continue despite the commencement of proceedings, or judgment for any moneys owing to Pit Stop having been obtained against the Customer.

General

The failure by Pit Stop to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Pit Stop's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invaid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall be invaid, prejudiced or impaired.

These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts.

Pit Stop shall be under no liability whatscever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Pit Stop of these terms and conditions (alternatively Pit Stop's liability shall be limited to damages which under no circumstances shall exceed the Prior.

The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Pit Stop nor to withhold payment of any invoice because part of that invoice is in disput.

Pit Stop makes a change to these terms and conditions, then that change will be taken to have accepted such changes if the Customer agrees that Pit Stop may amend these terms and conditions at any time. If Pit Stop makes a change to these terms and conditions, then that change will take effect from the date on which Pit Stop makes a change to these terms and conditions, then that change will take effect from the date on which Pit Stop notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for Yes Stop to provide Works to the Customer.

Neither party, shall be liable for any default due to any act of God, war, terrorism, strike lock-out, industrial actor, fire, flood, storm or other event beyond the reasonable control of either party.

100x-0ur, intuosing the state of either party.

The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Chase - Terms of Trade