Terms & Conditions of Trade

1. Definitions

1.1 "**Contract**" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.

1.2 "**Pit Stop**" means Pit Stop Limited T/A Pit Stop, its successors and assigns or any person acting on behalf of and with the authority of Pit Stop Limited.

1.3 "**Customer**" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Pit Stop to provide the Works as specified in any proposal, quotation, order, invoice or other documentation, and:
(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
(c) if the Customer is a part of a trust, shall be bound in their capacity as a trustee; and
(d) includes the Customer's executors, administrators, successors and permitted assigns.

1.4 "**Works**" means all Works or Parts (including but not limited to any lubricants/oils etc.consumed during the course of the services) supplied by Pit Stop to the Customer at the Customer's request from time to time (where the context so permits the terms 'Works' or 'Parts' shall be interchangeable for the other).

1.5 "**Vehicle**" shall mean any loan Vehicle supplied by Pit Stop to the Customer. The Vehicle shall be described in this Contract or on any other forms as provided by Pit Stop to the Customer, and includes any parts, components, accessories and contents supplied by Pit Stop.

1.6 "**Confidential Information**" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "**Personal Information**" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.

1.7 "**Cookies**" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. **If the Customer does not wish to allow Cookies to operate in the background when using Chase's website, then the Customer shall have the right to enable / disable the Cookies first on their computer or device.**

1.8 "**Price**" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Works as agreed between Pit Stop and the Customer in accordance with clause 6 below.

2. Acceptance

2.1 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 delivery of any Works.

2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.

2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

2.4 The Customer acknowledges and accepts that:
(a) the supply of Parts on credit shall not take effect until the Customer has completed a credit application with Pit Stop and it has been approved with a credit limit established for the account .In the event that the supply of Parts request exceeds the Customers credit limit and/or the account exceeds the payment terms, Pit Stop reserves the right to refuse Delivery;
(b) in the event that Pit Stop is required to provide the Works urgently, that may require Pit Stop's staff to work outside normal business hours (including but not limited to working, through lunch breaks, weekends and/or Public Holidays) then Pit Stop reserves the right to charge the Customer additional labour costs (penalty rates will apply at time and a half normal rates), unless otherwise agreed between Pit Stop and the Customer; and
(c) in the event that the Customer believes that Pit Stop has scratched the vehicle whilst conducting the Works and/or installing the Parts, the Customer shall within twenty-four (24) hours of delivery (time being of the essence) notify Pit Stop of any alleged defect or damage. The Customer shall afford Pit Stop an opportunity to inspect the vehicle within a reasonable time following delivery. If the Customers fails to comply with clause (c), the vehicle shall be presumed to be free from any defect or damage.

2.5 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 number/s, change of trustees, 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 this clause.

2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

3.1 The Customer acknowledges and accepts that Pit Stop shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s);
(a) resulting from an inadvertent mistake made by Pit Stop in the formation and/or administration of this Contract; and/or
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Pit Stop in respect of the Works.

3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Pit Stop; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

4. On-Line Bookings

4.1 The Customer acknowledges and agrees that:
(a) Pit Stop does not guarantee the website's performance;
(b) display on the website does not guarantee the availability of any particular booking; therefore, all bookings placed through the website shall be subject to confirmation of acceptance by Pit Stop;
(c) on-line bookings may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;
(d) there are inherent hazards in electronic distribution, and as such Pit Stop cannot warrant against delays or errors in transmitting data between the Customer and Pit Stop including bookings, and you agree that to the maximum extent permitted by law, Pit Stop will not be liable for any losses which the Customer suffers as a result of the online-booking system not being available or for delays or errors in transmitting orders;
(e) when making a transaction through the website, the Customer's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by Pit Stop and/or displayed on the website. The encryption process ensures that the Customer's information cannot be read by or altered by outside influences; and
(f) if the Customer is not the cardholder for any credit card being used to pay for the Parts/Works, Pit Stop shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction.

4.2 Pit Stop reserves the right to terminate the Customer's booking if it learns that the Customer have provided false or misleading information, interfered with other users or the administration of Pit Stop's business, or violated these terms and conditions.

5. Finance

5.1 If this Contract is conditional upon the Customer obtaining funding from a financial institution then they shall provide Pit Stop with written confirmation of the loan approval within five (5) working days of the date of signing this Contract.

5.2 In the event any such loan application is declined then the Customer shall have the right to withdraw from this Contract subject to the Customer providing Pit Stop with written evidence within five (5) working days of the date of signing this Contract that the loan was declined. Upon receipt of such evidence Pit Stop shall refund the Customer any deposit paid less any expenses incurred by Pit Stop for any Works performed to date.

6. Price and Payment

6.1 At Pit Stop's sole discretion the Price shall be either:
(a) as indicated on invoices provided by Pit Stop to the Customer in respect of Works performed or Parts supplied; or
(b) Pit Stop's Price at the date of delivery of the Works according to Pit Stop's current pricelist; or
(c) Pit Stop's estimated Price (subject to clause 7.1) which shall not be deemed binding 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 look likely to exceed the original estimate; or
(d) Pit Stop's quoted Price (subject to clause 7.1) which shall be binding upon Pit Stop provided that the Customer shall accept Pit Stop's quotation in writing within thirty (30) days.

6.2 At Pit Stop's discretion a deposit may be required.

6.3 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 progress payments in accordance with Pit Stop's specified progress 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 of any invoice given to the Customer by Pit Stop.

6.4 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Pit Stop.

6.5 Pit Stop may in its discretion allocate any payment received from the Customer towards any invoice that Pit Stop determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Pit Stop may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Pit Stop, payment will be deemed to be allocated in such manner as preserves the maximum value of Pit Stop's Purchase Money Security Interest (as defined in the PPSA) in the Parts.

6.6 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 dispute.

6.7 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 supply by Pit Stop under this or any other agreement for the supply of the Parts. 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, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

7. Additional Charges

7.1 Pit Stop reserves the right to change the Price:
(a) if a variation to the Works which is to be provided is requested; or
(b) if during the course of the Works, the Parts are not or cease to be available from Pit Stop's third-party suppliers or the accurate part is deemed not to be compliant to complete the repair/s, then Pit Stop reserves the right to provide alternate/upgraded Parts subject to prior confirmation and agreement of both parties; or
(c) 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, in the case of breakdowns where the vehicle is bogged or immovable etc) which are only discovered upon commencement of the Works; or
(d) in the event of increases to Pit Stop in the cost of labour or Parts which are beyond Pit Stop's control.

7.2 Variations will be charged for on the basis of Pit Stop's quotation, and will be detailed in writing, and shown as variations on Pit Stop's invoice. The Customer shall be required to respond to any variation submitted by Pit Stop within ten (10) working days. Failure to do so will entitle Pit Stop to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

7.3 Where Pit Stop is requested to store the Customer's vehicle, or where the vehicle is not collected within twenty-four (24) hours of advice to the Customer that it is ready for collection, then Pit Stop (at its sole discretion) may charge a fee of thirty-five dollars ($35) per day for storage.

7.4 All tow and/or salvage fees will be charged to the Customer, and will be added to the Price.

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

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

8. 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 deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

Any time specified by Pit Stop for delivery of the Works is an estimate only and Pit Stop will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that Pit Stop is unable to supply the Works as agreed solely due to any action or inaction of the Customer, then Pit Stop shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date and/or for storage of the Parts.

In the event of a call out, the Customer shall ensure that Pit Stop has clear and free access to the vehicle and/or site where the vehicle is located at all times to enable them to undertake the Works. Pit Stop shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Pit Stop.

9. Risk

9.1 If Pit Stop retains ownership of the Parts under clause 10 then:
(a) 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. Delivery of the Parts shall be deemed to have taken place immediately at the time that either:
(i) the Customer or the Customer's nominated carrier takes possession of the Parts at Pit Stop's address; or
(ii) the Parts are delivered by Pit Stop or Pit Stop's nominated carrier to the Customer's nominated address (even if the Customer is not present at the address).

Notwithstanding the provisions of clause 9.1 if the Customer specifically requests Pit Stop to leave Parts outside Pit Stop's premises for collection or to deliver the Parts to an unattended location then such materials shall always be left at sole risk of the Customer and it shall be the Customer's responsibility to ensure the Parts are insured adequately or at all. In the event that such Parts are lost, damaged or destroyed then replacement of the Parts shall be at the Customer's expense.

The Customer acknowledges and accepts that:
(a) where Pit Stop has performed temporary repairs on the vehicle that:
(i) Pit Stop offers no guarantee against the reoccurrence of the initial fault, or any further damage caused; and
(ii) Pit Stop will immediately advise the Customer of the fault and shall provide the Customer with an estimate for the full repair required; and
(b) in the event the Customer requests Pit Stop to work on a vehicle, and leaves the vehicle and/or the keys at Pit Stop's premises whilst the site is unattended, then Pit Stop shall not be responsible for the security of the vehicle or the keys, and shall not be held liable for any loss, damages or costs howsoever resulting; and
(c) Pit Stop is only responsible for Parts that are replaced by Pit Stop and does not at any stage accept any liability in respect of previous services and/or goods supplied by any other third party that subsequently fail and found to be the source of the failure, the Customer agrees not to indemnify Pit Stop against any loss or damage to the Parts, or caused by the Parts, or any part thereof howsoever arising.

Pit Stop shall not be liable for the loss of or damage to the Customer's vehicle, its accessories or contents while being repaired or operated 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.

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

Pit Stop or its employees may test drive or carry out tests on the vehicle at Pit Stop's discretion. Pit Stop will not be liable for (and the Customer indemnifies Pit Stop against) any damages caused to, or by, the vehicle during such tests, collecting or delivery unless it arises from the recklessness or wilful misconduct of Pit Stop or its employees.

10. Title

Pit Stop and the Customer agree that ownership of the Parts shall not pass until:
(a) the Customer has paid Pit Stop all amounts owing to Pit Stop; and
(b) the Customer has met all of its other obligations to Pit Stop.

Receipt by Pit Stop of any form of payment other than cash shall not be deemed to be payment until that 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 10.1 that the Customer is only a bailee of the Parts and unless the Parts have become fixtures must return the Parts to Pit Stop on request;
(b) the Customer holds the benefit of the Customer's insurance of the Parts on trust for Pit Stop and must pay to Pit Stop the proceeds of any insurance in the event of the Parts being lost, damaged or destroyed;
(c) the production of these terms and conditions by Pit Stop shall be sufficient evidence of Pit Stop's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with Pit Stop to make further enquiries;
(d) 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 to Pit Stop on demand;
(e) the Customer should not convert or process the Parts or intermix them with other goods 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;
(f) Pit Stop may recover possession of any Parts in transit whether or not delivery has occurred;
(g) 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 Stop; and
(h) Pit Stop may commence proceedings to recover the Price of the Parts sold notwithstanding that ownership of the Parts has not passed to the Customer.

11. Personal Property Securities Act 1999 ("PPSA")

11.1 Upon assisting to these terms and conditions in writing the Customer acknowledges and agrees 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 and/or collateral (account) – being a monetary obligation of the Customer to Pit Stop for Works – that have previously been supplied and that will be supplied in the future by Pit Stop to the Customer.

The Customer undertakes to:
(a) sign any further documents and/or provide any further information (such information to 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;
(b) indemnify, and upon demand reimburse, Pit Stop for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Parts charged thereby;
(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Parts and/or collateral (account) in favour of a third party without the prior written consent of Pit Stop; and
(d) immediately advise Pit Stop of any material change in its business practices of selling 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 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, and 131 of the PPSA.

Unless otherwise agreed to in writing by Pit Stop, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

The Customer shall unconditionally ratify any actions taken by Pit Stop under clauses 11.1 to 11.5.

Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

12. Security for Payment

12.1 In consideration of Pit Stop agreeing to supply the Works, the Customer charges all of its rights, 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 disbursements including legal costs on a solicitor and own client basis incurred in exercising Pit Stop's rights under this clause.

The Customer irrevocably appoints Pit Stop and each director of Pit Stop as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.

13. Defects and Returns

13.1 The Customer shall inspect the Parts on delivery and shall within seven (7) days of delivery (time being of the essence) notify Pit Stop of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Pit Stop an opportunity to inspect the Parts within a reasonable time following delivery if the Customer believes the Parts are defective in any way. If the Customer shall fail to comply with these provisions the Parts shall be presumed to be free from any defect or damage. For defective Parts, which Pit Stop has agreed in writing that the Customer is entitled to reject, Pit Stop's liability is limited to (at Pit Stop's discretion) replacing the Parts or repairing the Parts.

13.2 Returns will only be accepted provided that:
(a) the Customer has complied with the provisions of clause 13.1; and
(b) Pit Stop has agreed in writing to accept the return of the Parts; and
(c) the Parts are returned at the Customer's cost within fourteen (14) days of the delivery date; and,
(d) Pit Stop will not be liable for Parts which have not been stored or used in a proper manner; and
(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.

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

13.4 Subject to clause 13.1, non-stocklist items or Parts made to the Customer's specifications are under no circumstances acceptable for credit or return.

14. Warranties

14.1 Subject to the conditions of warranty set out in clause 14.2 Pit Stop warrants that if any defect in any workmanship of Pit Stop becomes apparent and is reported to Pit Stop within the earlier of two (2) years of the date of delivery (time being of the essence) then Pit Stop will either (at Pit Stop's sole discretion) replace or remedy the workmanship.

14.2 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 to properly maintain any Parts; or
(ii) failure on the part of the Customer to follow any instructions or guidelines provided by Pit Stop; or
(iii) any use of any Parts otherwise 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 of any Parts after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
(vi) fair wear and tear, any accident or act of God.
(b) the warranty shall cease and Pit Stop shall thereafter 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; and
(d) all warranty repairs **exclude** fluids, belts, gaskets, or other consumables (unless expressly covered by warranty).

14.3 For Parts not installed by Pit Stop, the warranty shall be the current warranty provided by the manufacturer of the Parts. Pit Stop shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Parts.

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 pay for any such repair.

15. Consumer Guarantees Act 1993

15.1 If the Customer is acquiring Parts 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 supply of Parts by Pit Stop to the Customer.

16. Default and Consequences of Default

16.1 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 calendar month (and at Pit Stop's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

16.2 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).

16.3 Further to any other rights or remedies Pit Stop may have under this Contract, if a Customer has made payment to Pit Stop, and the transaction is subsequently reversed, the Customer shall be liable for any costs incurred as a result of the reversed transaction, in addition to any further costs incurred by Pit Stop under this clause 16, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.

16.4 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 overdue, or in Pit Stop's opinion the Customer will be unable to make a payment when it falls due;
(b) the Customer has exceeded any applicable credit limit provided by Pit Stop;
(c) the Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

17. Cancellation

17.1 Without prejudice to any other rights or remedies Pit Stop may have, if at any time the Customer is in breach of any obligation (including those relating to payment and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Customer of such notice/s) then Pit Stop may suspend or terminate the supply of the Works. 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 clause.

17.2 Pit Stop may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Customer. On giving such notice Pit Stop shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to Pit Stop for Works already performed. Pit Stop shall not be liable for any loss or damage whatsoever arising from such cancellation.

17.3 In the event that the Customer cancels the delivery of 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).

17.4 Cancellation of orders for products made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

18. Privacy Policy

18.1 All emails, documents, images or other recorded information held or used by Pit Stop is Personal Information as defined and referred to in clause 18.3 and therefore considered confidential. Pit Stop acknowledges its obligations in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Pit Stop acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by Pit Stop that may result in serious harm to the Customer, Pit Stop will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.

18.2 Notwithstanding clause 18.1, privacy limitations will extend to Pit Stop in respect of Cookies where the Customer utilises Pit Stop's website to make enquiries. Pit Stop agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
(a) IP address, browser, email client type and other similar details;
(b) tracking website usage and traffic; and
(c) reports are available to Pit Stop when Pit Stop sends an email to the Customer, so Pit Stop may collect and review that information ("collectively Personal Information").

If the Customer consents to Pit Stop's use of Cookies on Pit Stop's website and later wishes to withdraw that consent, the Customer may manage and control Pit Stop's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.

18.3 The Customer authorises Pit Stop or Pit Stop's agent to:
(a) access, collect, retain and use any information about the Customer;
(i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
(ii) for the purpose of marketing products and services to the Customer.
(b) 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 purpose of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

18.4 Where the Customer is an individual the authorities under clause 18.3 are authorities or consents for the purposes of the Privacy Act 1993.

18.5 The Customer shall have the right to request (by e-mail) from Pit Stop, a copy of the Personal Information about the Customer retained by Pit Stop and the right to request that Pit Stop correct any incorrect Personal Information.

18.6 Pit Stop will destroy Personal Information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

18.7 The Customer may lodge a privacy complaint by contacting Pit Stop via e-mail. Pit Stop will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at http://www.privacy.org.nz/comply/comptop.html.

19. Loan Vehicles

19.1 Loan Vehicles shall at all times remain the property of Pit Stop and are returnable on demand by Pit Stop.

19.2 The Loan Vehicle may only be driven during the period of loan by the Customer or any other person that Pit Stop agrees may drive the Loan Vehicle and then only if they hold a current driver's licence appropriate for the Loan Vehicle at the time when they are driving it.

19.3 The Customer shall;
(a) ensure that all reasonable care is taken in handling and parking the Loan Vehicle and that it is left securely locked when not in use; and
(b) keep the Loan Vehicle in the Customer's own possession and control and shall not allow the use of the Loan Vehicle by any third party; and
(c) not alter or make any additions to the Loan Vehicle including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Loan Vehicle or in any other manner interfere with the Loan Vehicle; and
(d) keep the Loan Vehicle, 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 Vehicle 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 Vehicle.

19.4 The Customer acknowledges and agrees that they shall not permit any form of charge to be applied in relation to the Loan Vehicle and further agrees that they shall not be entitled to any form of lien over the Loan Vehicle.

19.5 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 of traffic infringements or any other offences.

19.6 The Customer, by signing this Contract, accepts that they shall be liable to Pit Stop for any loss of, or damage to, the Loan Vehicle 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 then the Customer shall be liable to Pit Stop for the full cost of repairing or replacing the Loan Vehicle (whichever is the lesser).

19.7 Any excess applied (plus GST) shall be for each and every claim. Window glass damage or breakage also carries a separate excess.

20. General

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

20.2 Any written notice given under this Contract shall be delivered by handing the notice to the other party, in person, leaving it at the address of the other party as stated in this Contract, or by sending it by registered post to the address of the other party as stated in this Contract.

20.3 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 of New Zealand.

20.4 Pit Stop shall be under no liability whatsoever 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 Price of the Works).

20.5 Pit Stop may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.

20.6 The Customer cannot licence or assign without the written approval of Pit Stop.

20.7 Pit Stop may elect to subcontract out any part of the Works but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Pit Stop's sub-contractors without the authority of Pit Stop.

20.8 The Customer agrees that Pit Stop may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Pit Stop to provide Works to the Customer.

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

20.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

Please note that a larger print version of these terms and conditions is available from Chase on request.