

DATED _____ of _____ 2016

BETWEEN

PIT STOP LIMITED [529302]

“Pit Stop”

A N D

_____ **[COMPANY NAME]**

“the Dealer”

DEALER AGREEMENT

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DEALER AGREEMENT

PARTIES

1. **PIT STOP LIMITED [529302]**, a duly incorporated company having its registered office at 33 Maurice Road, Penrose, Auckland.

("Pit Stop")

2. _____ **[DEALER'S COMPANY NAME]**

("the Dealer")

(each a "Party" and together "the Parties")

BACKGROUND

- A. Pit Stop wishes to appoint the Dealer to offer the Products to Customers of the Dealer, the Products to be purchased on finance or payment by the Customer from the Dealer.
- B. The parties wish to enter into an agreement in respect of the same on the following terms and conditions.

TERMS OF AGREEMENT

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement unless the context requires:

"Agreement" means this Agreement including any amendments or variations;

"Confidential Information" means all information (whether written or not) acquired or received by the Dealer under or in connection with this Agreement (including the existence and content of this Agreement) including copies of such or notes made with respect to such or extracts of such incorporated into other information except information that:

- (a) is or becomes general public knowledge through no fault of the Dealer;
- (b) the Dealer is able to conclusively prove was known to it prior to the date of receipt of such information from the other party (other than by reason of it having been acquired directly or indirectly from any third party under an obligation of confidence to any person in respect of that information);
- (c) is obtained by the Dealer from a third party who did not acquire or hold the information under an obligation of confidence to any person in respect of that information;
- (d) was or is independently developed by the Dealer without reference to any information acquired or received by the Dealer from the other party or directly or indirectly from any third party under an obligation of confidence to any person in respect of that information;
- (e) the parties agree in writing is not to be treated as Confidential Information for the purpose of this Agreement;

"Credit Contract" means a credit contract (as defined in the Credit Contracts and Consumer Finance Act 2003 (CCCFA) and any enactment amending or substituting the same) between the Financing Company and the Customer which relates to a Product

“Customer” means a customer of the Dealer who has purchased a motor vehicle and the Products on finance from the Dealer.

“Fees” means those fees set out in Schedule 1 of this Agreement.

“Financing Company” means the finance company which provides the Customer with the finance for the Products.

“Intellectual Property” means all of Pit Stop’s and Pit Stop Exhaust Limited’s intellectual property rights (whether registered or unregistered) including but not limited to copyright, trade marks, designs, patents, “get up”, “know how”, trade secrets, drawings, schematics, specifications, algorithms, data, Confidential Information, new development work in progress, technology, source codes, software, trade names, domain names, social media sites, and goodwill, including applications, registrations, and all equivalent rights throughout the world now or in the future, all rights for income, any rights and remedies for infringement and past infringement, and all copies or descriptions of any of the foregoing (in whatever form or medium) and includes the Licenced Intellectual Property.

“Licensed Intellectual Property” means the intellectual property listed in Schedule 2 of this Agreement.

“Pit Stop” means Pit Stop Limited [529302] and its related companies (as that term is defined in the Companies Act 1993).

“Policies and Procedures” means the policies and procedures determined by Pit Stop as attached at Schedule 3 of this Agreement and updated from time to time.

“Products” means Financed Service Plans and other products offered by Pit Stop to the Dealer as set out in Schedule 1.

1.2 In the interpretation of this Agreement:

- (a) words importing the singular or plural number shall be deemed to include the plural or singular number irrespectively;
- (b) the word “person” shall include a corporation and vice versa;
- (c) the headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the clauses of this Agreement nor in any way affect this Agreement; and
- (d) references to any party to this Agreement include that party's successors and permitted assigns.

2. APPOINTMENT

2.1 Pit Stop hereby appoints the Dealer on a non-exclusive basis as a seller of Products from the date of this Agreement for the purpose of marketing and selling to prospective Customers of the Dealer the Products from time to time) and for such other purposes specified in this Agreement or agreed in writing between the parties from time to time.

2.2 The Dealer agrees to pay immediately to Pit Stop any monies that have been received by the Dealer from the Financing Company in respect of the Products.

2.3 The Dealer’s functions under this Agreement may only be performed by the Dealer, its employees and contractors and such other authorised representatives as the Dealer may appoint from time to time and notify to

Pit Stop on a periodic basis. The Dealer shall ensure those persons have the necessary expertise, skill and integrity and have received online training in the Products by Pit Stop or by a person so authorised by Pit Stop. The Dealer shall be liable for all acts or omissions of its employees, contractors and authorised representatives as if those acts or omissions had been performed by the Dealer.

2.4 The appointment shall commence on the date of this Agreement and shall continue until terminated in accordance with the terms of this Agreement or by operation of law.

3. INTELLECTUAL PROPERTY

3.1 Pit Stop grants the Dealer a limited, non-exclusive, non-transferrable licence to use the Licensed Intellectual Property for the purposes and for the term of this Agreement.

3.2 The Dealer acknowledges that the Intellectual Property is the sole property of Pit Stop and Pit Stop Exhaust Limited, and the Dealer will not at any time or in any way challenge or dispute the ownership of the Intellectual Property.

3.3 The Dealer agrees:

- (a) To use the Licenced Intellectual Property only in accordance with the terms of this Agreement;
- (b) Not to cause or permit anything that may damage Pit Stop and/or Pit Stop Exhaust Limited's title to the Intellectual Property, or use the Intellectual Property in a manner likely to bring Pit Stop or the Products or the Intellectual Property into disrepute;
- (c) To notify Pit Stop of any suspected infringement of the Intellectual Property by any third party;
- (d) To take such reasonable action as Pit Stop may direct at Pit Stop's expense in relation to such infringement;
- (e) Not to apply for registration of the Intellectual Property but to give to Pit Stop, at Pit Stop's expense, any assistance Pit Stop may require in connection with the registration of the Licenced Intellectual Property in any part of the world and not to interfere with or attempt to prohibit the use or registration of the Licenced Intellectual Property;
- (f) Not to use any trade mark or trade name similar to or capable of being confused with any of Pit Stop or Pit Stop Exhaust Limited's trade marks or trade names.

4. DEALER'S OBLIGATIONS

4.1 The Dealer further agrees:

- (a) to actively market the Products;
- (b) to comply with the terms of this Agreement and Policies and Procedures;
- (c) to fully observe all of Pit Stop's requirements in relation to the proper completion of documents for the Products;
- (d) to comply with all applicable laws and regulations and not to do (or omit to do) anything whereby Pit Stop could be rendered liable for any claims, legal proceedings, prosecutions or governmental intervention;

- (e) not to publish, whether at the Dealer's own expense or otherwise, any advertisement or other marketing materials relating to Pit Stop, its business or the Products without the prior written approval of Pit Stop;
- (f) to hold all marketing materials and other documentation supplied by Pit Stop, as the property of Pit Stop, and not to alter any marketing materials or other documentation supplied or approved by Pit Stop without the prior written consent of Pit Stop;
- (g) to ensure that any employee, contractor or authorised representative of the Dealer who performs any function of the Dealer under this Agreement shall also comply with the obligations set out under this Agreement;
- (h) to provide Pit Stop on request a copy of the agreement between the Dealer and the Customer and to obtain Pit Stop's prior written approval of any changes made to such agreement.

5. PIT STOP'S OBLIGATIONS

- 5.1 Upon receipt of the Fee in respect of the Products from the Dealer, Pit Stop agrees to supply the Products to the Customer. Pit Stop is not required to provide any Products to the Customer until payment is received by Pit Stop for the Products.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Dealer represents and warrants to Pit Stop that:
- (a) the Dealer is not currently bankrupt or, if the Dealer is a company, it is not insolvent or in receivership or under administration;
 - (b) the Dealer has full capacity, authority and power to carry on the business of the Dealer, to enter into this Agreement and to perform the obligations of the Dealer under this Agreement;
 - (c) there are no legal proceedings, actions, prosecutions or investigations threatened, pending or commenced against the Dealer which will or may have a material adverse effect upon the business of the Dealer or upon the capacity of the Dealer to carry out the obligations of the Dealer under this Agreement;
 - (d) if the Dealer is a company, all corporate authorisations and approvals necessary to enable the Dealer to enter into this Agreement have been obtained and remain in full force and effect;
 - (e) the Dealer has not withheld from Pit Stop any document, information or other fact material to the decision of Pit Stop to enter into this Agreement;
 - (f) the Dealer has entered into this Agreement solely in reliance upon its own skill and judgment and it has not relied upon any oral or written representation made to it by Pit Stop, or its employees or agents, and has made its own independent investigations into all matters relevant to the Agreement; and
 - (g) the information disclosed in the "Dealer Application" by the Dealer and provided to Pit Stop is correct in all regards.
- 6.2 The representations and warranties in clause 6.1 survive the termination of this Agreement and until termination are taken as repeated at all times.
- 6.3 The Dealer must immediately notify Pit Stop if any of the representations or warranties made or taken as repeated in clauses 6.1 or 6.2 cease to be true and correct.

7. REPRESENTATIONS AND WARRANTIES IN RESPECT OF CREDIT CONTRACTS

- 7.1 The Dealer represents and warrants to Pit Stop in respect of Credit Contracts (as applicable) that:
- (a) to the best of the Dealer's knowledge all of the information contained in the Credit Contract is true and correct;
 - (b) the Dealer has complied and will comply with all laws, acts and regulations relating to the Products purchased by the Customer.
- 7.2 The representations and warranties contained in clause 7.1 survive termination of this Agreement and until termination are taken as repeated at all times.
- 7.3 The Dealer must immediately notify Pit Stop if any of the representations and warranties made in clauses 7.1 and 7.2 cease to be true and correct.

8. FEES

- 8.1 The Dealer agrees to pay the Fees to Pit Stop for the Products as set out in Schedule 1 or as agreed from time to time between the parties.
- 8.2 The Fees constitute the consideration paid to Pit Stop in exchange for Pit Stop providing the Products to the Customer.
- 8.3 Pit Stop shall invoice the Dealer at weekly intervals for the Fees due to Pit Stop based on the Dealer's sales of Auto Service Plans.
- 8.4 The Dealer shall review the invoiced Fees and will give Notice to Pit Stop immediately or within 6 days from the date of invoice of any disputed amounts relating to incorrect invoicing, unsold or cancelled Products or Products sold where funds have not yet been received by the Dealer. The parties shall act in good faith and with urgency to resolve any Disputed Amounts within 7 days, which if valid shall be credited by Pit Stop to the Dealer, or refunded if already paid by the Dealer.
- 8.5 The invoiced Fees shall be paid to Pit Stop by the Dealer via Direct Debit 7 days following the invoice date.
- 8.6 The Fees shall be held by Pit Stop upon trust for the Customer pending:
- (a) The Customer obtaining each part of the Product from Pit Stop; and
 - (b) Pit Stop rendering an invoice to the Customer for the respective part of the Product provided; or
 - (c) A claw back of the Fees in accordance with clause 8.8
- 8.7 Pit Stop may vary Schedule 1 by giving the Dealer 30 days notice in writing. A variation will not affect Pit Stop's right to Fees which have already accrued.
- 8.8 In the event that the Customer defaults on the Credit Contract with the Financing Company, the Dealer shall be entitled to claw back that portion of the Fees from Pit Stop which has not been utilised to pay for Products provided to the Customer, less a handling fee in respect of Pit Stop's reasonable costs.

9. TERMINATION

- 9.1 This Agreement may be terminated by either party giving 30 days written notice to the other.

9.2 Pit Stop may also terminate this Agreement immediately by written notice to the Dealer if:

- (a) any of the provisions of this Agreement or the Policies and Procedures are breached by the Dealer;
- (b) any of the representations and warranties made by the Dealer or taken as repeated by the Dealer under this Agreement are false, misleading or incorrect when made or taken as repeated;
- (c) any of the representations and warranties made by the Dealer or taken as repeated by the Dealer under this Agreement cease to be true and correct; or
- (d) any information or representations made in the Dealer Application or Supplemental Agreements is inaccurate or if any of the Supplemental Agreements are or become ineffective.

9.3 On termination of this Agreement:

- (a) All obligations accrued in respect of the Product to be supplied to the Customer by Pit Stop shall survive, subject to the payment of the Fees being made to Pit Stop and no claw back of the Fees occurring in accordance with clause 8.8;
- (b) All other clauses intended to survive termination shall so survive;
- (c) The Dealer shall immediately cease all use of the Intellectual Property except as expressly authorised by Pit Stop; and
- (d) The Dealer shall return to Pit Stop immediately all Intellectual Property (including, without limitation, all Confidential Information), Pit Stop's business records and Pit Stop's marketing material.

10. INDEMNITY

10.1 The Dealer agrees to indemnify and keep indemnified Pit Stop from and against any and all loss, damage or liability suffered (including but not limited to any legal fees and costs incurred on a solicitor-client basis) by Pit Stop resulting from:

- (a) Any act, neglect or default of the Dealer or its agents, employees or licensees
- (b) A breach of this Agreement by the Dealer;
- (c) A breach of any warranty given by the Dealer to Pit Stop.

10.2 The Dealer will obtain at its own cost, keep current and not act so as to void, adequate insurance cover in respect of its potential liability under this clause. Any insurance monies pursuant to the above-mentioned policy shall be first applied to the indemnification of Pit Stop.

11. LIMITATION OF LIABILITY

11.1 To the extent permitted by law, Pit Stop will not be liable to the Dealer under this Agreement in contract, under statute or otherwise for any loss whatsoever. If Pit Stop is found to be liable for any such loss the amount recoverable by the Dealer will be limited to the Fees payable under this Agreement.

12. CONFIDENTIAL INFORMATION

12.1 The Dealer acknowledges that the Confidential Information is secret and confidential to Pit Stop and will ensure that it is treated as such at all times.

12.2 The Dealer acknowledges that the Confidential Information is, and will at all times remain, the property of Pit Stop. The Dealer will not use the Confidential Information to or for its own benefit nor to or for the benefit of any party other than Pit Stop.

12.3 The Dealer:

- (a) may use the Confidential Information only for the purposes of performing its obligations under this Agreement;
- (b) except as permitted under clause 12.3(c), must keep confidential all Confidential Information; and
- (c) may disclose the Confidential Information only to officers, employees, advisers or agents of the Dealer who reasonably require access and:
 - (i) have a need to know in order for the Dealer to perform its obligations under this Agreement (and only to the extent that each has a need to know); and
 - (ii) are aware and agree that the Confidential Information must be kept confidential and the Dealer must ensure that each officer, employee adviser or agent of the Dealer requiring access to any Confidential Information makes an undertaking in writing not to access, use, disclose or retain Confidential Information except for the purposes of this Agreement.

12.4 The Dealer must take all reasonable measures to ensure that Confidential Information held in connection with this Agreement is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only authorised personnel have access to the Confidential Information.

12.5 The Dealer must immediately notify Pit Stop where the Dealer becomes aware of a breach of this clause 12.

12.6 On termination of this Agreement, the Dealer must return to Pit Stop:

- (a) all Confidential Information in any form; and
- (b) those parts of all notes and other records based on or incorporating Confidential Information.

12.7 The parties agree that this clause 12 and the obligations of confidentiality imposed by this clause survive the termination of this Agreement.

13. DEFAULT

13.1 In the event that the Dealer fails to make any payment due to Pit Stop under this Agreement on the due date the Dealer shall, upon demand by Pit Stop, pay interest on the amount outstanding from the due date to the date of payment at the rate of 12% per annum both before and after judgment together with any collection costs.

13.2 The Dealer shall pay to Pit Stop on demand the costs of and incidental to the enforcement of Pit Stop's rights, powers and remedies under this Agreement.

14. NO WAIVER

14.1 No failure or delay by Pit Stop to enforce a provision of this Agreement at any time shall be construed to be a waiver of that provision. No waiver by Pit Stop shall be effective unless it is in writing. No waiver by Pit Stop or any breach of this Agreement by Pit Stop shall be deemed to be a waiver of any other or any subsequent breach.

15. SET-OFF

15.1 Pit Stop may at any time without notice, set-off against any money owing by Pit Stop to the Dealer (including any credit balance in any account of the Dealer held with Pit Stop) any debt or liability of the Dealer to Pit Stop on any account howsoever arising.

16. GUARANTEE

16.1 The Dealer agrees to procure a personal guarantee as between a guarantor (approved by Pit Stop) and Pit Stop in the form attached at Schedule 4 of this Agreement.

17. NOTICES

17.1 All Notices given pursuant to this Agreement must be in writing and must be served by one of the following means and in respect of each is deemed to have been served as described:

- (i) By personal delivery – when received by the party.
- (ii) By post (registered or ordinary mail) – on the second working day following the date of posting to the addressee's registered office.
- (iii) By email – when acknowledged by the party orally or by return email or otherwise in writing.
- (iv) By facsimile – when sent to the correct facsimile number (with written transmission confirmation).

18. FORCE MAJEURE

18.1 Both parties will be released from their respective obligations under this Agreement in the event of national emergency, war, prohibitive governmental regulation, or any other event beyond the reasonable control of the parties, that renders the performance of this Agreement impossible ("the Event"), for so long as the Event continues.

19. COSTS

19.1 Each party shall meet its own costs in relation to the preparation, execution and implementation of this Agreement.

20. OTHER

20.1 Nothing in this Agreement shall be deemed or construed to constitute either party a partner, agent or representative of the other or to create any trust or commercial partnership except as expressly provided in this Agreement. Neither party shall have the authority to act for or to incur any obligation on behalf of the other except as expressly provided in this Agreement. In particular, but without limiting the generality of the foregoing, it is acknowledged that the Dealer shall be responsible for payment of all duties and taxes including goods and services taxes which may be payable in respect of payments received by the Dealer under this Agreement.

20.2 This is a non-exclusive Agreement and nothing in this Agreement will restrict the right of the right of Pit Stop to enter into other agreements with other entities.

20.3 The Dealer shall not represent otherwise and shall not represent that it has authority beyond what it is authorised to do.

20.4 This Agreement (including any Schedules) contains all of the terms relating to the Agreement and supersedes all previous agreements both written and verbal between the parties. Pit Stop may vary any of the terms of this Agreement (including the Fees) by giving the Dealer 30 days notice in writing.

20.5 Pit Stop shall have the right to assign this Agreement to any other party at any time without the consent of the Dealer. The Dealer shall have the right to assign this Agreement to any other party at any time subject to first obtaining the written consent of Pit Stop. Any material change in the ownership or control of the Dealer, will be deemed to be an assignment for the purposes of this clause.

21. COUNTERPART COPIES

21.1 This Agreement may be executed in separate counterpart copies (including facsimile or scanned or email copies) for the convenient expedition of its terms and such execution shall be sufficient to bind the parties as if the parties had all signed one copy.

22. JURISDICTION

22.1 This Agreement is made in New Zealand and its construction, validity, and performance shall be determined under New Zealand law. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

EXECUTION

SIGNED for and on behalf of
PIT STOP LIMITED

)
)
)

in the presence of:

Authorised Signatory

Witness signature

Full Name

Address

Occupation

SIGNED for and on behalf of the Dealer
by

)
)
)
)

in the presence of:

Signature

Witness signature

Full Name

Address

Occupation

SCHEDULE 1

PRODUCTS AND FEES

Product	Wholesale Rate	Dealer GP	Maximum Retail
2 Year Auto Service Plan	\$530 INC GST	\$302 INC GST	\$832 INC GST
3 Year Auto Service Plan	\$770 INC GST	\$402 INC GST	\$1172 INC GST
3 Year Signature Plan	\$585 INC GST	\$250 INC GST	\$835 INC GST

SCHEDULE 2

LICENCED INTELLECTUAL PROPERTY

Pit Stop's and Pit Stop Exhaust Limited's:

- Trade names;
- Trade marks;
- Copyright,



auto service plan

required for the purposes of this Agreement

SCHEDULE 3

DEALER ACCOUNT APPLICATION

To Be Completed by The Dealer - Please complete all sections and read the Dealer Agreement as attached.

DATE: _____ REF No. _____

CUSTOMER'S TRADE NAME: _____

CUSTOMER'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

_____ Postcode: _____ _____ Postcode: _____

Company Number: _____ Date Established: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEES (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

_____ Postcode: _____ _____ Postcode: _____

ID: _____ Date of Birth: _____ ID: _____ Date of Birth: _____
(Driver's Licence, Passport, etc.) (Driver's Licence, Passport, etc.)

Home Phone: _____ Home Phone: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the DEALER AGREEMENT (attached) of Pit Stop Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (DEALER): _____ **SIGNED (PIT STOP):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO DEALER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

SCHEDULE 4

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Pit Stop Limited and its successors and assigns ("Pit Stop") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

_____ ("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to Pit Stop of all moneys which are now owing to Pit Stop by the Customer and all further sums of money from time to time owing to Pit Stop by the Customer in respect of goods and services supplied or to be supplied by Pit Stop to the Customer or any other liability of the Customer to Pit Stop, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Pit Stop, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Pit Stop the Guarantor will immediately on demand pay the relevant amount to Pit Stop. In consideration of Pit Stop agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to Pit Stop registering any interest so charged. The Guarantor irrevocably appoints Pit Stop and each director of Pit Stop as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Pit Stop may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** Pit Stop on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Pit Stop in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of moneys owing to Pit Stop by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Pit Stop's nominee's costs of collection and legal costs; or
 - (c) moneys paid by Pit Stop with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Pit Stop, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by Pit Stop to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood Pit Stop's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to Pit Stop by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on Pit Stop's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to Pit Stop, each Guarantor shall be a principal debtor and liable to Pit Stop accordingly.
6. If any payment received or recovered by Pit Stop is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Pit Stop shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Pit Stop.**
9. I/we irrevocably authorise Pit Stop to obtain from any person or company any information which Pit Stop may require for credit reference purposes. I/We further irrevocably authorise Pit Stop to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Pit Stop as a result of this Guarantee and Indemnity being actioned by Pit Stop.
10. The above information is to be used by Pit Stop for all purposes in connection with Pit Stop considering this Guarantee and Indemnity and the subsequent enforcement of the same.

<p>GUARANTOR-1</p> <p>SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20</p>
--

<p>GUARANTOR-2</p> <p>SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20</p>
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Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

Pit Stop Limited

DIRECT DEBIT AUTHORITY

Information for your bank

NAME OF ACCOUNT:

BANK ACCOUNT FROM WHICH PAYMENTS TO BE MADE:															
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					—	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
Bank	Branch Number	Account Number	Suffix												

<h3 style="margin: 0;">AUTHORITY TO ACCEPT DIRECT DEBITS</h3> <p style="margin: 10px 0 0 0;">(Not to operate as an Assignment or Agreement)</p>

TO: THE BANK MANAGER
Bank
Branch
Town/City

0	2	0	9	0	7	1
Authorisation Code						

I/We authorise you until further notice to debit my/our account with you all amounts which
Pit Stop Limited

the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT

Payer Particulars											

Payer Code											

Payer Reference											

YOUR SIGNATURE(S)
CUSTOMER TO COMPLETE
Date _____

Approved 0907 <hr style="width: 50%; margin: 5px 0;"/> 09 99	For Bank Use Only Original – Retain at Branch Copy – Forward to Initiator if requested	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;">Date Received</td> <td style="width: 33%; padding: 5px;">Recorded By</td> <td style="width: 33%; padding: 5px;">Checked By</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> <td></td> </tr> </table>	Date Received	Recorded By	Checked By				<div style="border: 1px dashed black; width: 60px; height: 60px; margin: 0 auto;"></div> BANK STAMP
Date Received	Recorded By	Checked By							

CONDITIONS OF THIS AUTHORITY

1. The Initiator

(a) Has agreed to give advance Notice of the net amount of each direct debit and the due date of debiting at least 2 calendar days before (but not more than 2 calendar months) the date the direct debit will be initiated. This notice will be provided either:

(i) in writing; or

(ii) by electronic mail where the Customer has provided prior written consent to the Initiator

The advance notice will include the following message-

“Unless advice to the contrary is received from you by (*date), the amount of \$.....will be directly debited to your Bank account on (initiating date).”

* This date will be at least two days prior to the due date to allow for amendment of direct debits.

(b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:-

(a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.

(b) Stop payment of any direct debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the direct debit being paid by the Bank.

3. The Customer acknowledges that:-

(a) This authority will remain in full force and effect in respect of all direct debits made from me/our account in goodfaith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.

(b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.

(c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except so far as the direct debit has not been paid in accordance with this authority. Any other disputes lie between me/us and the Initiator.

(d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:-

- the accuracy of information about Direct Debits on Bank statements

- any variations between notices given by the Initiator and the amounts of Direct Debits

(e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:-

(a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.

(b) At any time terminate this authority as to future payments by notice in writing to me/us.

(c) Charge its current fees for this service in force from time-to-time.