

610 Featherston Street, PALMERSTON NORTH 4414 Phone: (06) 357 8014

Email: accounts@crashservices.co.nz Web: www.crashservices.co.nz

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached

Customer Details: ☐ Individual ☐ Sole	e Trader □ Trust □				
Full or Legal Name:		·	•		
Trading Name: (If different from above)					
Physical Address:				Postcode:	
Billing Address:				Postcode:	
Email Address:					
Phone No:	Fax No:		Mobile No:		
Personal Details: (please complete if you are a	n Individual)				
D.O.B.	D.O.B. Driver's Licence No:				
Business Details: (please complete if you are a	a Sole Trader, Trust, Partne	ership, Company or Other	- as specified)		
Company Number:		Date Incorp. (current	t owners):		
Nature of Business:			GST No: (if applicable)		
Paid Up Capital: \$	Estimated Monthly Pu	urchases: \$	Credit Limit Required: \$		
Principal Place of Business is: Rented Rente	☐ Owned ☐ Mortgage	d (to whom):			
Directors / Owners / Trustee (if more than two,	please attach a separate s	heet)			
(1) Full Name:			D.O.B.		
Private Address:				Postcode:	
Driver's Licence No:	Phone No:		Mobile No:		
(2) Full Name:			D.O.B.		
Private Address:				Postcode:	
Driver's Licence No:	Phone No:		Mobile No:		
Account Terms: ☐ 7 Days ☐ 0	Other:				
Purchase Order Required? ☐ YES	□ NO	Accounts to be ema	iled? □ YES □ N	VO	
Accounts Email Address:		-			
Accounts Contact:			Phone No:		
Bank and Branch:			Account No:		
Trade References: (please provide companies	that are willing to do trade	references)			
Name: Address:			Phone / Fax / Email:		
1.					
2.					
3.					
I certify that the above information is true and of TERMS AND CONDITIONS OF TRADE (ove conjunction with this Credit Account Application detailed in the Privacy Act clause therein.	rleaf or attached) of Cra	ash Services Limited v	which form part of and are	intended to be read in	
SIGNED (CUSTOMER):		SIGNED (CRASH SERVICES LIMITED):			
Name:		Name:			
Position:					
Date:					

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			1 1

610 Featherston Street, PALMERSTON NORTH 4414

Phone: (06) 357 8014

Personal/Directors Guarantee and Indemnity

Email: accounts@crashservices.co.nz Web: www.crashservices.co.nz

IN CONSIDERATION of Crash Services Limited and its successors and assigns ("Crash Services Limited") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply services to

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

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

- **ĠUARANTEE** the due and punctual payment to Crash Services Limited of all monies which are now owing to Crash Services Limited by the Customer and all further sums of money from time to time owing to Crash Services Limited by the Customer in respect of services supplied or to be supplied by Crash Services Limited to the Customer or any other liability of the Customer to Crash Services Limited, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with Crash Services Limited, 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 Crash Services Limited, the Guarantor will immediately on demand pay the relevant amount to Crash Services Limited. In consideration of Crash Services Limited agreeing to supply the services 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 this Guarantee and Indemnity (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 Crash Services Limited registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints Crash Services Limited and each director of Crash Services Limited 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 Crash Services Limited may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; register any other document required to be registered by the PPSA or any other law; or
- correct a defect in a statement referred to in clause 1(a) or 1(b). HOLD HARMLESS AND INDEMNIFY Crash Services Limited 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, Crash Services Limited in
 - the supply of services to the Customer; or
 - the recovery of monies owing to Crash Services Limited by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Crash Services Limited's nominees' costs of collection and legal costs; or
- monies paid by Crash Services Limited with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Crash Services Limited, the Customer, and a third party or any combination thereof, over the supply of services by Crash Services Limited to the Customer.

 I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read, and understood Crash Services Limited's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 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 all monies owing to Crash Services Limited by the Customer and all obligations herein have been fully paid
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on Crash Services Limited'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 Crash Services Limited, each Guarantor shall be a principal debtor and liable to Crash Services Limited accordingly. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:

 (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of services.
- - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
 - (b) any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
- 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, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.

 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 Crash Services Limited.
- I/we irrevocably authorise Crash Services Limited to obtain from any person or company any information which Crash Services Limited may require for credit reference purposes. I/We further irrevocably authorise Crash Services Limited 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 Crash Services Limited as a result of this Guarantee and Indemnity being actioned by Crash Services Limited.
- The above information is to be used by Crash Services Limited for all purposes in connection with Crash Services Limited considering this Guarantee and Indemnity and the subsequent enforcement of the same.

For and on behalf of the Customer I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.

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

GUARANTOR-2 SIGNED:		
FULL NAME:		
HOME ADDRESS:		
DATE OF BIRTH:		
SIGNATURE OF WITNESS: _		
NAME OF WITNESS:		
OCCUPATION:		
PRESENT ADDRESS:		
EXECUTED as a Deed this	day of	20

Note: 1. If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.

- 2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners
- 3. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
- 4. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

Crash Services Limited - Terms & Conditions of Trade

in the event of any apparent loss or damage to personal/valuable items left in the Vehicle.

Subject to clause 10 and in accordance with section 97 (2) of the Land Transport Act 1998 (or its amendments), in the event that a police officer or authorises and the control of the Vehicle is liable to pay the fees and charges for lowage and storage.

Foreign and the vehicle is liable to pay the fees and charges for lowage and storage.

Should, any feet the damage occur to the Vehicle whilst not physically secured to Should any feet the control of the Vehicle is able to pay the fees and charges for lowage and storage.

Should, any feet damage occur to the Vehicle whilst not physically secured to Should should be controlled to the shell accept in labelity for the same, unless such damage is due to the negligence of Crash Services Limited.

(a) If applicable, the Customer acknowledge and accepts that:

(a) If applicable, the Customer acknowledge and accepts that:

(b) If a point a subject of the customer acknowledge and accepts that further damage may occur when alterniting to either move, lift upgint or prepare the Vehicle for towing. Whilst Crash Services Limited will take all due care to avoid such damage Crash Services Limited and such admage Crash Services Limited to any things from air tanks, valves or lines, interconnecting air supply and service braic lines, may be removed unity towing and must be inspected towing.

(b) Farking systems and mechanical components (including but not limited against any limited start and any lower the black into use; and control of the services Limited that your properties of the services Limited to the load.

(c) Crash Services Limited shall not accept any liability or responsibility for:

(d) If the services Limited shall not accept any liability or responsibility for the safety of the Vehicle in the owner/driver travels with Crash Services Limited Definitions
"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to his Contract.

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 clients computer. If the customer does not wish to allow Cookies, to operate in the background when using Crash Services Limited's website, then the Customer shall have the right to enable of isable the Cookies first by selecting the option to enable of disable provided on the website, prior to making gregaries via the website. in the event of any apparent loss or damage to personal/valuable items left in the Vehicle. Customer which remains unfulfilled and all amounts owing to Crash Services Limited shall, whether or not due for payment, become immediately payable to: any once, payable to Crash Services. Dimited becomes overdue, or Crash Services. Dimited becomes overdue, or Crash Services. United sopinion the Customer will be unable to make a payment when It falls were considered any applicable credit limit provided by Crash Services. Limited (b) the Customer has exceeded any applicable credit limit provided by Crash Services Limited:

(c) the Customer becomes insolvent, 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 of a receiver, manager, fluudator (provisional or otherwise) or similar person a receiver, manager, fluudator (provisional or otherwise) or similar person cancellation. Without preplacite to any other remedies Crash Services Limited may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions (crash Services Limited will not be late to the fundament or any loss of duranger. It can be received to the customer of the customer suffers because Crash Services Limited may cancel any Contract to which these terms and conditions capity or cancel delivery of Services at any time before the Services are commenced by diving written notice to the Customer. On ying such notice Crash Services. Crash Services Limited any cancel any standard or the customer and the customer of the Services. Services Limited any cancel any Contract to which these terms and conditions apply or cancel delivery of Services and myting such notice Crash Services. Crash Services Limited said resident of the Customer and the customer for the Services. The Customer shall be liable for any and all loss incurred (whether direct or indirect) by Crash Services of profits. 1.3 9.2 20. 20.1 1.4 Assigns. Customer" means the person's, entities or any person acting on behalf of and with the authority of the Customer requesting Crash Services Limited to provide the services as specified in any proposal, quotation, order, invoice or other locumentation, and of the proposal proposal proposal proposal of the city of the control Services: 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 seyerally: and

(b) If there is more than one Customer, is a reference to each Customer jointly and

(c) If the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and

(d) If the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and

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Privacy Policy
All emails, documents, images, or other recorded information held or used by Crash Services Limited Presonal Information and delined and referred to the Crash Services Limited as the Crash Services Limited and processing of Personal Information in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 (the Act including Part II of the OECD Guidelines and as set out in the Act and any statutor requirements where relevant in a European Economic Acar EEV ander the United Health of the OECD Couledines and as set out in the Act and any statutor requirements where relevant in a European Economic Acar EEV ander the United Health of the OECD Couledines and Services Limited acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's 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 all of Customer. In privacy limitations will extend to Crash Services Limited in respect of Cookies where the Customer utilises crash Services Limited und the Customer of Cookies where the Customer utilises crash Services Limited in respect of Cookies where the Customer utilises crash Services Limited in respect of Cookies where the Customer utilises crash Services Limited in respect of Cookies where the Customer utilises crash Services Limited in respect of Cookies where the Customer utilises crash Services Limited in respect of Cookies where the Customer utilises crash Services Limited in respect of Cookies where the Customer utilises crash Services Limited may could be considered and the Cookies and/or similar tracking technologies, such as pixels and web because if applicable, such as the Customer services Limited and the Customer services Limited and the Customer and the Customer services Limited 2. 2.1 9.4 2.2 costs of any equipment of crash Services Limited under short or demogracy. Storage All Vehicles that are to be street under this Contract shall be checked into and out of urgan and the clustomer (of the Customer's representative) is not present at ordinate the contract of the contract 10. 10.1 10.2 ownership of any Vehicle which is stored on the Customer's behalf under this contract. Crash Services Limited reserves the right at any time to require the removal of any Vehicle held in storage on the Customer's behalf by giving not less than one (1) weeks notice to the Customer had they wish hem to do it would be the customer had been supported by the contract of the customer agrees to give Crash Services Limited at least forty-eight (4d) hours of their intent to femour the Vehicle form storage. In the event the Customer agrees to give Crash Services Limited at least forty-eight (4d) hours of their intent to femour the Vehicle form storage, in the event the Customer alter the customer and the vehicle from storage, in the event the Customer storage to figurate the immediate enroy of the Vehicle stored by Crash Services Limited and the An inward receipt in relation to Vehicle stored by Crash Services Limited and the Vehicle to the customer stability to the Vehicle be assignable.

The Customer stability to the Vehicle to Crash Services miled on demand and at any rate. The Customer stability to the Vehicle as the case of the Vehicle and the Vehicle of the Vehicle as the case of the Vehicle and the Vehicle of the Vehicle as the case of the Vehicle and the Vehicle of the Vehicle as the case of the Vehicle and the Vehicle of the Vehicle as the case of the Vehicle and the Vehicle of the Vehicle as the case of the Vehicle and the Vehicle of the Vehicle as the case of the Vehicle and the Vehicle of the Vehicle as the case of the Vehicle and the Vehicle of the Vehicle 10.3 10.4 10.5 10.6 payment of the Price as if they had contracted the Services and the head.

Any advice, recommendation, information, assistance or service provided by Crash Services Limited in relation to the Services supplied is given in good faith to the Customer, or the Customer's agent and is based on Crash Services Limited's own knowledge and experience and shall be accepted without liability on the part of Clash Services Limited and Shall be deepended without liability on the part of Clash Services Limited Services and the Services Limited Services Limited Services and the Services Limited Services and Services Limited Services and Services Limited Services and Services Limited shall, the Services Limited shall, the Services Limited shall, the Services Limited shall, the Services Limited Services Limited shall, and the Services Limited Se 10.7 access, collect, retain and use any information about the Customer (including, name, address, D.O.B., occupation, drivers ideals; electronic contact (email, Facebook or Witter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit Ministry of Justice for the purpose of assessing the Customer's credityorithness or (ii) for the purpose of marketing products and services to the Customer's handling, loading or unloading, re-packing and/or delivery of the Vehicle, as the gase may require, in addition to any storage fees.

Crash Services Limited shall take out, and maintain at its own expense, at all times during the Contract, Public Liability insurance of no less than from million dollars (SSM).

Property Securities Act 1999 (*PDSA**)

Personal Property Securities Act 1999 (*PDSA**)

Agreement, and security inferest has the meaning given to the yribe PDSA*

Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PDSA and creates a security inferest in all the in respect of which the Customer has all any time a sufficient right, interest of power to grant a security interest in for the purposes of securing repayment of all monetary foliagations of the Customer to Crash Services Limited for Services—that Services Limited to the Customer to Crash Services Limited to Services—that Services Limited to the Customer to Crash Services Limited to Services—that Services Limited to the Customer to Crash Services Limited to Services which statement or the Post and property securities (see Security and Services Limited). Securities Register:

(b) ison any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which statement or than expense of the provided in the United Services. In India of the Services Limited (section of the Services Limited) and the provided of the United Services of Services in India of the Services Limited.

(c) ison any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which statement or the Personal Property (securities Register or releasing any Securities Regist 11. 11.1 2.6 **12.** 12.1 3. 3.1 (ii) for the purpose of markeling products and services to the Customer.

(b) disclose information about the Customer, whether collected by Crash Services. Unified from the Customer directly or obtained by Crash Services. Unified from the Customer directly or obtaining a credit reporting agency for the purposes of providing or obtaining a credit where the force, obtained as the customer is an individual the authorities under dause 21.3 are althorities. Conserving the customer is an individual the authorities under dause 21.3 are althorities conserved the customer is an individual the authorities under dause 21.3 are althorities. Conserved the customer is an individual the authorities under dause 21.3 are althorities. Conserved the customer is an individual to the customer retained by Crash Services. Limited, a copy of the Personal Information about the Customer retained by Crash Services Limited or profession in the customer is conserved in the conserved in the customer in the customer is conserved in the customer in the customer is conserved in the customer in the customer in the customer is conserved in the customer in the customer is conserved in the customer in the customer is conserved in the customer is not an interest to the customer in the customer is not an interest to the customer in the customer is not a customer in the customer in the customer is not a statisfied with the resolution provided, the customer can make a complaint to the Privacy Commissioner at http://www.privacy.org.nz. if prejudice, accept fior liability in respect or any aneque or accept from some conformation of consistion(s); resulting from an inadvertent mistake made by Crash Services Limited in the formation and/or administration of this Conffact and/or contained informitted from any literature (hard copy and/or electronic) supplied by Crash Services Limited in respect of the Services, event such an error and/or omission occurs in accordance with clause 3.1, not altributable to the neigligence and/or with unisconduct of Crash Services dt, the Customer shall not be entitled to treat this Contract as repudiated nor 24 in-cultar. 3.2 21.4 and is thut automates out in reasonable to treat this Contract as reputational inclinated, the Quistomer shall not be entitled to treat this Contract as reputational inclinated, the Quistomer shall give Crash Services Limited 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 any other change in the Quistomer's details (including but not limited to, changes in or business practice). The Customer's shall be liable for any loss incurred by Grash Services Limited as a result of the Customer's failure to comply with his clause. Price and Payment At Crash Services Limited's sele discretion, the Price shall be either:

(a) as indicated on any invoice provided by Crash Services Limited to the Customer's failure to comply with the Customer's failure to comply with the Customer's failure to comply with this clause. 21.5 12.3 4. 21.6 5. 5.1 Als indicated in any invoice provious by state of clause 5.2) which will be considered or Crash Services Limited's quoted Price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty clause the Price. Customer is not satisfied with the resonueur provides and complaint to the Privacy Commissioner at http://www.privacy.org.nz. Lieff complaint to the Privacy Commissioner at http://www.privacy.org.nz. Lieff complaints to the Privacy Commissioner at http://www.privacy.org.nz. Lieff complaints and the privacy complaints (c) Crash Services Limited's quoted Price (subject to clause 5.2) which will be yald for the period stated in the quotation or otherwise for a period of thirty (20) days.

Crash Services Limited (services) the right to change the Price:

(b) as a result of a variation from the plan of scheduled Services or specifications of the Verbrice (including) but on tilmited to, due to hidden or unidentifiable difficulties not evident prior to the commencement of the Social Control of the Con (b) **22**. 22.1 12.5 12.6 walves Its right to receive a verification statement in accordance with section 148 of the PPSA. The Customer shall unconditionally railty any actions taken by Crash Services Limited under clauses 12.1 to 12.6.

Subset 10 any experiments and conditionally received the contained in this Customer shall under the state of the contained to have the effect of contracting out of any of the provisions of the PPSA. Security and Charge in consideration of Crash Services Limited agreeing to supply Services, the Customer charges all of its rights, tille and interest (whether joint or several in any either now or in the future, and the Customer grants a security inferest all in any either now or in the future, and the Customer grants a security inferest in all of its present and after-acquired property, to secure the performance by the Customer of Its obligations under these terms and conditions finctuding, but not limited to the payment of any money). The terms of the charge and security interest are the terms of themprondum. 2018/4544 registeed provisant to s.209 of the Land Customer indemnifies Crash Services Limited from and against all Crash Services Limited from and against all Crash Services Limited and each tirischer of Ausse. 12.7 12.8 22.2 5.3 **13**. 13.1 23. 23.1 itten notice given under this Contract shall be deemed to have been given cived: the contract shall be deemed to have been given by leaving it at the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated in this Contract mile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission: crash Services United 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.

I was a substant of the cost of the variation of the Payment of the Customer on the date's determined by Crash Services Limited, which may be a payed to the Customer on the date's determined by Crash Services Limited, which may be a payed to the Customer on the object of the Customer on the Customer on the date's specified on any invoice or other form as being the date for payment, of the cost of the Customer by Crash Services Limited Payment in the Customer or the Customer by Crash Services Limited Payment may be made by electronic/on-line banking or by any other method as agreed to between the Customer and Crash Services Limited. Crash Services Limited Payment may be made by electronic/on-line banking or by any other method as agreed to between the Customer and Crash Services Limited. Crash Services Limited and the Customer to towards any invoice that Crash Services Limited determines and the Customer shall not be entitled to set of against, or deduct, from the Price, any sums owed or claimed to be owed to the Customer by Crash Services Limited and the Customer shall not be entitled to set of against, or deduct, from the Price, any sums owed or claimed to be owed to the Customer by Crash Services Limited and the Customer shall not be entitled to set of against, or deduct, from the Price, any sums owed or claimed to be owed to the Customer by Crash Services Limited and the Customer must notify Crash Services Limited in writing within three (3) business days, the invoice shall remain due and payable for the full amount, unit such time as Crash Services Immediated may be applicable in addition to the Price and the state bank of the Customer must pay (3). The completed a Price of the Customer must pay any other taxes and dues that fully be applicable in addition, the Customer must pay any other taxes and dues that fully be applicable in addition, the Customer and p by th be: (a) (b) (d) If sent by tacsimile transmission to the lax number of the other party as stated in this Contract (if any), on receipt of confirmation of the state of the st own cient basis incurred in exercising Crash Services Emilied and each director of Crash Services Limited as the Customer's true and lawful attorney's to perform all necessary acts to gwe effect to the provisions of this cause 13 including, but not Defects

The Customer shall inspect the Vehicle prior to Grash Services Limited of any alleged damage caused to the Vehicle while being stored on the Customer's behalf and/or spring the Vehicle and Sant Inspect the Vehicle while the services Limited of any alleged damage caused to the Vehicle while being stored on the Customer's behalf and/or spring the Vehicle while the Services Limited of any alleged damage caused to the Vehicle while the services to the Vehicle while the Services Limited of the Customer's behalf and/or spring through Reliase Form the Vehicle is the service to the Vehicle while the services to the Vehicle while the Vehicle while the services to the Vehicle while the Vehicle while the Vehicle while the services to the Vehicle while the Services the Web the services to the Vehicle while the Vehicle while the Services the Vehicle while the Services the Web the Services the Vehicle while the Vehicle while the Vehicle while the Services the Vehicle while the Vehicle 23.2 5.5 24. 24.1 5.6 14. 14.1 5.7 a damaged Vehicle, which Crash Services Limited has agreed in writing to assume responsibility. Crash Services Limited's liability shall be as stated in accordance Limitation to Liabilities.

In Customer acknowledges and accepts that the provision of Services is at limited carrier's risk and Crash Services Limited's liability is limited to a maximum of two housand oblars (\$2.000 of the declared value (subtect to Section 250 of two housand oblars (\$2.000 of the declared value (subtect to Section 250 of two flows) and the control of two flows and services Limited as more control of two flows and the control of the c 15. 15.1 (ii) any alteration to or variation of the terms of the Trust: any advancement or distribution of capital of the Trust: or any excellenment of the trust property.

General IV

General IV 25. 25.1 5.9 16. 16.1 25.2 5.10 25.3 17:₁ 6. 6.1 Compilance with Laws
Crash services United shall comply with the provisions of all statutes, regulations
crash services Limited shall comply with the provisions of all statutes, regulations
and bylaws of government, local and other public authorities that may be applicable
to the services, including, but not limited to, the Land Transport Act 1798, the
Contract and Commercial Law Act 2017 for its amendments), any low-Sack health
and the Contract and Commercial Law Act 2017 for its amendments, any low-Sack health
and the Contract Commercial Law Act 2017 for its amendments and the Contract Co 25.4 18. 18.1 25.5 25.6 to the Services, including, but not limited to, the Land Transport Act 1798, the Contract and Commercial Law Ad 2017 for its amendments), any WorkSafe health and safety laws relating or any other relevant safety standards or legislation Default and Consequences of Default Interest on overdue invoices, shall acque easily 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 a Cast) Services Limited so dediscretion such interest if the Customer owes Crash Services Limited any money the Customer shall indemnity Crash Services Limited any money the Customer shall indemnity Crash Services Limited in recovering the debt (including but not limited in internal administration less, legal oxison a solicitor and own cited to service this contract, if a Customer shall be failed and the transaction is subsequently reversed, the Customer shall be failed for the amount of the reversed transaction, in addition to any further costs incurred by Crash Services Limited, and the transaction is subsequently reversed, the Customer shall be failed for the amount of the reversed transaction, in addition to any further costs incurred by Crash Services Limited, and the transaction is subsequently reversed, the Customer shall be failed for the amount of the reversed transaction, in addition to any further costs incurred by Crash Services Limited, and the transaction is subsequently reversed, the Customer shall be failed for the amount of the reversed transaction in addition to any further costs incurred by Crash Services Limiteds and the transaction is such reversal to the cost of the services Limited and the transaction is such reversal to the services Limited and the transaction is such reversal to the cost of the services Limited and the transaction is accordanced to the cost of the services Limited and the transaction is accordanced to the services Limited and the transaction is accordanced to the services Limited and the transaction is accordanced to the 7. 7.1 **19**. 19.1 after 7pm and before 5am, Monday to Friday; after 7pm and before 5am, Monday to Friday; after 12pm and before 5am, Saturday; all hours, Sunday and public holidays. 25.7 Risk
The Customer shall ensure that Crash Services Limited has clear and free access to the Vehicle to enable them to provide the Services. Crash Services Limited shall not be liable for any less or damage to any site (including, without limitation, damage to pathways; driveways and concreted or paved or grassed areas) unless due to the necipitence of crash Services Limited. It is the responsibility of the Customer to ensure that access to the Vehicle is list the responsibility of the Customer to ensure that access to the Vehicle is suitable to accept the weight of laber thacks. The customer agrees to indemnify accept the vehicles in the ensurement of the Vehicle in recovering such vehicles in the event they become bogged or otherwise immovable. **8**. 8.1 25.8 19.3 igmoyable.

The Customer acknowledges and accepts that it is the Customer's responsibility to remove all personal/valuable items (where possible) from the Vehicle prior to Crash Services. Limited carrying out their Services. Crash Services Limited shall not liable. 19.4