

Pit Stop – Terms & Conditions ("Terms")

All Services and Products supplied to the Customer ("you" or "your") by Pit Stop Limited ("the Company", "our", "us", "we") are subject to these Terms. By ordering or accepting Services and Products, you will be deemed to have accepted, and be bound by, these Terms.

1. Definitions

- 1.1 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by the Company to the Customer.
- 1.2 "CGA" means Consumer Guarantees Act 1993.
- 1.3 "Guarantor" means a person (or persons), or entity, who agrees to be liable for the debts of the Customer.
- 1.4 "Products" shall mean parts, products or goods supplied by the Company to the Customer as part of the Services or separately.
- 1.5 "GST" means Goods and Services Tax payable in terms of the Goods and Services Tax Act 1985.
- 1.6 "Order" means an order for Services and/or Products that you submit to the Company and is accepted by the Company in accordance with clause 3 of these Terms.
- 1.7 "Premises" means the Company's Automotive Service Store.
- 1.8 "Price" shall mean the price or prices payable for the Services and/or Products in accordance with clause 4 of these Terms.
- 1.9 "the Company" shall mean the Pit Stop Franchisee that the Customer contracts with to provide Services and/or Products as evidenced by order forms, quotations and invoices, its successors and assigns or any person acting on behalf of and with the authority of the Pit Stop Franchisee.
- 1.10 "Services" means all services supplied by the Company to the Customer as described within the Order, and includes any verbally agreed variation, advice or recommendations.
- 1.11 "Working Day" means any day other than a Saturday, Sunday or any public holiday in New Zealand.

2. Acceptance of Terms and Conditions

- 2.1 Any instructions received by the Company from the Customer for the supply of Services and/or Products and/or the Customer's acceptance of Products supplied by the Company shall constitute acceptance of these Terms.
- 2.2 Where more than one person comprises the Customer and has entered into these Terms, the Customers shall be jointly and severally liable for all payments in accordance with clause 4 of these Terms.
- 2.3 Upon acceptance of these Terms by the Customer the Terms are binding and can only be amended with the written consent of the Company.
- 2.4 The Customer undertakes to give the Company at least fourteen (14) days' notice of any change in the Customer's name, address and/or any other change in the Customer's details.

3. Orders

- 3.1 The Customer may order Services and/or Products by submitting orders to the Company in accordance with the Company's order process as advised by the Company at the time of the order.
- 3.2 All orders are subject to acceptance by the Company and shall not become binding on the Company until acceptance is notified by the Company to the Customer and/or the Products ordered have been despatched. The Company may accept the order in whole or in part.
- 3.3 Subject to clauses 3.8, the Customer agrees that once it has submitted an order to the Company it may not revoke or cancel the order.
- 3.4 The Company may cancel all or any part of an Order at any time prior to acceptance of that order by the Company. This includes online bookings.
- 3.5 If the Company is unable to complete the Order without varying the Services and/or Products specified within the Order, then the Company may suspend or delay the Order.
- 3.6 The Company will require you to approve any variations to the Services and/or Products within 10 Working Days of being notified of the variation. The Company may alter its Price as a result of any required variation and shall notify the Customer of any such alteration.
- 3.7 If you do not approve the variation and any alteration to Price within 10 Working Days, the Company may at its sole discretion cease any Services, cancel any part of the Order as well as the delivery of any Products relating to the Order. The Customer shall be required to collect the vehicle immediately upon notification from the Company.
- 3.8 If the Customer provides the Company with written confirmation that it does not accept the variation within 10 Working Days of being notified of the need for the variation, the Company will cancel the Order or the remaining Services and/or Products to be supplied under that Order.
- 3.9 Should the Company cancel all or part of an Order under the terms contained within clause 3, it shall refund any amount paid by the Customer in respect of any unfulfilled or outstanding part of the Order (less any unrecoverable costs that the Company has incurred as a result of the Order). The Customer acknowledges that such refund is its only right and remedy in respect of any such cancellation. Any such cancellation shall be without prejudice to any rights and remedies of

the Company should cancellation be due to a breach or non-compliance by the Customer with these Terms.

- 3.10 The Company may, at its sole discretion, allow cancellation of an Order for Products that has been made by the Customer but has not been despatched or installed. The Customer acknowledges that should the Company agree to such cancellation, the Company may charge handling and administration charges involved in cancellation of such an order of up to 10% of the GST inclusive value of such Products.

4. Price And Payment

- 4.1 Unless otherwise stated, all Prices on the Company's website are shown in New Zealand dollars (NZ\$) and include GST of 15%.
 - 4.2 At the Company's sole discretion the Price shall be either:
 - (a) calculated in accordance with the Company's current price list as at the date the Customer submitted the relevant Order.
 - (b) calculated based on the Company's standard hourly rate as at the date that the Services are provided.
 - (c) the Company's quoted Price (subject to clauses 3.6) shall be binding upon the Company, provided that the Customer shall accept the Company's quotation in writing within thirty (30) days from the date of issue.
 - 4.3 Where a quotation is provided, the Company may withdraw the quotation at any time before acceptance of the Order by providing notice to the Customer.
 - 4.4 Where Services are provided on an urgent basis or outside of normal work hours, the Company may charge additional labour costs on an ordinary time and a half basis.
 - 4.5 GST, other taxes, duties, freight, insurance, installation and any other disbursements that may be applicable shall be added to the Price, except when they are expressly included in the Price.
 - 4.6 At the Company's sole discretion, a deposit may be required, which will be refunded if the Company cancels an Order for any reason other than as a result of the Customer's breach of these Terms. Otherwise, any deposit paid will be non-refundable, unless the Company expressly agrees otherwise in writing.
 - 4.7 The Company reserves the right to require a guarantee, or any other additional security as security for payment at the Customer's sole cost.
 - 4.8 Time for payment for the Order shall be of the essence and shall be at the Company's sole discretion:
 - (a) on completion of the Services; or
 - (b) no later than 5 Working Days from the date that the invoice is issued (unless otherwise stated on the invoice).
 - 4.9 Payments must be made in full without deduction, withholding, set-off or counterclaim.
 - 4.10 Payment will be made to the Company's bank account notified to you upon completion of the Services, or by any other method as agreed to between the Customer and the Company.
 - 4.11 If the Order is conditional upon the Customer obtaining finance for the Order, the Customer is required to provide the Company with written confirmation of the finance approval within 5 Working Days of receiving the approval.
 - 4.12 If the Customer's finance application is unsuccessful, the Customer shall be required to provide written evidence to the Company within 5 Working Days of receiving notice that the finance application has been declined. Upon receipt of such evidence, the Company shall refund any deposit paid less any expenses incurred by the Company in relation to any part of the Order performed to date.
 - 4.13 The Company must explicitly approve the supply of Services and/or Products to Customers on credit. The Company will be entitled to engage credit reporter or debt collection agencies in accordance with the Company's Privacy Policy referenced within clause 22.
- ### 5. Call Out Costs
- 5.1 Where Services are carried out at the Customer's nominated address, the Customer shall be liable for any and all time, costs and disbursements incurred by the Company from the time of departure from the Premises until the time of return to the Premises (including towage fees).
- ### 6. Delivery Of Products
- 6.1 At the Company's sole discretion delivery of the Products shall take place when;
 - (a) the Customer takes possession of Products at the Company's address; or
 - (b) the Customer's nominated representative takes possession of the Products in which event the representative shall be deemed to be the Customer's agent.
- ### 7. Risk
- 7.1 If the Company retains ownership of the Products nonetheless, all risk for the Products passes to the Customer on delivery.
 - 7.2 The Products remain at the Company's risk until delivery to the Customer.

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- 7.3 Delivery of Products and Services shall be deemed complete when the Company gives possession of the Products and Services directly to the Customer.
- 8. Title**
- 8.1 The Company and the Customer agree that ownership of the Services and Products shall not pass until:
- (a) the Customer has paid the Company all amounts owing for the Order (even if the Products are incorporated or installed into a vehicle), and
 - (b) the Customer has met all other obligations due by the Customer to the Company in respect of all contracts between the Company and the Customer.
- 8.2 Receipt by the Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. Until then, the Company's ownership or rights in respect of the Services and Products shall continue.
- 8.3 It is further agreed that:
- (a) until such time as ownership of the Products shall pass from the Company to the Customer, the Company may give notice in writing to the Customer to return all of the Products or any part of them to the Company. Upon such notice being given, the rights of the Customer to obtain ownership or any other interest in the Products shall cease; and
 - (b) the Customer is only a bailee of the Products and until such time as the Company has received payment in full for the Order then the Customer shall hold any proceeds from the sale or disposal of the Products on trust for the Company; and
 - (c) if the Customer fails to return the Products to the Company then the Company or the Company's agent may enter upon and onto land and into any premises owned, occupied or used by the Customer, or any premises where the Products are situated as the invitee of the Customer and take possession of the Products. The Company will not be liable for any reasonable loss or damage suffered as a result of any action by the Company under this clause.
- 8.4 The ownership of any components replaced during the provision of Services passes to the Company upon completion of the Services. The Company shall have the right to any and all proceeds generated from the sale of such components.
- 9. Liens and Personal Property Securities Act 1999 ("PPSA")**
- 9.1 Where the Company fulfils an Order (in full or part), the Customer acknowledges that the Company has a worker's lien over the Customer's vehicle and any Products ordered, until such time as the Customer pays to the Company any and all outstanding amounts relating to that Order.
- 9.2 Upon assenting to these Terms in writing the Customer acknowledges and agrees that:
- (a) these Terms constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Products previously supplied by the Company to the Customer (if any) and all Products that will be supplied in the future by the Company to the Customer.
- 9.3 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 the Company may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Products charged thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of the Company; and
 - (d) immediately advise the Company of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds derived from such sales.
- 9.4 The Company and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms.
- 9.5 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA.
- 9.6 Unless otherwise agreed to in writing by the Company, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 9.7 The Customer shall unconditionally ratify any actions taken by the Company under clauses 9.1 to 9.5.
- 10. Defects or Damage**
- 10.1 The Customer shall inspect the Products and vehicle on the date of delivery and notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Company an opportunity to inspect the Products and vehicle within a reasonable time following delivery if the Customer believes the Products or Services are defective in any way. If the Customer shall fail to comply with these provisions, then the vehicle and Products shall be presumed to be free from any defect or damage. For defective Products, which the Company has agreed in writing that the Customer is entitled to reject, the Company's liability is limited to either (at the Company's discretion) replacing the Products, repairing the Products or refunding the Price of the Products.
- 10.2 The Customer shall be responsible for ensuring that any recommended application and/or use guidance for Products is followed, as well as adhering to recommended installation methods. The Customer is required to act in accordance with any cautions and/or warnings provided by the manufacturer and the Company. The Company shall not be liable for any damage or loss caused as a result of the Customer failing to comply with the above.
- 11. Pre-owned Products**
- 11.1 The Company may use pre-owned Products when carrying out Services, provided the Company has obtained your permission. The Company will use reasonable endeavours to visually inspect all Products for any obvious defects before using them.
- 11.2 Subject to clause 14.2, the Customer acknowledges that:
- (a) Pre-owned Products may contain defects.
 - (b) The Company provides no warranties as to the quality of such Products.
 - (c) Any warranties implied by statute or otherwise shall be expressly excluded (to such extent as the law permits).
- 12. Storage**
- 12.1 The Customer is required to collect the vehicle within 24 hours of confirmation that the vehicle is ready for collection. If the Customer fails to collect the vehicle within 24 hours, the Company shall be entitled to charge a daily storage fee.
- 12.2 If the Customer fails to collect the vehicle within 48 hours, the Company shall have the right to engage a third party to tow the vehicle. Any tow costs will be added to the Price.
- 13. Loan/Hire vehicles**
- 13.1 The Company may at their sole discretion offer to provide the Customer with a hire or loan vehicle (**Loan Vehicle**). The Loan Vehicle may only be driven during the period of hire/loan and is returnable to the Company immediately upon demand.
- 13.2 No persons other than Customer is authorised to operate the Loan Vehicle unless otherwise agreed between the Company and Customer. The Customer and any other permitted drivers must hold a valid New Zealand drivers licence and must meet the Company's insurance requirements.
- 13.3 The Customer will be liable for any loss or damage caused to the Loan Vehicle during the time the vehicle is hired or loaned by Customer. The Customer shall be liable for any excess resulting from any insurance claims made. Should any insurance claim be rejected or held invalid, the Customer will be liable for the full cost of repairing or replacing the Loan Vehicle.
- 13.4 The Customer warrants that it shall:
- (a) take all reasonable care when operating the vehicle;
 - (b) ensure the Loan Vehicle is stored securely at all times;
 - (c) not alter or modify the Loan Vehicle in any way during the period of hire/loan;
 - (d) comply with all maintenance and cleaning instructions supplied by the Company.
- 13.5 The Customer will be liable for any parking or traffic infringements or related impoundment towage and storage costs. The Customer will indemnify the Company against any loss or costs incurred.
- 14. Consumer Guarantees Act 1993 Products Fair Trading Act 1986**
- 14.1 If the Customer is acquiring Products for the purposes of a trade or business or for commercial or investment purposes, the Customer acknowledges that the provisions of the CGA do not apply to the supply of Products by the Company to the Customer. The Customer agrees that it has ordered Products based on its own judgement and it does not rely on any representation made by the Company in respect of any aspect of the Products supplied and accordingly the parties agree to contract out of sections 9, 12A, 13 and 14(1) (as applicable) of the Fair Trading Act 1986.
- 14.2 Notwithstanding any other provision in these terms, where the Products are supplied for personal, domestic or household use by the Customer, these Terms shall be read as subject to the CGA and clause 16.1 does not apply.
- 15. Intellectual Property**
- 15.1 The Customer warrants that all designs or instructions to the Company will not cause the Company to infringe any patent, registered design or trademark in the execution of the Customer's Order and the Customer agrees to indemnify the Company against any action taken by a third party against the Company in respect of any such infringement.
- 15.2 The Customer acknowledges and agrees that the Company has copyright in its website, designs, logos and all other writings of the Company in terms of the Copyright Act 1994 and the Customer agrees that it shall comply with all terms and conditions relating to the

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Company's copyright materials as may be posted on its website or otherwise provided to the Customer from time to time.

16. Limitations of Liability, Exclusions and Warranties

- 16.1 All conditions, warranties, undertakings or terms whether expressed or implied, statutory or otherwise, inconsistent with the provisions of the warranties in these Terms and are to the extent permitted by law hereby expressly excluded.
- 16.2 The Customer agrees that the liability of the Company for any and all claims by the Customer will in no case exceed the sale Price of the Products concerned plus the cost of labour charged by the Company.
- 16.3 In respect of services performed by the Company, any warranty given and any liability of the Company shall be entirely limited to and no greater than the cost of labour originally provided by the Company.
- 16.4 The Customer agrees that in no circumstances shall the Company be liable to the Customer or third party in any way whatsoever for any indirect, special, punitive, compensatory or consequential losses, costs, expenses or damages of any kind (including without limiting the foregoing, loss of profit) and any and all such liability is expressly excluded to the extent permitted by New Zealand law.
- 16.5 The Company will not be liable for any damage caused to a call out site whilst carrying out Services. The Customer shall be required to stay with the car at all times.
- 16.6 Where temporary repairs have been conducted, the Company offers no warranty or guarantee that the fault will not reoccur or cause any further damage to the vehicle.
- 16.7 The Company will not be liable for any loss or damage that occurs in the event that the Customer leaves the vehicle and/or the keys at the Premises whilst it is unattended by staff.
- 16.8 The Customer is responsible for ensuring the vehicle is insured against all possible damage whilst stored at the Premises and is stored at the Customer's sole risk.
- 16.9 The Company shall not be liable for the loss of or damage to the vehicle, its accessories or contents during the provision of authorised Services, unless the damage has arisen out of the Company's negligence.

17. Default & Consequences of Default

- 17.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month on the outstanding amount from the due date of payment until the date the outstanding amount is paid, accruing daily and charged monthly.
- 17.2 If payment in full of any outstanding amount is not made to us on the due date, the Company may:
- (a) suspend, or cancel the provision of any or all Services to you; and
 - (b) cancel any discounts.
- 17.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and the Company's collection agency costs.

18. Indemnity

- 18.1 The Customer indemnifies the Company from and against all liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis whether incurred by or awarded against a party) including those associated with any third party claim, and whether arising under contract, tort (including negligence) or otherwise shall the Company or its directors, principals, employees, contractors or agents sustains or incurs (directly or indirectly) arising out of or resulting from:
- (a) Any breach of these Terms by the Customer;
 - (b) Any contravention of applicable laws or regulations by the Customer, including export and import control laws;
 - (c) Any claim by any third party arising from any act or omission of the Customer in connection with these Terms (whether negligent or not), including:
 - (i) Connected to or arising out of the Customer's breach of clause 10; or
 - (ii) Any misrepresentations, warranty or agreement, express or implied made by the Customer with respect to the Company, or any third party supplier or manufacturer of the Products supplied by the Company;
 - (d) Without limiting the foregoing, any negligent, wilful, reckless or unlawful act or omission of, or any intentional misconduct by the Customer in connection with these Terms; or
 - (e) Any damage caused to or by a customer's vehicle which has occurred whilst a vehicle is being collected, delivered to the Premises, or during a test drive conducted by the Company's staff (unless the staff have acted negligently or recklessly).
 - (f) Any claim by the Customer, to the extent that such claim is beyond the scope of the Company's liability to the Customer under these Terms.

19. Cancellation

- 19.1 Either party may cancel an Order by written notice if the other party:
- (a) commits a material breach of these Terms which is not remedied within 20 Working Days of written notice of the breach from the other party; or
 - (b) suffers an Insolvency Event.
- 19.2 If the Company is unable to deliver all or any part of an Order due to reasons beyond the Company's reasonable control, the Company may at its sole discretion cancel the Order in whole or any part of that Order by providing the Customer with written notice. The Company will refund any amount paid by the Customer for the part of the Order that has not been completed. The Company will not be liable for any loss or damage arising from such cancellation.
- 19.3 Once an Order has been approved by the Company, it will not accept cancellation of any Order which has been made in accordance with the Customer's specification or designs, and/or for non-stocklist items.

20. Dispute Resolution

- 20.1 If a dispute arises out of or in connection with these Terms, either party may give a notice to the other setting out the details of the dispute (**Dispute Notice**).
- 20.2 The parties will use reasonable endeavours to resolve the dispute by agreement.
- 20.3 If the dispute cannot be resolved by agreement within 10 Working Days from the date of service of the Dispute Notice, then either party may commence court proceedings against the other.
- 20.4 The parties may apply to the court for interim relief measures at any time.
- 20.5 Each party must use reasonable endeavours to continue to perform its obligations in these Terms during the dispute, subject to the termination rights set out in these Terms.

21. Health and Safety

- 21.1 Each party will comply with all applicable regulations under the Health and Safety at Work Act 2015 (**HSW Act**), in addition to the Company's own policies relating to health and safety.
- 21.2 Where the Company is completing call out Services, the Customer must notify the Company of any known hazards at the call out location and ensure that it is without risks to the health and safety of any person.
- 21.3 In the event of a call out, the Customer is required to ensure that the Company has clear and free access to the vehicle and/or premises where the vehicle is located at all times.

22. Privacy Act 2020

- 22.1 The Customer and the Guarantor(s) acknowledge that they have received, agreed to and understood Company's privacy policy linked at: <https://www.pitstop.co.nz/privacy-policy-2021> which are amended from time to time and incorporated into these Terms.
- 22.2 The Customer and the Guarantor(s) (if separate to the Customer) consents to and authorises the Company to:
- (a) collect, retain and use any information about the Customer for the purpose of assessing the Customer's creditworthiness or marketing Products and Services to the Customer; and
 - (b) disclose information about the Customer, whether collected by the Company from the Customer directly or obtained by the Company from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 22.3 Where the Customer and/or Guarantor(s) are individuals, the authorities and consents under clause 22.2 are authorities and consents for the purposes of the Privacy Act 2020.
- 22.4 The Customer and/or Guarantor(s) shall have the right to request the Company for a copy of the information about the Customer and/or Guarantor(s) retained by the Company and the right to request the Company to correct any incorrect information about the Customer and/or Guarantor(s) held by the Company.
- 22.5 The Customer acknowledges and agrees that the Company may send to the Customer product information and information about sales or special offers or other related product information (including third party information) by email or otherwise. The Customer may unsubscribe from receiving such email correspondence by utilising the "unsubscribe" function in the first or any subsequent email sent as authorised by this clause.

23. Additional terms relating to website use and content and online ordering

- 23.1 The Customer acknowledges and agrees that:
- (a) the Company may from time to time add to or change its website (including the information, relating to Products and Services that appear on the website) at any time without notice and may alter its terms and conditions relating to website use and ordering of Products or Services at any time without notice by posting such amended terms and conditions on its website for acceptance by the Customer upon making an Order; and

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- (b) all Services offered on the Company's website are subject to availability and the Company may cancel any Order made on its website by notification to the Customer by email, telephone or otherwise due to non-availability of stock or personnel to fulfil such Orders and the Company's only liability in respect of such cancellations is to refund to the Customer the amount paid for such Products or Services; and
 - (c) The Customer that makes an Order from the Company's website is additionally bound by and shall comply with the terms of use and any other terms of ordering published on the Company's website at the time the Customer places the Order.
- 23.2 The Customer agrees that the Company shall not be bound by any errors or omissions on the Company's website or in any electronic correspondence (including email) and such errors and omissions are excluded from these terms and conditions and subject to change or alteration by the Company at any time and without notice. Without limiting the foregoing, the Customer additionally acknowledges that such errors and omissions may occur on the website or in the ordering process and are entirely subject to this clause. The Customer agrees that:
 - (a) In respect of third party information and links:
 - (i) any links or third party information contained in the Company's website are provided for convenience only and should not be construed as any confirmation of accuracy of such information or endorsement, approval, recommendation or preference by the owners or operators of the Company's website of any information, Products or Services referred to on those websites - unless expressly stated by the Company and the Company accepts no liability in respect of such third party information; and
- 24. Electronic and Counterpart Signing**
 - 24.1 Unless otherwise expressly stated in writing by the Company, the Customer and Company agree that any agreement provided may be signed electronically, including by assent methods such as electronic tick boxes confirming assent to the Terms or other clearly referenced and connected agreements provided by the Company as are acceptable to the Company.
 - 24.2 Unless otherwise expressly stated in writing provided by the Company, any assent or variation to terms or agreements between the Customer and Company may be entered by way of electronically signed or emailed counterparts of a document signed by each of the Customer and the Company and including any legible attachment to an email bearing the signature of the Company or Customer (such as a portable document format or Microsoft Word document attachment containing a counterpart signed agreement).
- 25. General**
 - 25.1 If any provision of these Terms is deemed invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - 25.2 These Terms and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
 - 25.3 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 the Company.
 - 25.4 The Company may license or sub-contract all or any part of its rights and obligations without the Customer's consent. The Customer may not assign its rights or obligations under these Terms without the prior written consent of the Company and the Company may grant or decline such consent at its sole discretion.
 - 25.5 The Company reserves the right to review these Terms at any time. If, following any such review, there is to be any change to these Terms, then that change will take effect from the date on which the Company notifies the Customer of such change.
 - 25.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
 - 25.7 The failure by the Company to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision.