

## How to complete this Application

### Personal Information

The complete legal name (last name, first name and all middle names) must be detailed.

A legible copy of photo ID (passport, firearm licence, driver licence) for each person must be supplied.

### Property Information

If the postal/street address is the same as the postal/residential address both sections must still be completed.

### Signing of the Application

Every person listed in Part 4 must sign.

A director/trustee/partner of a legal entity listed in Part 1 must be a signatory in the section after Part 6.

Any Company, Trust, Partnership applying must have the signatures of at least 2 directors/trustees/partners.

A legible copy of photo ID (passport, firearm licence, driver licence) for each person signing must be supplied.

Please Note: Original Signatures are required as digital signatures cannot be accepted.

### Guarantee & Indemnity

This section must be completed if the Application includes the name of a company, trust or partnership.

The full legal name of the company/trust/partnership must be written on the line 'Customer" and be the same as "Full legal name" line in Part 1.

A legible copy of photo ID (passport, firearm licence, driver licence) for each guarantor signing must be supplied.

### Guarantee & Indemnity signing

Each guarantor signing must:

- fill out the required information for name, date of birth and address for service;

- still fill out the address for service if it is the same as postal/street/residential address in either Part 1 or Part 4;

- have their first signature witnessed (with the witness name, address and occupation completed);

- sign a second time at the bottom of the form and fill in the date of signing.

### Fuelcard order form

An order form must be completed for the issue of a Fuelcard.

\* Mandatory Completion

**Part 1**

**Legal entity category** \*:  company;  partnership;  trust;  incorporated society;  other (specify):

*(Please note that you are required to complete the Guarantee & Indemnity form.)*

**Full legal name**\*: \_\_\_\_\_

**Trading name (if applicable)**: \_\_\_\_\_

**Postal (Street) Address**\* \_\_\_\_\_  
(include post code/rapid no) \_\_\_\_\_

**Mailing Address for Accounts**\* \_\_\_\_\_  
(If PO Box please also advise physical address) \_\_\_\_\_

**Contact Details** Phone(business)\*: \_\_\_\_\_ Mobile\*: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Fax (business): \_\_\_\_\_

**Part 2 General Information**

**Type of business** \_\_\_\_\_

**Length of time in business/since legal entity created:** \_\_\_\_\_ years \_\_\_\_\_ months

**Account contact person:** \_\_\_\_\_

**Part 3 Account Information**

Preferred method of receiving the Statement:  Email  Post  
(NB if the monthly fuel purchase is  $\leq$  300 litres the Statement can only be sent by email)

Promotional information, newsletters and fuelcard updates by email :  Yes  No

Fuelcard pricing via email please choose:  Monthly  on price change only

How did you hear about us: \_\_\_\_\_

**Part 4 Personal Information (must be completed in all circumstances)**

**Details of ALL:**  directors  partners  officers  trustees  individual  other (specify)  
*(If more than 3, photocopy this section and attach to application)*

**Last Name\*** \_\_\_\_\_  
**First name\*** \_\_\_\_\_ **Middle name\*** \_\_\_\_\_  
**Date of birth\*** \_\_\_\_\_  
**Phone (home)** \_\_\_\_\_ **Mobile** \_\_\_\_\_ **Fax** \_\_\_\_\_  
**Email Address** \_\_\_\_\_  
**Postal (Residential) Address** \_\_\_\_\_  
 \_\_\_\_\_

Do you\*:  own this or another property?  rent this property?  
 If you have lived at this residential address for less than 5 years please list previous address.  
 \_\_\_\_\_  
 \_\_\_\_\_

**Last Name\*** \_\_\_\_\_  
**First name\*** \_\_\_\_\_ **Middle name\*** \_\_\_\_\_  
**Date of birth\*** \_\_\_\_\_  
**Phone (home)** \_\_\_\_\_ **Mobile** \_\_\_\_\_ **Fax** \_\_\_\_\_  
**Email Address** \_\_\_\_\_  
**Postal (Residential) Address** \_\_\_\_\_  
 \_\_\_\_\_

Do you\*:  own this or another property?  rent this property?  
 If you have lived at this residential address for less than 5 years please list previous address.  
 \_\_\_\_\_  
 \_\_\_\_\_

**Last Name\*** \_\_\_\_\_  
**First name\*** \_\_\_\_\_ **Middle name\*** \_\_\_\_\_  
**Date of birth\*** \_\_\_\_\_  
**Phone (home)** \_\_\_\_\_ **Mobile** \_\_\_\_\_ **Fax** \_\_\_\_\_  
**Email Address** \_\_\_\_\_  
**Postal (Residential) Address** \_\_\_\_\_  
 \_\_\_\_\_

Do you\*:  own this or another property?  rent this property?  
 If you have lived at this residential address for less than 5 years please list previous address.  
 \_\_\_\_\_  
 \_\_\_\_\_

**Part 5** **Deed of Guarantee and Indemnity in favour of Fuel to Go Limited (FTG)**  
(to be signed by all officers, partners, trustees, other, signing Part 1 of the Application)

Definitions of words are set out in the FTG Trade Terms

Customer: (Print full name(s) listed in Part 1 of the Application)\* \_\_\_\_\_

Guarantor(s): (Print full name(s))\* \_\_\_\_\_

**Guarantee and Indemnity**

In consideration of goods and services provided by or arranged through FTG at the request of the Customer, I/We jointly and severally:

1. **Guarantee** the due and punctual payment to FTG by the Customer by the Due date, or upon demand, the Sum Owing and all other monies which are presently owing or which may in the future become owing to FTG by the Customer, in respect of goods and services provided by or arranged through FTG for the Customer, or which may otherwise become payable by the Customer to FTG.
2. **Acknowledge**
  - 2.1 FTG may at any time in its discretion and without giving notice refuse further credit to the Customer.
  - 2.2 agreement to be bound as principal debtor(s) so that the liability of me/each of us under this Guarantee shall not be released by any delay or other indulgence or concession which FTG may grant to the Customer or any compromise which FTG may reach or variation FTG may agree with the Customer or me/any of us, or by any other act, matter, circumstance of law whereby I/we would but for the provision of this clause have been released from my/our liability under the Guarantee.
  - 2.3 I/we will not in anyway compete with FTG for payment in the event of bankruptcy or liquidation of the Customer.
  - 2.4 this guarantee is in addition to, and not in substitution for, any other security or rights which FTG may presently have or may subsequently acquire and this Guarantee may be enforced against me/each of us without having recourse to any such securities or rights and without making demand or taking proceedings against the Customer or the other of us.
  - 2.5 this guarantee shall bind my/our respective personal representatives.
  - 2.6 FTG may, in the event of default in payment by the Customer and the Guarantor(s) complete and register an all obligations mortgage (Registrar General of Land approval 1998/2072) and/or caveat at my/our cost over any of my/our property to secure the Sum Owing and all

other monies owed by the Customer to FTG and for that purpose I/ we irrevocably appoint the Credit Manager of FTG as my/our attorney for the purpose of completing the mortgage and/or caveat.

- 2.7 there is no right to cancel, discontinue or otherwise affect the liability under this Guarantee and Indemnity except by Guarantor written notice to FTG at its Address for Service.
- 2.8 the Guarantee and Indemnity shall remain in full force and effect and shall not be deemed to have been released or discharged or in any way vacated until FTG has acknowledged in writing that the Guarantee and Indemnity is released.

3. **Agree**
  - 3.1 independently of the Guarantee to indemnify FTG against all damages, claims and losses (including costs) which FTG may suffer or incur as a result of any failure by the Customer to make due and punctual payment of the monies detailed in clause 1 of this guarantee and indemnity whether or not the liability of the Customer is or has become void or unenforceable for any reason and whether or not the foregoing guarantee shall be void or unenforceable against me/us or any of us for any reason.
  - 3.2 this Guarantee and Indemnity shall be an unconditional and continuing Guarantee and Indemnity and shall be irrevocable and shall remain in full force and effect until all the monies owing to FTG by the Customer and all the obligations under the Account and FTG Terms and Conditions have been fully paid, satisfied or performed.
  - 3.3 if the Customer is or includes -
    - 3.3.1 a trust or person acting as trustee of a trust;
    - 3.3.2 a limited liability company
 then "Customer" in this Guarantee and Indemnity shall include all present/future trustees of that trust and all present/future shareholders and directors of the limited liability company.

Guarantor 1

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address for Service \_\_\_\_\_

\_\_\_\_\_

Signature of witness \_\_\_\_\_

Name of Witness \_\_\_\_\_

Present Address \_\_\_\_\_

Occupation \_\_\_\_\_

Guarantor 2

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address for Service \_\_\_\_\_

\_\_\_\_\_

Signature of witness \_\_\_\_\_

Name of Witness \_\_\_\_\_

Present Address \_\_\_\_\_

Occupation \_\_\_\_\_

*I/we acknowledge that FTG has recommended that I/we obtain Independent legal advice as to the effect of the Guarantee and Indemnity and the potential liability faced by me as guarantor(s) and indemnifier(s). I/we confirm that I/we have obtained or elected not to obtain such independent legal advice and have agreed to provide the Guarantee and Indemnity.*

Guarantor 1 Signature \_\_\_\_\_

Dated as a Deed on \_\_\_\_/\_\_\_\_/\_\_\_\_

Guarantor 2 Signature \_\_\_\_\_

Dated as a Deed on \_\_\_\_/\_\_\_\_/\_\_\_\_

**Part 6 - Confirmation, acceptance and signing****The Applicant:**

- a) confirms that no information has been withheld which FTG should be aware of in considering the Application.
- b) confirms that the information provided is true and correct and acknowledges that FTG may close the Account, cancel any Fuelcard if the information is incorrect.
- c) accepts that the Application and the Trade Terms are the only basis on which FTG agrees to open and allow the operation of the Account.
- d) accepts that ownership of the Goods is subject to the "Risk and Security" section in the Account Trade Terms.
- e) accepts that FTG may obtain, use and disclose information for credit assessment, debt collection and marketing information as set out in the "Information Use" section in the Trade Terms.
- f) confirms that the Trade Terms are attached to the Application.
- g) agrees to be bound by the Trade Terms and further acknowledges that the use of any Fuelcard, the supply of or arrangement to supply Goods, is primarily for business purposes and acceptance of the Trade Terms.
- h) acknowledges (where necessary) that the signatory has the authority of the Customer to sign the Application.
- i) declares for the purposes of s.14 Credit Contracts and Consumer Finance Act 2003:
- i) I/we have read and understand this declaration and the purpose for which it is given;
- ii) the Account is to be used primarily for business purposes.
- j) acknowledges FTG may at any time in its discretion and without giving notice refuse further credit to the Customer.

The signatory acknowledges that if the Customer denies liability to pay FTG and disclaims and proves that the signatory had no authority to open the Account for the Customer, the signatory shall be bound by the Trade Terms as if the signatory was the Customer, and the signatory shall be liable to pay all money and interest debited to the Account together with any costs incurred as a consequence of payment default.

**IMPORTANT!** To allow FTG to process your application **all** persons named on the application must sign below.

Print full name of signatory

Signature

Date

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**Check list – have you**

- o provided all the information asked for in the Application ?
- o signed the Application?
- o If applying under Part 1, signed the Guarantee and Indemnity?
- o enclosed a legible copy of photo ID (passport, firearm licence, driver licence) for each person listed in Part 4?
- o enclosed a legible copy of photo ID (passport, firearm licence, driver licence) for each person to be issued a fuelcard?
- o completed the Fuelcard order form?
- o completed and signed the Direct Debit form?
- o sent all the pages of a completed & signed Application?

**Applications cannot be processed if this check list is incomplete.**

**Please post/email completed forms to:**

Fuel To Go Ltd  
Private Bag 50060  
Oamaru 9444

Email [fuel@fueltogo.nz](mailto:fuel@fueltogo.nz) Phone 0800 383 586

# FUELCARD ORDER FORM

Discount off Pump -DOP

Nationwide Price - NAT

Please refer to pricing sheet for further explanation

Driver or Company Name, and/or Registration (Please add make/model if Rego required)		Compulsory 4 Digit PIN BP, Mobil, Z	Product Code	BP DOP	BP NAT	Caltex	Mobil DOP	Mobil NAT	Z	BP	Caltex, Mobil, Z	
										Per Trans Limit (Default \$250)	Monthly Limit (Default \$1000)	Daily Limit (Default \$1000)
<i>eg - Hurst Lifecare (20 Characters)</i>	<i>GW123 Red Camaro</i>	<i>5544</i>	<i>AP</i>	Please enter the number of cards from each company you require						<i>500</i>	<i>2000</i>	<i>500</i>

Product Code	
All Purchases	AP
Fuel and Oil only	F/O
Fuel, Oil and Wash only	F/O/W
Diesel and Oil only	D/O
Petrol and Oil only (Except BP)	P/O
Unleaded 91 only	91
Premium only	P
Diesel only	D

Z Only – Earn Fly buys **OR** Airpoints Rewards

\*Fly buys Rewards (1point per \$50 Accumulative)  
 Name On Card: \_\_\_\_\_  
 6014 - 35\_\_ - \_\_\_\_ - \_\_\_\_

**OR**

\*Airpoints rewards (1point per \$200 Accumulative)  
 Name On Card: \_\_\_\_\_  
 Number: \_\_\_\_\_



Thank you for choosing Fuel To Go as your fuelcard provider

BULK FUEL DELIVERY REQUEST FORM

**Delivery Details:**

Rapid number: \_\_\_\_\_

Dairy number: \_\_\_\_\_

Road Name: \_\_\_\_\_

**Storage Tank size:**

Diesel: \_\_\_\_\_ litres Above/Underground (Home heat)

Diesel: \_\_\_\_\_ litres Above/Underground

Unleaded 91: \_\_\_\_\_ litres Above/Underground

Unleaded 96: \_\_\_\_\_ litres Above/Underground

**Delivery instructions:**

Specify directions to tank: \_\_\_\_\_

\_\_\_\_\_

**Special Delivery Instructions:**

Are there any special requirements needed to make deliveries? (eg truck size, home heat diesel)

\_\_\_\_\_

**Fuel Company**

**North Island:**

- Allied Petroleum
- Direct Fuels
- Farmlands Fuel \*\*
- McFalls Fuel
- North Fuels
- Toll United

**South Island:**

- Allied Petroleum
- Farmlands Fuel \*\*
- McKeown Petroleum
- Nelson Petroleum
- RD Petroleum
- South Fuels

*\*\* Farmlands Fuel require a minimum tank size of 1000L and that an indemnity form be completed before a delivery will be made.*

**Frequency of Delivery:**

How often would you like a delivery?

- Phone in basis (ie as required)

OR

- Routine Delivery  
Please specify \_\_\_\_\_

When do you require your next delivery? \_\_\_\_\_

What would you like delivered? (eg. fill of diesel) \_\_\_\_\_

**Excise duty claims:**

Would you like a quarterly summary of your fuel usage sent to you for the purposes of claiming back excise duty on your petrol purchases (Please note this does incur a duplicate statement fee)?

Yes/No (please circle one)



<b>BANK INSTRUCTIONS</b>
<b>NAME:</b> (Of Bank Account)

<b>AUTHORITY TO ACCEPT DIRECT DEBITS (Not to operate as an assignment or agreement)</b>
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<b>BANK ACCOUNT FROM WHICH PAYMENTS TO BE MADE:</b>			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch	Account Number	Suffix

<b>AUTHORISATION CODE 0616875</b>
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(Please attach an encoded deposit slip to ensure your number is loaded correctly)

To: The Bank Manager,

<b>BANK:</b>
<b>BRANCH:</b>
<b>TOWN/CITY:</b>

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

## FUEL TO GO LIMITED

(hereinafter referred to as the Initiator)

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 below.

### INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT:

<b>PAYER PARTICULARS</b>	<b>PAYER CODE</b>	<b>PAYER REFERENCE</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<b>YOUR SIGNATURE(S)</b> _____
<b>DATE:</b> / /

Approved <b>1687</b> <b>05   2005</b>	For Bank Use Only Original – Retain at Branch	<b>BANK STAMP</b>
Date Received:	Recorded 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 the debiting at least 10 calendar days before (but not more than 2 calendar months) the date when 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 (2) days prior to the initiating 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.

(c) May, upon receiving an "authority transfer form" (dated after the day of this authority) signed by me/us and addressed to a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that transfer form and this Authority for the account identified in the authority transfer form.

#### 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 passed to my/our account in good faith 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 in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lies 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 Initiators 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 on force from time-to-time

(d) Upon receipt of an "authority to transfer form" signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Authority to Accept Direct Debit.



## Trade Terms

### Definitions

"Account" means all accounts (however titled) provided by FTG at the request of the Customer, to record any transaction, purchase of Goods or receipt of Goods prior to payment.

"Address for Service" means the Postal/email address or fax number last notified by the Customer or Guarantor. 641 State Highway 83, Papakaio, RD 15K, Oamaru for FTG.

"Application" means the application for the Account/Fuelcard made by the Customer.

"Authorised Person" means a person to whom a Fuelcard is issued or who is otherwise authorised to use that Fuelcard.

"Card Signatory" means the person/legal entity named on and/or using a Fuelcard.

"Customer" means the purchaser of Goods; the Card Signatory; the person/legal entity described in the Application, and/or the Customer of FTG, who apply for and open an Account or who operate the Account to record any transaction, buy Goods from or through FTG.

"Default Event" means an event where:

- a) the Customer fails, or in FTG opinion is likely to fail, to comply with the Trade Terms, or any other contract with FTG;
- b) the Customer commits an act of bankruptcy;
- c) the Customer enters into any composition or arrangement with creditors;
- d) if the Customer is a company:
  - aa) does any thing which would make it liable to be put into liquidation;
  - bb) fails to provide a certificate of solvency within 10 days of receiving a written demand from FTG;
  - cc) a receiver or statutory or official manager is appointed over all or any of its assets;
  - dd) a resolution is passed or an application is made for liquidation;
  - ee) the ownership or effective control of the Customer or the Customer business is transferred or the nature of the Customer business materially altered.

"Due Date" means the date notified by FTG to the Customer by which Sum Owing must be paid and if no date is specified, is by the 20<sup>th</sup> day of the month following the Statement month closing balance.

"Fuelcard" means any specified purchases credit card, linked and used to debit the Account.

"FTG" means Fuel to Go Limited and its directors, managers and any duly authorised agent.

"Guarantor" means the guarantor(s) signing a Deed of Guarantee and Indemnity in favour of FTG.

"Goods" means goods and/or services provided by FTG or arranged through FTG at the request of the Customer and recorded to the Account or Invoice.

"Invoice" means the business record of Goods.

"Invoice Date" means the date recorded by FTG for any Goods debited to the Account.

"PIN" means the confidential personal identification number for use with a Fuelcard.

"PPSA" means the Personal Property Securities Act 1999.

"Statement" means FTG business record of Account transactions.

"Statement month closing balance" means the amount specified in the Statement month to be paid by Due Date.

"Sum Owing" means the Statement month closing balance notified by FTG and includes all Fuelcard use.

"Supplier" means a supplier in a business relationship with FTG.

"Trade Terms" means the terms relating to the operation of the Account and the supply of Goods recorded on Invoice.

### Sum Owing

1. The Customer shall pay the Sum Owing to FTG:
  - 1.1 in full without any deductions, whether by way of set off, counter claim, or any other equitable legal claim;
  - 1.2 by automatic bank direct debit.
2. The Sum Owing may include:
  - 2.1 goods and services tax and any other taxes, duties and levies payable in respect of the Goods at the date of Invoice;
  - 2.2 the amount of any increase in the cost of the Goods added by a Supplier due to an Invoice error.

### Payment

3. The Customer shall pay the Sum Owing to FTG by the Due Date.
4. FTG may apply any payment:
  - 4.1 received from or on behalf of the Customer;
  - 4.2 due by FTG to the Customer;
  - 4.3 due by FTG to any legal entity owned by, related (as defined by the Companies Act 1993) to, or effectively controlled by the Customer;

in reduction of the Sum Owing as FTG thinks fit to preserve any purchase money security interest it has in the Goods.
5. The Customer acknowledges:
  - 5.1 FTG continues to supply and arrange the supply of Goods on condition that all payments received by FTG from the Customer are valid and made in the ordinary course of the Customer business;
  - 5.2 FTG receives all payments in the ordinary course of the Customer business and in good faith and in the reasonably held belief as to the validity of those payments;
  - 5.3 the understanding of FTG towards its business with the Customer shall apply until the Customer gives notice in writing to FTG of the Customer inability to pay due debts and that the Customer purpose in making further payment is to enable FTG to receive more towards satisfaction of the Sum Owing than it would otherwise have received or have been likely to have received in any liquidation/insolvency of the Customer;

- 5.4 FTG has, in accepting each Customer payment, altered its position in reliance on the validity of each payment:
- 5.4.1 by delaying revocation of the authority granted to the Customer in clause 12.2;
  - 5.4.2 by the continued supply of Goods after the receipt of each payment whether or not the Customer pays for the Goods;
  - 5.4.3 if payment is received after Due Date by foregoing its right to commence recovery action against the Customer, or Guarantor.

### Trade

6. The supply of Goods shall be completed upon:
- 6.1 despatch from FTG;
  - 6.2 despatch/supply from FTG supplier when supplied direct to the Customer.
7. FTG shall not:
- 7.1 be liable for either failure to supply, refusal to supply, or defective supply of Goods;
  - 7.2 guarantee a continuing relationship with any supplier of the Goods.

### Risk and Security Interest

8. Risk of any loss, damage or deterioration to the Goods passes to the Customer upon supply.
9. Ownership of the Goods remains with FTG and does not pass to the Customer until the Customer pays the Sum Owing to FTG.
10. Until payment of the Sum Owing the Customer shall (where the Goods are bulk fuel) insure the Goods for their full insurable value with FTG interest noted on the relevant insurance policy.
11. The Customer grants a security interest in the Goods to FTG as security for payment of the Goods, and for any other amounts from time to time owing by the Customer to FTG, and for the performance by the Customer of all the Customer other obligations to FTG ("Customer indebtedness and obligations"). For the purposes of, and to ensure a maximum benefit and protection for FTG by virtue of the PPSA (s36), the Customer confirms and agrees that the Customer intends to, and does grant to FTG, a security interest in all of the Customer present and after acquired property as security for the Customer indebtedness and obligations.
12. While ownership of the Goods remains with FTG and the Goods secure the Customer indebtedness and obligations:
- 12.1 the Customer must store the Goods separately, not mix them, and identify them as belonging to FTG;
  - 12.2 FTG authorises the Customer in the ordinary course of the Customer business to only use the Goods, resale is not permitted;
  - 12.3 the authority in 12.2 is revoked when:
    - 12.3.1 a Default Event occurs;
    - 12.3.2 FTG notifies the Customer at the Address for Service that the Customer authority is revoked;
  - 12.4 if the Goods (for which payment has not been made) are not kept in a manner so as to enable the Goods to be clearly identified as the property of FTG, then FTG is deemed to be the owner of the quantity of the Goods equivalent to the quantity of the Goods for which payment has not been made.

- 12.5 The Customer must advise FTG immediately of a Default Event or any action by third parties (including any of the Customer creditors) affecting FTG security interest in the Goods;
- 12.6 FTG as the Customer agent (and pursuant to an irrevocable licence granted by the Customer) may enter the premises where the Goods are stored and remove them, without being responsible for any damage caused and the Customer shall indemnify FTG against any claim or costs arising from such action;
- 12.7 FTG may resell any of the Goods and apply the proceeds of sale in reduction of the Sum Owing.
13. The Customer agrees to promptly do anything that FTG reasonably requires to:
- 13.1 ensure that FTG has a first ranking perfected security interest in all of the Goods (and any sale proceeds);
  - 13.2 enable registration of a financing statement or financing change statement under PPSA.
14. If the Customer resells or uses the Goods before ownership in the Goods has passed to the Customer, the proceeds of such sale or use shall be received and held by the Customer (in whatever form) in trust for both the Customer and FTG. FTG interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed the Sum Owing. The balance proceeds (if any) shall be the Customer beneficial interest under that trust.
15. FTG may commence an action for the Sum Owing when ownership of the Goods may not have passed to the Customer.

### Contracting Out of the PPSA

16. The Customer waives the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under the Trade Terms.
17. The Customer:
- 17.1 shall not register a financing statement or a change demand without the prior written consent of FTG;
  - 17.2 waives, contracts out of and agrees that nothing in sections 107, 114, 116, 117, 120, 121, 125, 127, 129, 131, 133 and 134 of the PPSA shall apply to the Trade Terms, or any security interest under the Trade Terms;
  - 17.3 shall pay all costs, expenses and other charges incurred by FTG relating to:
    - 17.3.1 the filing of a financing statement or financing change statement;
    - 17.3.2 any disputes or negotiations with third parties claiming an interest in the Goods;
 in connection with the Trade Terms.

### Claims and Liability Limitation

18. Except as provided in any express warranty given and to the extent permitted by law, FTG:
- 18.1 excludes all warranties, descriptions, representations or conditions whether implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, suitability for purpose, or otherwise and all specific conditions even though such conditions may be known to FTG;

- 18.2 excludes liability in any way to the Customer or any third party, whether in tort (including negligence), contract, or otherwise, for any loss or damage whatsoever whether direct, or indirect, special, or consequential, and the Customer indemnifies FTG against any such claim;
- 18.3 states that any liability in respect of the Goods shall be limited to the price of the Goods;
- 18.4 advises that it does not intend to contract out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act.
19. FTG may at its complete discretion, give credit for the Goods not supplied or incorrectly recorded; or supplied and established to be defective provided that:
- 19.1 any claim or dispute of a business record on an Invoice or Statement must be notified in writing to FTG at its Address for Service within 10 days following the date of the business record or delivery of the Goods together with all supporting documentation;
- 19.2 all claims must specifically identify the incorrect business record or defect;
- 19.3 the Customer shall take all steps to ensure that FTG has every opportunity to investigate the claim.
20. Unless FTG accepts a correction should be made, the Customer acknowledges that excluding a Default Event each Invoice and Statement is the only business record for the Account.
21. The decision by FTG in respect of a Customer claim shall be accepted as conclusive and binding by the Customer, and shall not be removable into any Court or restrainable by injunction.
22. If the Customer acquires the Goods for business purposes the Consumer Guarantees Act 1993 does not apply to the Goods. (In the absence of express written acknowledgement by FTG to the contrary the Application by the Customer is determination that the Customer acquires Goods for business purposes.)
23. The Customer is not permitted to on sell the Goods. The Customer indemnifies FTG against any liability or costs, incurred by FTG under the Consumer Guarantees Act 1993, as a result of any breach by the Customer of the Trade Terms.
- Fuelcard**
24. A Fuelcard is issued by FTG to the Customer for use in conjunction with a Supplier. The Customer is responsible for:
- 24.1 ensuring that the Authorised Person/Card Signatory complies with the Trade Terms;
- 24.2 any use of a Fuelcard whether authorised or not.
25. The Authorised Person/Card Signatory must:
- 25.1 immediately sign the Fuelcard when it is received and not use it until it is signed;
- 25.2 not use the Customer Account number as a PIN;
- 25.3 keep the PIN secure;
- 25.4 not allow anyone else to use the Fuelcard or PIN;
- 25.5 not attempt to obtain cash for refund of Goods or be party to negotiation for direct "cash" discounts with a Supplier;
- 25.6 ensure that the Invoice correctly records all details relating to the Goods;
- 25.7 where a credit is due from a Supplier, ensure that the credit is passed in favour of FTG for the Customer;
- 25.8 notify FTG immediately the Fuelcard is lost, stolen, misused, or the PINS disclosed. Liability for Goods purchased by the unauthorised use of the Fuelcard (except where it results from fraud or negligence), shall cease upon FTG written acknowledgement of this notification;
- 25.9 return or destroy the Fuelcard when required to do so, or the Account is closed.
26. FTG shall not be responsible for:
- 26.1 any dispute between the Customer/ Card Signatory/ Authorised Person;
- 26.2 any dispute between the Customer/ Card Signatory/ Authorised Person, and any Supplier;
- 26.3 the actions of any Supplier;
- 26.4 any credit due by a Supplier to a Customer until notification of such credit is received from the Supplier;
- 26.5 any losses caused by occurrences beyond its control where a Fuelcard is unable to be used.
27. The Card Signatory shall be jointly and severally liable with the Customer to pay for all Goods purchased with a Fuelcard.
28. The Customer and Card Signatory agree that neither of them shall join FTG as a party to any claim involving a Supplier and expressly agree that any breach of this term is a Default Event.
- Default**
29. Should a Default Event occur FTG may at its sole discretion:
- 29.1 suspend or terminate the Account;
- 29.2 require immediate payment of the Sum Owing notwithstanding that the Due Date has not arrived;
- 29.3 may charge interest at the rate of 1.5% per month (or such other rate as shall be notified in writing to the Address for Service) in respect of the Sum Owing. Such interest shall accrue on a daily basis from the Invoice Date until payment in full and is charged by way of damages for failure to pay and does not imply the granting of, or extension of, credit by FTG to the Customer;
- 29.4 reverse any discounts recorded on the Account Invoices and Statements;
- 29.5 debit any other account the Customer may have to pay the Sum Owing;
- 29.6 make demand on the Card Signatory;

- 29.7 require the Customer and the Card Signatory to pay for, and separately indemnify FTG against, all Fuelcard and Account transaction fees as may be deemed appropriate by FTG, administration collection costs, legal costs of FTG as between solicitor and client, and any collection commissions, incurred as a consequence of a Default Event.
30. If required for the continued operation of the Account, or upon the occurrence of a Default Event FTG may complete and register an all obligations mortgage (Registrar General of Land approval 1998/2072) or caveat over any property owned by the Customer to secure the Sum Owing and all other monies owed by the Customer to FTG. The Customer irrevocably appoints any director of FTG as the attorney of the Customer for the purpose of completing such mortgage or caveat whilst the Sum Owing remains unpaid.

#### Information Use

31. The Customer, Card Signatory and Guarantor agree that:
- 31.1 the personal information provided, obtained and retained by FTG about them (including personal information about Customer/Guarantor directors, officers or trustees) will be held and used for any or all of the following purposes including determining eligibility for credit, the supply of Goods, enforcing debt and legal obligations under the Trade Terms the marketing of goods and services including emails and market research by FTG and any other FTG supplier;
- 31.2 the Trade Terms is the Customer, Card Signatory, Guarantor irrevocable authority to FTG to:
- 31.2.1 use any personal information for the purposes in clause 31.1;
- 31.2.2 provide any personal information (along with details of any dealings between the Customer, Card Signatory, Guarantor and FTG) to any third party (including a credit reporter where the personal information is able to be accessed for genuine credit related purposes by other credit inquirers);
- 31.2.3 obtain any information concerning the Customer, Card Signatory, Guarantor (including personal information about Customer/Guarantor directors, officers or trustees) from any other source for FTG business with the Customer, Card Signatory and Guarantor;
- 31.3 the Customer, Card Signatory, Guarantor must notify FTG of any change in circumstances that may affect the accuracy of the information provided by them to FTG;
- 31.4 the Customer, Card Signatory, Guarantor as a natural person and the Customer/Guarantor directors, officers or trustees, have rights of access to, and correction of any personal information held by FTG.

#### Assignment/Cancellation

32. FTG shall be entitled to assign to any other person or company all or part of the Sum Owing and the assignee shall be entitled to claim all or part of the Sum Owing and shall have the same rights of recovery as FTG.
33. FTG shall be entitled to cancel all or any part of the Trade Terms at any time with or without prior notice. Any such cancellation shall be without prejudice to FTG rights and remedies including, but not limited to, those which may arise from any breach or non-compliance by the Customer.

#### Other Trade Terms

34. If there is any inconsistency between the Trade Terms and any order submitted by the Customer, or any other arrangement between the parties, the Trade Terms shall prevail unless otherwise agreed in writing by the parties.
35. The Customer/Card Signatory shall not approach any Supplier for direct discounts, use the name of FTG, or reveal Supplier trading terms in any attempt to obtain personal discounts from businesses not associated with FTG. A breach of this term shall be a Default Event.

#### Waiver

36. If at any time FTG does not enforce the Trade Terms, or grants the Customer time or other indulgence, FTG shall not be construed as having waived the Trade Terms or its right to later enforce the Trade Terms.

#### Terms Separately Binding

37. Each clause of the Trade Terms is separately binding. If any provision is void, unenforceable or otherwise ineffective by operation of New Zealand law the remaining clauses shall continue to be valid and enforceable.

#### Changing the Trade Terms

38. FTG may add, change or remove clauses in the Trade Terms:
- 38.1 FTG can change the Trade Terms at any time without obtaining the consent of the Customer or Card Signatory;
- 38.2 FTG may advise when changes to the Trade Terms are to take effect by notice to the Customer Address for Service;
- 38.3 by signing the Application/Guarantee, using the Account/Fuelcard, the Customer/Guarantor/Card Signatory acknowledges that the Trade Terms apply to the Account;
- 38.4 the Customer acknowledged receiving a copy of the Trade Terms prior to signing the Application. A further copy can be obtained from FTG at the Address for Service or by downloading from the FTG website.

#### Sending Bills and Notices and Serving Documents

39. FTG will send or deliver its invoices, statements, notices, documents, to the Address for Service. The Customer, Card Signatory and Guarantor agree and acknowledge any:
- 39.1 invoice, statement, notice has been received 4 days after it has been sent;
- 39.2 facsimile has been received upon confirmation of transmission;
- 39.3 document has been served and received on the date of delivery;
- 39.4 email has been received within 1 day after it has been sent.
40. The Customer:
- 40.1 must inform FTG at the Address for Service giving not less than 14 days prior notice in writing (addressed to the Director):
- 40.1.1 of any proposed change in the Customer name;
- 40.1.2 if the Address for Service, contact phone number/email address is changed, or the Account is to be closed;

- 40.2 remains liable for the Sum Owing, all Fuelcard use, and all invoices debited to the Account where FTG has not acknowledged in writing receipt of the Customer instructions to close the Account.

#### **Use of Goods**

41. The Customer/Card Signatory accepts the advice and information provided by FTG or a Supplier to the Customer /Card Signatory relating to the Goods is given in good faith and based on the information provided by the Customer/Card Signatory. The decision to order and use the Goods is that of the Customer/Card Signatory.

#### **Returns**

42. Where FTG at its discretion allows the Customer to return the Goods (not defective or non complying), FTG reserves the right to charge, in addition to any delivery costs, a return fee.

#### **Circumstances Beyond Control**

43. FTG shall not be liable for any failure to supply the Goods, or to meet any other obligations claimed as owed to the Customer.

#### **Legal Forum**

44. The Customer expressly acknowledges and agrees that:
- 44.1 any dispute or legal proceedings between the Customer and FTG shall be filed in and be heard at either the Disputes Tribunal, District Court or the High Court at Timaru;
  - 44.2 for the purpose of any dispute or legal proceeding the residence or principal place of business of the Customer is nearest to either the Disputes Tribunal, District Court or the High Court at Timaru;
  - 44.3 for determining the place nearest to where the:
    - 44.3.1 actions that lead to the claim happened;
    - 44.3.2 property that is the subject of any claim is located;
    - 44.3.3 cause of action or some material part of it arose;
 that place shall be nearest to either the Disputes Tribunal, District Court or the High Court at Timaru.
45. The Trade Terms:
- 45.1 is subject to, governed by, and interpreted in accordance with New Zealand law;
  - 45.2 shall only be construed and spoken in the English language.

#### **Overall Discretion**

46. FTG may at any time in its discretion and without giving notice:
- 46.1 refuse further credit to the Customer;
  - 46.2 close the Account.