



PO Box 5125 Hamilton
Tel: (09) 377 8393. Fax: (09) 377 8394. Email: fueldirect@wpl.co.nz

ACCOUNT APPLICATION FORM

ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME (i.e. not trading name):

..... ("the Customer")

(Please tick) Sole Trader Individual Partnership Ltd Company Other (please state):

Trading as: Postal Address:

Physical Address: Email:

Nature of Business: Years in Business:

Telephone: Fax: Date of Birth:

Mobile Phone:

Contact Name & Position:

OWNERSHIP please insert Owner(s) / Directors Name(s) in full

1: 2:

Name of Accountant: Solicitor:

Bank: Branch: Acct No:

TRADE REFERENCES

Company	Contact Name	Phone Number	Account open since

DELIVERY DETAILS

Delivery Address:

Delivery Instructions:

PAYMENT METHOD (by 20th of month)

Cheque

Direct Credit

Direct Debt (attached form)

ACCOUNT APPLICATION MUST BE SIGNED ON REVERSE P.T.O.

DO YOU NEED A MOBILCARD?

Complete the details below if you would like a Waitomo Petroleum Limited Mobilcard. No card or transactions fees are applicable. If you require more than three cards please contact us on Ph: 0800 922 123. Please note that you MUST complete a Direct Debit Authority to open a Waitomo Petroleum Limited Mobilcard Account.

Card Details: **Name:** (Eg Name of Cardholder or Vehicle Rego #)

Card 1

Fuel & Oil Only 1 9 PIN number required Yes No (please tick)

Card 2

Fuel & Oil Only 1 9 PIN number required Yes No (please tick)

Card 3

Fuel & Oil Only 1 9 PIN number required Yes No (please tick)

We would appreciate it if you could indicate how you found out about us?

- | | | |
|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> Word of Mouth | <input type="checkbox"/> Driver/Truck | <input type="checkbox"/> Yellow Pages |
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Sponsorship | <input type="checkbox"/> Radio |
| <input type="checkbox"/> Mail Drop | <input type="checkbox"/> Other _____ | |

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Fuel Direct, a division of Waitomo Petroleum Limited, that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer.

Signed

Print Name Designation

Dated this day of 20

This account form must be signed in order for your account application to be processed

TERMS & CONDITIONS OF TRADE

DEFINITIONS

- 1.1 "Fuel Direct", a division of Waitomo Petroleum Ltd shall mean Fuel Direct, a division of Waitomo Petroleum Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd.
- 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd to the Customer; and
 - 1.3.2 all Products supplied by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd to the Customer; and
 - 1.3.3 all inventory of the Customer that is supplied by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd; and
 - 1.3.4 all Products supplied by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd and further identified in any invoice issued by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Products that are marked as having been supplied by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd; and
 - 1.3.6 all of the Customer's present and after-acquired Products that Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd has performed work on or to or in which goods or materials supplied or financed by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd have been attached or incorporated.
 - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Products and Services" shall mean all products, goods, services and advice provided by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd to the Customer and shall include without limitation the supply, distribution and delivery of fuel and lubricants and fuel related products and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd to the Customer.
- 1.5 "Price" shall mean the cost of the Products and Services as agreed between Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd and the Customer and includes all disbursements eg charges Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd pay to others on the Customer's behalf subject to clause 4 of this contract.

ACCEPTANCE

- 2.1 Any instructions received by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd from the Customer for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd to any other party.
- 3.2 The Customer authorises Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd between the date of the contract and delivery of the Products and Services.

PAYMENT

- 5.1 Payment for Products and Services shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.

TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 6.1 Title in any Products supplied by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd passes to the Customer only when the Customer has made payment in full for all Products provided by Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd and of all other sums due to Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd by the Customer on any account whatsoever. Until all sums due to Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd by the Customer have been paid in full, Fuel Direct, a division of Fuel Direct, a division of Waitomo Petroleum Ltd has a security interest in all Products.
- 6.2 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Fuel Direct, a division of Waitomo Petroleum Ltd until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be assigned to Fuel Direct, a division of Waitomo Petroleum Ltd as security for the full satisfaction by the Customer of the full amount owing between Fuel Direct, a division of Waitomo Petroleum Ltd and Customer.
- 6.3 The Customer gives irrevocable authority to Fuel Direct, a division of Waitomo Petroleum Ltd to enter any premises occupied by the Customer or on which Products are situated at any reasonable time

after default by the Customer or before default if Fuel Direct, a division of Waitomo Petroleum Ltd believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Fuel Direct, a division of Waitomo Petroleum Ltd shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Fuel Direct, a division of Waitomo Petroleum Ltd may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as Fuel Direct, a division of Waitomo Petroleum Ltd reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 6.4 Where Products are retained by Fuel Direct, a division of Waitomo Petroleum Ltd pursuant to clause 6.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 6.5 The following shall constitute defaults by the Customer:
 - 6.5.1 Non payment of any sum by the due date.
 - 6.5.2 The Customer intimates that it will not pay any sum by the due date.
 - 6.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.
 - 6.5.4 Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Fuel Direct, a division of Waitomo Petroleum Ltd remains unpaid.
 - 6.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
 - 6.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
 - 6.5.7 Any material adverse change in the financial position of the Customer.

7. PAYMENT ALLOCATION

- 7.1 Fuel Direct, a division of Waitomo Petroleum Ltd may in its discretion allocate any payment received from the Customer towards any invoice that Fuel Direct, a division of Waitomo Petroleum Ltd determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Fuel Direct, a division of Waitomo Petroleum Ltd, payment shall be deemed to be allocated in such manner as preserves the maximum value of Fuel Direct, a division of Waitomo Petroleum Ltd's purchase money security interest in the Products and Services.

8. LIABILITY

- 8.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Fuel Direct, a division of Waitomo Petroleum Ltd which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Fuel Direct, a division of Waitomo Petroleum Ltd, Fuel Direct, a division of Waitomo Petroleum Ltd's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 8.2 Except as otherwise provided by clause 8.1 Fuel Direct, a division of Waitomo Petroleum Ltd shall not be liable for:
 - 8.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products and Services by Fuel Direct, a division of Waitomo Petroleum Ltd to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by Fuel Direct, a division of Waitomo Petroleum Ltd to the Customer; and
 - 8.2.2 The Customer shall indemnify Fuel Direct, a division of Waitomo Petroleum Ltd against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Fuel Direct, a division of Waitomo Petroleum Ltd or otherwise, brought by any person in connection with any matter, act, omission, or error by Fuel Direct, a division of Waitomo Petroleum Ltd its agents or employees in connection with the Products and Services.

9. WARRANTY

- 9.1 Manufacturer's warranty applies where applicable.

10. CONSUMER GUARANTEES ACT

- 10.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products and Services from Fuel Direct, a division of Waitomo Petroleum Ltd for the purposes of a business in terms of section 2 and 43 of that Act.

11. MISCELLANEOUS

- 11.1 Fuel Direct, a division of Waitomo Petroleum Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 11.2 Failure by Fuel Direct, a division of Waitomo Petroleum Ltd to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Fuel Direct, a division of Waitomo Petroleum Ltd has under this contract.
- 11.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

WAITOMO PETROLEUM LIMITED CARDHOLDERS

- 12.1 The preceding conditions apply to all Waitomo Petroleum Ltd Cardholders.
- 12.2 In this agreement the words and phrases referred to below are defined as follows:
- 12.2.1 "Cardholder" means in respect of a:
- Personal Card – the person whose name is imprinted by Mobil on the Card;
 - Vehicle Card – the driver of the vehicle, the registration number of which is imprinted by Waitomo Petroleum Ltd on the Card;
- 12.2.2 "Account Holder" means, if different from the person whose name is imprinted by Waitomo Petroleum Ltd on the Card, the person who has entered this agreement with Waitomo Petroleum Ltd whose full legal name is stated on the Waitomo Petroleum Ltd account application.
- 12.2.3 "Credit Voucher" means a voucher, or the procedure in the case of an Electronic Transaction, prescribed by Mobil to enable a credit to be granted to the Cardholder.
- 12.2.4 "ECM Network" means Mobil's electronic funds transfer at point of sales network.
- 12.2.5 "Electronic Transaction" means a Mobilcard transaction effected through the ECM Network.
- 12.2.6 "Floor Limit" means \$1,000.00 or any other amount notified by Waitomo Petroleum Ltd from time to time.
- 12.2.7 "Mobilcard" and "Card" mean the Mobilcard credit card issued by Waitomo Petroleum Ltd to the Cardholder.
- 12.2.8 "Mobil Outlets" means Mobil service stations, dealerships, depots and fuel dispensing facilities throughout New Zealand where Mobilcards are able to be used.
- 12.2.9 "Zone Pricing" means Waitomo Petroleum Ltd's zone price for Products as amended by Waitomo Petroleum Ltd from time to time.
- 12.2.10 "Other Goods" means those goods which are not Products and, subject to the terms the Mobilcard is issued on, are permitted to be purchased by the Cardholder by presentation of the Mobilcard.
- 12.2.11 "PIN" stands for Personal Identification Number issued by Mobil to, or selected by, the Cardholder in relation to a Mobilcard.
- 12.2.12 "Products" means Mobil petroleum products.
- 12.2.13 "Sales Voucher" means a voucher in the form prescribed by Mobil for use in connection with purchases by the Cardholder.
- 12.2.14 In this Agreement unless the context otherwise requires or specifically otherwise states:
- if the Cardholder comprises more than one person, each of those persons' liability is joint and several;
 - reference to a party or person includes any form of entity and their respective successors, assignees and representatives;
 - amounts are in New Zealand dollars and New Zealand law applies;
 - the singular includes the plural and vice versa;
 - time is of the essence.

OWNERSHIP OF CARD

- 13.1 Mobil retains ownership of any Mobilcard issued to a Cardholder.

THE CARD

- 14.1 The Cardholder must sign the Mobilcard with the Cardholder's usual signature immediately upon receipt of it for identification and prevention of unauthorised or fraudulent use by any other person.
- 14.2 The Cardholder must keep the Card in a safe place at all times and ensure no-one else uses it.
- 14.3 The Cardholder cannot assign or pass on the obligations under this Agreement to any other person.

USING THE CARD

- 15.1 Any Cardholder who is authorised by Waitomo Petroleum Ltd may use the Mobilcard for the purchase of Fuel and Oil from Mobil Outlets.
- 15.2 No purchase on a Mobilcard is complete until the Cardholder has properly completed either a Sales Voucher or an Electronic Transaction.
- 15.3 The Card cannot be used to obtain cash from a Mobil Outlet or to purchase Mobil Smart Vouchers or any other gift or petrol vouchers which may be available at the Mobil Outlet.
- 15.4 Mobilcard purchases are charged at either Zone Price or those which are charged at the relevant Mobil Outlet.
- 15.5 No single transaction on Mobilcard is able to exceed the Floor Limit.
- 15.6 Where the Cardholder, in any transaction, fails after three attempts to properly enter the PIN and have it accepted by the ECM Network, no purchase will be made by the Cardholder either by Sales Voucher or Electronic Transaction.
- 15.7 The Cardholder shall keep Waitomo Petroleum Ltd advised of any change of address of the Cardholder during the use of the Card and the operation of the Account.

COSTS

- 16.1 The Cardholder will pay to Waitomo Petroleum Ltd:
- any transaction fee for each transaction on the Mobilcard;
 - any government charges, taxes, duties or levies, including GST, which may be applicable from time to time;
 - any other fees charged by Waitomo Petroleum Ltd.

LOSS AND UNAUTHORISED USE OF THE CARD

- 17.1 If the Card is lost, stolen, mislaid or the PIN number disclosed or if the Cardholder knows the Card is in the possession of another person, the Cardholder shall immediately notify Waitomo Petroleum Ltd of the loss and give Waitomo Petroleum Ltd all relevant information.
- 17.2 Any delay may make the Cardholder and Account Holder liable for unauthorised transactions processed on the Mobilcard before the loss or theft was reported.
- 17.3 Provided the Cardholder has complied with these terms and conditions and has made immediate notification of the loss of the Card, in the event of subsequent unauthorised use of the Card the maximum liability of the Cardholder shall be \$50.00.
- 17.4 However, where the Cardholder has not complied with these terms and conditions and there has been unauthorised use of the Card or when the Cardholder has contributed to the loss by unreasonably delaying notification to Waitomo Petroleum Ltd of a failure to retain possession of the Card or by any fraudulent negligent act, the Cardholder's liability shall be the lesser of:
- the actual loss at the time the Cardholder notified Waitomo Petroleum Ltd; or
 - the maximum amount the Cardholder would have been able to access over this period; or

(c) the total credit available from the Cardholder's account.

- 17.5 If the Cardholder's action was unintentional the Cardholder still may be liable for the loss if the Cardholder has not complied with these terms.

18. REPLACEMENT CARD

- 18.1 Waitomo Petroleum Ltd will replace any lost, stolen or damaged Card, at the Cardholder's request and on payment of any applicable fees. Any replacement Card will be subject to the terms and conditions of this Agreement as if it were the original Card. Waitomo Petroleum Ltd may, at any time, charge a fee for a replacement Card.

19. TERM OF AGREEMENT

- 19.1 This Agreement shall commence when the Cardholder is notified by Waitomo Petroleum Ltd that they have authority to use the Mobilcard.
- 19.2 The Cardholder may terminate this Agreement by giving Waitomo Petroleum Ltd 14 days' written notice of such termination.
- 19.3 Waitomo Petroleum Ltd may terminate this Agreement at any time without notice to the Cardholder.
- 19.4 On termination, the Cardholder will cut the Card in two and return both pieces of the Card to Waitomo Petroleum Ltd.
- 19.5 "The Cardholder and Account Holder, if different, will still be liable for any transactions made on the Cardholders account and any other liability or obligation under this Agreement up to the time of termination".

20. AMENDMENTS AND ERRORS

- 20.1 Waitomo Petroleum Ltd may vary any or all of the terms of this Agreement at any time by giving the Cardholder 21 days notice in writing if the change effects the Cardholder's maximum liability for losses or adjusts any transaction limits.
- 20.2 Waitomo Petroleum Ltd may at any time correct any error relating to a transaction on Mobilcard, whether or not the correction is in the Cardholder's favour.

21. LIABILITY

- 21.1 Any difficulties the Cardholder may experience with Products or other goods purchased on Mobilcard remain the sole responsibility of the Mobil Outlet from which they were purchased, without recourse to Mobil.

22. NOTICE

- 22.1 Any notice given:
- by the Cardholder must be marked to the attention of the Manager and received by Waitomo Petroleum Ltd either by facsimile or post;
 - by Waitomo Petroleum Ltd is delivered either to a company's registered office or to an individual's last known address or by public notice in the applicable metropolitan paper.

23. MISCELLANEOUS

- 23.1 Waitomo Petroleum Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 23.2 Failure by Waitomo Petroleum Ltd to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Waitomo Petroleum Ltd has under this contract.
- 23.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.