

Fuelcard Agreement



This Agreement sets out the terms of the creation and operation of an account (the "Account") by Fuel Supply Limited ("Company") to be used for purchases of Products and Other Goods, from Authorised Dealers

1. DEFINITIONS AND INTERPRETATION

In this Agreement the words and phrases referred to below are defined as follows:

"Company" mean Fuel Supply Ltd or Fuel Supply.

"Account Holder" means whoever has applied for a Fuel Supply Card account and thereby holds themselves out as having primary obligations to comply with this Agreement and who is granted a Fuelcard account subject to these terms and conditions including by way of example, a person or company or trustee or partner of a partnership or any representative of any of these.

"Fuelcard" means any card issued by Fuel Supply Ltd in conjunction with Mobil, also known as Fuel Supply Mobilcard to the Account Holder for use by Cardholder, or any replacement card issued from time to time.

"Authorised Dealers" means outlets in New Zealand as notified by Fuel Supply or Mobil from time to time, that accept the Fuelcard for purchases of Products.

"Cardholder" means the Account Holder, or any person authorised by the Account Holder to use a Fuelcard.

Card Limits means each of the following limits collectively:

"Transaction Limit" is the maximum dollar amount available per purchase, per card as set by the Account Holder, or a default of \$200

"Daily Limit" is the maximum dollar amount available per day, per card as set by the Account Holder, or a default of \$500

"Monthly limit" is the maximum dollar amount available per month, per card as set by the Account Holder, or a default of \$1500

"Credit Limit" means the maximum amount of credit which Company will extend to the Account Holder for Fuelcard Purchases.

"Pump Price" means Mobil's price for Products as amended by Mobil from time to time.

"Mobil" means both the company and its Fuelcard service providers

"PIN" stands for the Personal Identification Number issued by Fuel Supply to, or selected by, the Cardholder in relation to a Fuelcard.

"Products" means Mobil petroleum products available to the Cardholder either directly or through Mobil's Authorised Dealers.

1.2 In this Agreement, unless the context otherwise requires or specifically otherwise states:

- a) if the Account Holder comprises more than one person, each of those person's liability is joint and several;
- b) reference to a party or person includes any form of entity whether incorporated or not, and their respective successors, assignees and representatives;
- c) amounts are in New Zealand dollars and New Zealand law applies;
- d) the singular includes the plural and vice versa;
- e) time is of the essence.

2. OWNERSHIP OF CARD

2.1 Company retains ownership of any Fuelcard issued to an Account Holder.

3. THE CARD

3.1 The Cardholder must sign the Fuelcard with the Cardholder's usual signature immediately upon receipt of it for identification and to assist with prevention of unauthorised or fraudulent use by any other person.

3.2 The Cardholder must keep the Fuelcard in a safe place at all times and ensure no-one else uses it.

3.3 The Cardholder must not disclose the PIN to any unauthorised users, must keep the PIN in a safe place at all times, and ensure no-one else uses it.

3.4 The Account Holder and Cardholder cannot assign or pass on the obligations under this Agreement to any other person.

3.5 The Account Holder is responsible for ensuring the Fuelcard and PIN is protected against being lost, stolen or mislaid or subject to unauthorised or fraudulent use and shall procure the Cardholder to undertake the Cardholder responsibilities and obligations set out in this Agreement.

4. USING THE CARD

4.1 The Account Holder agrees that they will use the Fuelcard only in accordance with this Agreement and will guarantee the observance of the terms and conditions of this Agreement by all its Cardholders and indemnify Fuel Supply Ltd or Mobil for any loss caused by any of its Cardholders as a result of breach of the terms and conditions of this Agreement.

4.2 Any Cardholder may use the Fuelcard for the purchase of Products from Authorised Dealers, subject to the validity of the Fuelcard, purchase restrictions and clause 4.7

4.3 Fuelcard purchases are charged at either Fuelcard Price or those which are charged at the relevant Authorised Dealer. Company may, at its discretion, discount the Fuelcard Price to the Account Holder and may vary such discount, from time to time.

4.4 The Cardholder must comply with all Card Limits for all purchases at all times. The Cardholder must not directly or indirectly do or permit (by act or omission) anything to avoid the application of any Card Limit. By way of example, a Cardholder shall not use the Card for multiple transactions associated with a single purchase which would otherwise breach a Card Limit nor allow any Authorised Dealer to transact multiple transactions associated with a single purchase which would otherwise breach a Card Limit. For the avoidance of doubt a single purchase is a purchase by Cardholder of one or more Products which if completed in aggregate in one transaction, are within the Card Limits.

4.5 Where the Cardholder, in any transaction, fails after three attempts to properly enter the PIN and gain online authorisation, no purchase will be made by that Cardholder with that card.

4.6 Customer Card Limits apply to all transactions. Transactions that are processed manually are subject to additional authorisation from Fuel Supply.

4.7 It is the Account Holder's responsibility to advise all their Cardholders of the Products and any purchase restrictions which Fuel Supply and Account Holder have agreed may be purchased on the Fuelcard.

4.8 It is the Cardholder's responsibility to check that all details on the Authorised Dealer receipt are correct and retain the receipt for the purposes of the Account Holder's own record and reconciliation requirements.

4.9 Upon the cancellation, termination or expiry of individual Fuelcard or the Fuelcard Account by the Account Holder or Company, the Account Holder will immediately destroy all issued Fuelcards and all amounts outstanding and owing to the Company by the Account Holder shall become immediately due and payable to Company whether or not demand is made. No purchases shall be made using a Fuelcard after its cancellation, expiry or termination.

5. ACCOUNT QUERIES

5.1 All Fuelcard queries relating to individual purchases, replacement Fuelcard/s, or requests for new Fuelcard/s should be directed to Fuel Supply 0800 102 181, info@fuelsupply.nz.

5.2 Company shall not be required to consider any question or dispute on the Account Holder's account notified more than 30 days after the receipt of the relevant statement or invoice.

6. COSTS

6.1 The Account Holder will pay to Fuel Supply:

- (a) Taxes and Duties - any government charges, taxes duties or levies, including GST, which may be applicable from time to time;
- (b) The current fees charged by Fuel Supply for
 - (i) Transaction Fees; (if any)
 - (ii) Account Fees; (if any)
 - (iii) Card Fees; and (if any)
 - (iv) any additional fees as determined by Fuel Supply from time to time
- (c) Any debt collection costs and legal costs including agency, solicitor and client costs incurred by Fuel Supply in seeking to recover any amount owing.

6.2 Fuel Supply reserves the right to vary these costs within reason and with written notice to the Account Holder.

6.3 The current schedule of fees maybe requested by the Account Holder via email.

7. LOSS AND UNAUTHORISED USE OF THE FUELCARD

7.1 If the Account Holder or Cardholder knows or has reason to believe the Fuelcard is in the possession of another person or that the Fuelcard is lost, stolen, mislaid or being misused, or the PIN number has been disclosed, the Account Holder or Cardholder shall immediately call 0800 732 277 to report the loss, providing all relevant information.

7.2 Until initial notice has received for the purposes of clause 7.1, the Account Holder shall be liable for any unauthorized use of the Fuelcard. Any delay in giving notice will make the Account Holder liable for unauthorised transactions processed on the Fuelcard prior to notice being given.

7.3 If the Cardholder's actions were unintentional but thereby result in any of the consequences described in clause 7.1, the Account Holder still may be liable at Fuel Supply's discretion for the loss if the Cardholder has not complied with these terms.

8. REPLACEMENT FUELCARD

8.1 Fuel Supply will replace any lost, stolen or damaged Fuelcard, at the Account Holder's request and on payment of any applicable fees, provided the Account Holder is not otherwise in breach of this Agreement. Any replacement Fuelcard will be subject to the terms and conditions of this Agreement as if it were the original Fuelcard. Fuel Supply may charge a fee for a replacement Fuelcard.

9. DEFAULT BY ACCOUNT HOLDER

9.1 If the Account Holder is late in payment or any payment by the Account Holder is dishonoured, then the Account Holder will pay to Fuel Supply the

Fuelcard Agreement



current dishonour fee. The current fee maybe requested by the Account Holder via email.

10. PAYMENT OF ACCOUNT

10.1 The Account Holder accepts the terms contained in this Agreement and will make payment in full within the credit period unless prior written approval has been obtained from Fuel Supply.

10.2 Company reserves the right to

- a) recover from the Account Holder all amounts for purchases on the Fuelcard which appear on the Account Holder's invoice and/or statement.
- b) set-off any outstanding debts owed to Company by the Account Holder against any moneys payable to the Account Holder by Company.
- c) Without prejudice to the other rights of the Company, if the Account Holder does not pay in full by the due date, then the Company reserves the right to charge interest on the outstanding amount at the lesser rate of the Bank bill yields 90 days rate as published by the Reserve Bank of New Zealand on their website at <http://www.rbnz.govt.nz/statistics/tables/b2> (Reference Rate) plus 10 percent per annum, or the maximum rate, if any, allowable under applicable local law. The interest charge will be calculated daily from the due date until the Company receives full payment. The Reference Rate used will be the effective rate on April 1 or first working day) of each year and may be adjusted annually. The Company reserves the right to adjust the Reference Rate more frequently when there is material change in local market conditions.

11. CREDIT LIMIT

11.1 The amount outstanding on the Account Holders Fuelcard Account including current month purchases must not exceed the Credit Limit. If the Account Holder fails to comply with this condition, then any amount charged to the account that is in excess of the Credit Limit shall be immediately payable by the Account Holder to Company upon demand. Company may, at its discretion, withdraw credit or refuse to supply Product and Other Goods if the Account Holder exceeds its Credit Limit or fails to make minimum payments.

11.2 Notwithstanding anything to the contrary herein, if Fuel Supply in its reasonable opinion, determines that the financial responsibility of the Account Holder Reseller or its guarantor (if applicable) has become impaired, or that financial assurances are necessary, Fuel Supply shall have the right to modify or terminate any credit arrangements upon notice to the Account Holder, and require immediate payment for Fuelcard.

Product and Other Goods already delivered and/or require prepayment or furnishing of other financial security or collateral acceptable to Fuel Supply for further Fuelcard transactions. Such financial security or collateral shall include but is not limited to a bank guarantee or a standby letter of credit.

12. TERM OF AGREEMENT

12.1 The terms and conditions of this agreement will apply from the date this Agreement is signed by the Account Holder. The Account Holder may terminate this Agreement by giving Fuel Supply 14 days' written notice of such termination and upon immediate payment of any outstanding moneys owing to Fuel Supply.

12.2 Company may take steps to prevent further use of any Fuelcard issued to an Account Holder or Cardholder at any time with or without notice and with or without providing a reason for the suspension or termination.

13. AMENDMENTS AND ERRORS 13.1 Company may vary any or, all of the terms of this Agreement at any time and will give the Account Holder 21 days' notice in writing if the change affects the Account Holder's maximum liability for losses or adjusts any card limits.

13.2 Fuel Supply will publish and keep current a copy of the latest and applicable terms of the Fuelcard Customer Agreement on the Fuel Supply Website, www.fuelsupply.nz the Account Holder shall ensure it reviews the website and terms from time to time so that it remains informed and up-to-date.

13.3 Fuel Supply may at any time correct any error relating to a transaction on Fuelcard, whether or not the correction is in the Account Holder's favour.

14. LIABILITY

14.1 Any difficulties the Cardholder may experience with Products purchased on the Fuelcard remain the sole responsibility of the Authorised Dealer from which they were purchased without recourse to Fuel Supply.

14.2 Where the Cardholder has been unable to complete a transaction for whatever reason, including the refusal by the Authorised Dealer to allow purchases to be made by using a Fuelcard, Fuel Supply shall not be liable for any losses or costs incurred by the Account Holder or Cardholder.

15. NOTICE

15.1 The Account Holder shall keep Fuel Supply advised of any change of the Account Holder's account details, including any change of address, during the use of the Fuelcard and the operation of the Account.

15.2 Any notice given:

(a) by the Account Holder must be received by Fuel Supply either by, e-mail or post; b) by Fuel Supply, must be given by writing to the Account Holder at the registered office if the Account Holder is a company, or otherwise at the Account Holder's last known email or post address notified to Fuel Supply pursuant to clause 15.1, and shall be deemed received by the Account Holder when left at that address or 3 business days after being emailed or posted to that address.

16. VALIDITY OF TERMS

16.1 The illegality, invalidity or unenforceability of any term of this Agreement shall not affect the legality, validity or enforceability of any other term.

17. SUPPLY AGREEMENT

17.1 These conditions of use are to be read in conjunction with the terms and conditions of any supply agreement between Company and the Account Holder. Account Holder acknowledges that its default under this Agreement constitutes a default under any supply or other agreement it has with Company.

18. WAIVER and NON-EXCLUSIVITY OF REMEDIES

18.1 Neither any failure nor any delay on the part of Fuel Supply in exercising any right, power or privilege hereunder or as a result of the Account Holders non-compliance of any provision hereunder shall operate as a waiver or acquiescence thereof. The waiver by Fuel Supply of any instance of the Account Holder's non-compliance with any obligation herein shall not be deemed a waiver of other instances, regardless of the nature and timing of such instances, or of Fuel Supply's remedies for such non-compliance. A breach of any term or provision of this Agreement by the Account Holder shall be waived only by written instrument of Fuel Supply. No waiver by Fuel Supply of any breach shall affect or alter this Agreement, but each and every term and provision of this Agreement shall continue in full force and effect with respect to any other then existing or prior or subsequent breach thereof. Fuel Supply's exercise of any right provided by this Agreement shall be without prejudice to any claim for damages or any other right of Fuel Supply under this Agreement or applicable law.

19. PRIVACY ACT 2020

19.1 Fuel Supply will ensure that any information received by it is held securely and will not use it or disclose it to any other person, except for the purposes below, or as authorised by the Account Holder or when required or authorised by law.

19.2 Any information received and held by Fuel Supply in respect of individuals is available to the Account Holder to see and correct if necessary, under the provisions of the Privacy Act 2020, upon request to Fuel Supply.

19.3 By entering into this Agreement, the Account Holder also authorises Fuel Supply to:

(a) use the information for the general purpose of establishing and maintaining a relationship between the Account Holder and Fuel Supply, including the provision of any products or services which Fuel Supply considers may be of interest to the Account Holder;

(b) collect such information as it may require for the normal and proper operation of the account the Account Holder holds with Fuel Supply from any source including credit information agencies. Any party requested by Fuel Supply to provide such information is authorised to disclose that information;

(c) disclose the information to other persons only in the following circumstances:

(i) Where disclosure is required or permitted by law;

(ii) Where disclosure to a reputable market research organisation subject to a confidentiality agreement, to assist Fuel Supply in seeking its customers' views on the existing and proposed services;

(iii) Where disclosure is to a reputable credit or other agency in response to a request regarding the Account Holder's creditworthiness.

20. Consumer Guarantees Act

20.1 Account Holder acknowledges and agrees that the acquisition of Products pursuant to these Terms and Conditions is for the purposes of a business and therefore the provisions of the Consumer Guarantees Act 1993 do not apply.

21. Counterparts and Electronic Transactions

21.1 If this Contract consists of a number of signed counterparts, each as an original and all of the counterparts together constitute the signed document;

21.2 The relevant laws applying to electronic transactions shall apply to this Contract in full. To the extent permitted by law, the parties agree that any matter set out in this agreement maybe evidenced through electronic communication and all records relating to this agreement including this Contract itself, maybe retained in electronic form which, in the absence of manifest error on the face of the document, shall be conclusive and binding on the parties.

21.3 No liability shall result to Fuel Supply as a result of diminishment or failure of power, telecommunications, data systems, or networks or any other act or omission by any person or entity which curtails or prevents Fuel Supply meeting

Fuelcard Agreement



its obligations hereunder. In such circumstances Fuel Supply will give notice to Account Holder as soon as reasonably practicable. If such an event delays Account Holder or Cardholder in performance in whole or in part of its obligations hereunder Account Holder will (i) notify Fuel Supply as soon as reasonably practicable, (ii) make commercially reasonable efforts to mitigate the impact of the cause of non-performance and remedy the same, and (iii) resume performance under this Agreement as soon as this cause has gone, Fuel Supply being released from its contractual obligations until such time. Nothing in this clause will release Account Holder or Cardholder from making payments due to Fuel Supply hereunder.

Conditions of the Fuelcard Agreement as set out above.

Signature: _____

Full Name: _____

Position: _____

Date: _____

Signature: _____

Full Name: _____

Position: _____

Date: _____

Signature: _____

Full Name: _____

Position: _____

Date: _____

I/We represent that I/We have authority to sign on behalf of:

Account name

Account Number: *FSL* _____