

# TASMAN FUELS CARD APPLICATION FORM

## COMPANY APPLICATION ONLY



The Applicant is desirous of establishing a credit trading account with TASMAN FUELS LIMITED ("TASMAN FUELS", "Supplier") and has submitted the information and financial particulars as set out in the attached forms. TASMAN FUELS has agreed to consider the Application and to advise the Applicant as to whether or not credit will be granted. It is agreed that in the event of TASMAN FUELS granting the Applicant credit facilities then such credit facilities shall be on the terms and conditions herein appearing on last page.

All fields are mandatory

Please tick reason for filling this form

- NEW ACCOUNT - New Card
- STOLEN - Replacement Card
- LOST - Replacement Card
- DAMAGED - Replacement Card
- Change of Options or Products
- CANCELLATION

DATE

### COMPANY REGISTERED NAME

  

### TRADING NAME

### COMPANY REGISTRATION NO

### DATE OF REGISTRATION

### ADDRESS OF REGISTERED OFFICE

### NATURE OF BUSINESS

### TELEPHONE

### FAX

### WEBSITE

### EMAIL

Would you prefer to receive your Invoices via Email?  
(By choosing this your physical invoice will not be issued via Mailing Address)

Email my Invoice  Post my Invoice

Is your company a (Please tick)

Sole Trader  Partnership  Company  Other

If other, please specify:

### POSTAL MAILING ADDRESS (if different)

### ALTERNATIVE INFORMATION

#### COMPANY NAME TO APPEAR ON CARD

Are you an existing Tasman Fuels Card customer?

If yes, please provide type of facility

#### ACCOUNT NUMBER

### Particulars of Shareholders | Directors | Partners | Proprietors

SURNAME	GIVEN NAME	RESIDENTIAL ADDRESS	PHONE	DRIVING LICENSE
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Have Shareholders | Directors | Partners | Proprietors ever been registered under any part of the Insolvency Act, or been under any special financial arrangement or, in the case of a Company, been subject to a scheme of arrangement and/or reconstruction under the Companies Act? Yes  No  If yes, please provide particular

**Card(s)/credit requirement details**

A TASMANTUELS Card is needed for use at any TASMANTUELS branded site.

Vehicle Registration OR Driver Name <i>(maximum 28 characters)</i>	Product(s) options <i>(please tick)</i>			Transaction Limit	Daily Limit	4 digit PIN Number			
	Diesel	91	95						
<i>e.g. Tim Example</i>	<i>x</i>		<i>x</i>	<i>\$200</i>	<i>\$500</i>				

Should the Account Holder wish to include purchase restrictions applicable to any particular TASMANTUELS Card, please specify the restrictions above.

The default option is : All Products (Diesel, 95,91).

A 4 digit PIN (Personal Identification Number) must be provided for each TASMANTUELS Card before issue.

Estimate of monthly account balance: \$.....

Default account due date 10th of the month following date of invoice (by direct debit).

**Account Holder Acknowledgement**

I/we, the Account Holder or on behalf of the Account Holder, by signing below specifically agree and acknowledge with TASMANTUELS as follows:

1. I/we have read and agree to be bound by this Agreement, including the Terms of Trade & Customer Agreement.
2. The information supplied by me/us to TASMANTUELS is true and correct.
3. I/we have authority to enter into this Agreement on behalf of the Account Holder.
4. I/we are not aware of any reason why this Application for credit should not be granted by TASMANTUELS.
5. I/we agree that TASMANTUELS hereby informs me that TASMANTUELS may:
  - (a) disclose to a credit reporting agency certain personal information about me/us and/or the Account Holder, including information contained in this Application, my/our and/or the Account Holder's identification, the amount of any Card Limit applied for or granted at any time in relation to the Account Holder, payments which may become overdue by the Account Holder at any time, advice that payments are no longer overdue by the Account Holder and/or any infringement which TASMANTUELS believes I/we and/or the Account Holder have committed;
  - (b) in assessing this Application and/or any later request for a Card Limit variation, may obtain from a credit reporting agency a credit report containing personal credit information about me/us and/or the Account Holder and a credit report containing information about my/our and/or the Account Holder's commercial activities or commercial credit worthiness; and
  - (c) give to and/or obtain from any third party information about my personal and/or commercial credit arrangements including information about my credit worthiness, credit standing, credit history and/or credit capacity for the particular purpose for which the information is required.

Account Holders Full Name: .....

*Account Holder to sign by way of the following:*

- |                                |  |
|--------------------------------|--|
| <i>Individual/Sole Trader:</i> | <i>Person applying</i>   |
| <i>Company:</i>                | <i>Two authorised directors (or if only one director, that director)</i> |
| <i>Partnership:</i>            | <i>All partners</i>  |
| <i>Trust:</i>                  | <i>All trustees</i>  |

Full name	signature	Date of Birth	ID type*	Date signed

\* Photo Identification must accompany the application (ie. photocopy of the driver's license or passport for each signatory)

### **Guarantee**

IN CONSIDERATION of TASMANSFUELS agreeing to provide credit to the Account Holder at the Guarantor's request, I/we as guarantor(s) (the Guarantor):

- (a) guarantee all obligations, including the payment of all monies, owing by the Account Holder from time to time to TASMANSFUELS and the performance by TASMANSFUELS of the covenants and obligations in this Agreement;
- (b) indemnify TASMANSFUELS against any loss TASMANSFUELS might suffer as a result of any breach of this Agreement;
- (c) covenant with TASMANSFUELS that:
  - (i) no release, delay or other indulgence given by TASMANSFUELS to the Account Holder or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release, prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier; and
  - (ii) as between the Guarantor and TASMANSFUELS, the Guarantor's obligation as guarantor is as surety and principal debtor and the Guarantor may for all purposes be treated as the Account Holder and TASMANSFUELS is under no obligation to take proceedings against the Account Holder before taking proceedings against the Guarantor;
- (d) acknowledge that this guarantee is for the benefit of, and may be enforced by, any person entitled for the time being to receive monies due by the Account Holder to TASMANSFUELS;
- (e) acknowledge that this is a continuing guarantee;
- (f) acknowledge that should there be more than one Guarantor, each Guarantor's liability under this guarantee is joint and several; and
- (g) agree to pay all outstanding amounts due to TASMANSFUELS by the Account Holder within seven business days of any notice to the Guarantor of any default in payment by the Account Holder, including any accrued interest and costs of enforcing this Agreement.

Guarantor Acknowledgement:

I/we, the Guarantor as guarantor(s), by signing below specifically agree and acknowledge with TASMANSFUELS as follows:

1. I/we have read and agree to be bound by this Agreement, including the Terms.
2. The information supplied by me/us to TASMANSFUELS is true and correct.
3. If the Guarantor is not an individual, I/we have authority to enter into this Agreement as guarantor.
4. I/we are not aware of any reason why this Application for credit should not be granted by TASMANSFUELS.
5. I/we acknowledge that TASMANSFUELS has advised me/us to seek independent legal advice in respect of these guarantee obligations.
6. I/we agree that TASMANSFUELS hereby informs me that TASMANSFUELS may:

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**COMPANY APPLICATION ONLY**



- (a) disclose to a credit reporting agency certain personal information about me/us and/or the Guarantor, including information contained in this Application, my/our and/or the Guarantor’s identification, payments which may become overdue by the Guarantor at any time, advice that payments are no longer overdue by the Guarantor and/or any infringement which TASMANFUELS believes I/we and/or the Guarantor have committed;
- (b) in assessing this Application and/or any later request for a Card Limit variation, may obtain from a credit reporting agency a credit report containing personal credit information about me/us and/or the Guarantor and a credit report containing information about my/us and/or the Guarantor’s commercial activities or commercial credit worthiness; and
- (c) give to and/or obtain from any third party information about my personal and/or commercial credit arrangements including information about my credit worthiness, credit standing, credit history and/or credit capacity for the particular purpose for which the information is required.

Account Holders Full Name: .....

I/We confirm the above information to be true and correct.

*Guarantor(s) to sign by way of the following:*

*Individual/Sole Trader:*

*Person applying (plus witness)*

*Company:*

*Two authorised directors (or if only one director, that director plus witness)*

*Partnership:*

*All partners (plus witness)*

*Trust:*

*All trustees (plus witness)*

Full name	signature	Date of Birth	ID type*	Date signed

Witness to signature(s) above:

<b>Full Name:</b>	<b>Occupation:</b>
<b>Address:</b>	<b>Date of Birth:</b>
<b>Signature:</b>	<b>Date:</b>

*\* Photo Identification must accompany the application (ie. photocopy of the driver’s license or passport for each signatory)*

**TASMAN FUELS CARD** APPLICATION FORM  
**COMPANY APPLICATION ONLY**



**DIRECT DEBIT AUTHORITY**



# Tasman Fuels

**48 Greys Avenue  
Auckland Central  
Auckland 1010**

Name of account to be debited:

\_\_\_\_\_

**AUTHORITY TO ACCEPT  
DIRECT DEBITS**

(Not to operate as an assignment  
or an agreement)

Account details:

--	--

Bank

--	--	--	--	--

Branch number

--	--	--	--	--	--	--	--	--	--

Account number

--	--

Suffix

AUTHORISATION CODE

**0337765**

Name of your bank:

\_\_\_\_\_

Date:

\_\_\_\_/\_\_\_\_/\_\_\_\_

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

**Tasman Fuels 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 on this form.

Information to appear in my/our bank statement:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Authorised signature:

Authorised signature:

APPROVED

3776

10

2020

For Bank Use Only:

Date Received:

Recorded By:

Checked By:

Original - Retain at Branch  
Copy - Forward to Initiator if requested

BANK  
STAMP

# CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

## 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 (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

The advance notice will include the following message:

“Unless advice to the contrary is received from you by (date\*), the amount of \$ .....will be Direct 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 written notice (dated after the date of this Authority) from a bank to which I/we have transferred my/our account, initiate Direct Debits in reliance of that written notice and this Authority from the account identified in the written notice.

## 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 dispute 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; and
  - 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 Initiator’s failure to give notice in accordance with 1(a) 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 signed 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 in force from time-to-time.

**Terms of Trade & Customer Agreement – TASMANFUELS CARDS**

**These Terms apply on and from February 2023**

1. Definitions and interpretation

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

“Account” means each account allocated to an Account Holder which records all transactions between any Cardholder(s) associated with that Account Holder, including the purchase of Products and the incurring of fees.

“Account Holder” means the person or entity who/which applied for a TasmanFuels Card and Account, whose details are described in the Application, and thereby holds themselves out as having the primary obligations to comply with this Agreement and who is granted a TasmanFuels Card and/or TASMANFUELS Cards subject to this Agreement.

“Agreement” means these Terms, the Application and any other terms and/or conditions the Account Holder and TASMANFUELS agree in writing apply to the use of a TasmanFuels Card by the Account Holder and any associated Cardholder(s).

“Application” means the application form the Account Holder must complete to make an application to TASMANFUELS for a TasmanFuels Card.

“business day” means any day (other than a Saturday or Sunday) on which banks are open for business in New Zealand.

“Cardholder” means the Account Holder and any other person who has issued to it (or otherwise uses) a TasmanFuels Card associated with, and/or linked to, the Account Holder. All such persons are described in this Agreement as being “associated with the Account Holder” and the Account Holder is ultimately responsible for all such persons use of TASMANFUELS Cards.

“Card Limits” means the Monthly Limit, the Daily Limit and the Transaction Limit collectively relating to an Account.

“Daily Limit” means the maximum dollar amount of credit available per day, per TASMANFUELS Card, as specified by the Account Holder (provided it does not cause the Monthly Limit for the relevant Account to be exceeded) and agreed to by TASMANFUELS or, if the Account Holder does not specify, \$500 per day or any such lower amount as TASMANFUELS may determine in its sole discretion at any time.

“Independent Dealer” means any person or entity which has entered into a contract or arrangement with TASMANFUELS to operate a service station or other site selling Products.

“Monthly Limit” means the maximum dollar amount of credit available per month, per TASMANFUELS Card, as specified by the Account Holder (provided it does not cause the Monthly Limit for the relevant Account to be exceeded) and agreed to by TASMANFUELS or, if

the Account Holder does not specify, \$2,000 per month or any such lower amount as TASMANFUELS may determine in its sole discretion at any time.

“TASMANFUELS” means TASMANFUELS Limited.

“TASMANFUELS Card” means a card issued by TASMANFUELS from time to time which is to be used to purchase Products from TASMANFUELS or Independent Dealer(s) under these Terms.

“TASMANFUELS Sites” means TASMANFUELS outlets and Independent Dealer outlets in New Zealand which accept TASMANFUELS Cards for purchases of Products.

“PIN” means the Personal Identification Number issued by TASMANFUELS, or selected by the Account Holder or Cardholder and advised to TASMANFUELS, in relation to each TASMANFUELS Card.

“Products” means petroleum products supplied by TASMANFUELS or Independent Dealers(s) either directly or through TASMANFUELS Sites which TASMANFUELS determines from time to time in its sole discretion may be purchased using a TasmanFuels Card.

“Terms” means these terms and conditions, and any other terms on TASMANFUELS’s website ([www.tasmanFuels.co.nz](http://www.tasmanFuels.co.nz)), as amended or updated from time to time by TASMANFUELS.

“Transaction Limit” means the maximum dollar amount available per purchase, per TASMANFUELS Card, as specified by the Account Holder (provided it does not cause the Monthly Limit for the relevant Account to be exceeded) and agreed to by TASMANFUELS or, if the Account Holder does not specify, \$300 per transaction or any such lower amount as TASMANFUELS may determine in its sole discretion at any time.

1.2 Clause references are to clauses of these Terms.

1.3 If there is any inconsistency between these Terms and any other document which forms part of this Agreement, these Terms are to prevail.

## 2. TASMANFUELS Card

2.1 The Account Holder accepts this Agreement and agrees that he/she/it will comply with the Terms at all times.

2.2 If for any reason the Account Holder does not sign these Terms, the Account Holder is deemed to have accepted these Terms and entered into this Agreement upon the Account Holder and/or any associated Cardholder purchasing Products using a TasmanFuels Card associated with the Account Holder.

2.3 The Account Holder acknowledges that each Cardholder associated with the Account Holder is the Account Holder’s agent in using any TASMANFUELS Card.

2.4 The Account Holder is responsible for:

(a) every TASMANFUELS Card, every Cardholder and the use of every TASMANFUELS Card which is linked to, and/or associated with, the Account Holder, whether or not individual purchase(s) are authorised by the Account Holder or not;

- (b) ensuring that each Cardholder and any other person authorised to use any TASMANSUELS Card associated with the Account Holder understands his/her/ its obligations as the Account Holder's agent under this Agreement and agrees to comply with the Terms;
- (c) ensuring that every Cardholder gets a copy of these Terms and/or has access to these Terms and is directed to review these Terms; and
- (d) ensuring that each Cardholder associated with the Account Holder undertakes the Cardholder's obligations set out in this Agreement.

2.5 Each Cardholder must sign his/her its TASMANSUELS Card with the Cardholder's usual signature immediately upon receipt of it for identification purposes and to assist with the prevention of authorised or fraudulent use by another person.

2.6 Each Cardholder must not disclose his/ her/its PIN to any authorised users and must keep his/her/its TASMANSUELS Card in a safe place at all times and ensure no-one else uses it.

2.7 Accounts are non-transferrable. No Cardholder may assign, novate or otherwise pass on any rights or obligations under this Agreement to any other person without the written approval of TASMANSUELS.

2.8 Any change in the legal or beneficial ownership of an Account Holder which is a company, a trust, a partnership or an incorporated society which results in a change of the effective management or control of the Account Holder is deemed to be an assignment of rights and obligations and requires the prior written approval of TASMANSUELS.

2.9 The Account Holder guarantees the observance of the Terms by each Cardholder associated with the Account Holder.

2.10 The Account Holder will indemnify TASMANSUELS for any loss caused to TASMANSUELS by any of its Cardholders as a result of breach of this Agreement.

### 3. Using a TasmanFuels Card

3.1 Each TASMANSUELS Card issued by TASMANSUELS is subject to this Agreement.

3.2 Each Cardholder may use his/her/its TASMANSUELS Card for the purchase of Products from TASMANSUELS Sites in accordance with this Agreement.

3.3 TASMANSUELS may place purchase restrictions on any TASMANSUELS Card at any time in its sole discretion.

3.4 Each Cardholder must comply with all Card Limits at all times. Each 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 only, a Cardholder must not use a TasmanFuels Card for multiple transactions associated with a single purchase which would otherwise breach any Card Limit.

3.5 Where any Cardholder, in any transaction on any day, fails after three attempts to properly enter the PIN associated with his/ her/its TASMANSUELS Card, that TASMANSUELS Card will be blocked from further use for the remainder of the day and/or, if TASMANSUELS determines in its sole discretion, for any extended period.

3.6 It is the Account Holder's responsibility to advise each of the Cardholders associated with the Account Holder of the Products which TASMANSUELS and the Account Holder have agreed may be purchased on his/her/its TASMANSUELS Card and of any applicable purchase restrictions imposed by TASMANSUELS or the Account Holder from time to time.

3.7 The Account Holder must ensure that each Cardholder delivers all of his/her/its receipts to the Account Holder for the Account Holder to retain for the purposes of the Account Holder's own records and reconciliation requirements.

3.8 Any name and/or vehicle number printed on any TASMANSUELS Card is for convenience only and not security. TASMANSUELS Sites are not responsible for checking identity or vehicle use in relation to any TASMANSUELS Card.

3.9 TASMANSUELS remains the owner of each TASMANSUELS Card at all times.

#### 4. Trade Terms

4.1 TASMANSUELS may recover from the Account Holder all amounts relating to purchases of Products made on each TASMANSUELS Card which is linked to, and/or associated with, the Account Holder.

4.2 Accounts are payable by automatic direct debit on the due date of the month following the date of invoice as shown on each invoice. Such date is to be the 10th of each month unless otherwise agreed with TASMANSUELS.

4.3 The Account Holder will make payment in full of all amounts owing in relation to each associated with the Account Holder on or before each relevant due date.

4.4 Each Account becomes immediately due and payable in the event of the Account Holder's bankruptcy, administration, receivership, insolvency or liquidation.

4.5 TASMANSUELS may set off any amount owing to TASMANSUELS by an Account Holder against any moneys payable to the Account Holder by TASMANSUELS.

4.6 A TasmanFuels Card is not a credit card and all purchases made on an Account must be paid in full when due unless otherwise agreed in writing by TASMANSUELS, regardless of whether any Card Limits are reached in any period or not.

4.7 TASMANSUELS may at any time correct any error relating to a transaction on a TasmanFuels Card, whether or not the correction is in the Account Holder's favour or not and whether or not discovered before the relevant invoice is issued.

4.8 The amount outstanding on any Account must not at any time exceed the Card Limits. If any amount charged to an Account does exceed any Card Limit, the Account Holder will be responsible to pay the excess amount and the excess amount will be immediately due and payable by the Account Holder on demand by TASMANSUELS.

4.9 The Account Holder acknowledges that TASMANSUELS is not responsible to ensure that Card Limits are not exceeded.

4.10 TASMANSUELS may at any time reduce any Card Limit applying to any Cardholder and/or any TASMANSUELS Card at any time for any reason.

4.11 Any new TASMANSUELS Card issued in relation to an Account will be subject to this Agreement.

4.12 The prices charged for Products will be retail prices charged by the relevant TASMANTUELS Site at the time of the purchase, unless otherwise agreed in writing with TASMANTUELS.

4.13 Unless expressly indicated, all prices for Products quoted or otherwise stated by TASMANTUELS exclude GST and other governmental taxes, duties and levies payable by TASMANTUELS in relation to the Products.

4.14 Any transaction which is processed manually may be subject to additional authorisations required by TASMANTUELS.

4.15 The Account Holder and each Cardholder must check that all the details on any receipt issued by TASMANTUELS or any of the TASMANTUELS Sites at the time of purchase (or when the receipt is otherwise received by the Account Holder and/or Cardholder) are correct.

4.16 If the Account Holder does not notify TASMANTUELS of any errors or discrepancies on any invoice issued by TASMANTUELS within 30 calendar days of the date of the invoice, the Account Holder is deemed to have accepted the invoice.

## 5. Term and Termination

5.1 The terms and conditions of this Agreement apply from the date this Agreement is executed by the Account Holder and/or deemed to be accepted by the Account Holder in accordance with clause 2.2.

5.2 The Account Holder may terminate this Agreement, any Account or one or more individual TASMANTUELS Cards by giving TASMANTUELS three business days' written notice. For the avoidance of doubt, the Account Holder will remain responsible for the use of any TASMANTUELS Cards by any Cardholders regardless of the Account Holder giving notice of termination. It is the Account Holder's responsibility to advise all of its relevant Cardholders to cease using TASMANTUELS Cards.

5.3 TASMANTUELS may cancel or terminate this Agreement, any TASMANTUELS Card and/or any Account at any time with or without notice and for any reason whatsoever.

5.4 Upon the cancellation, termination or expiry of any TASMANTUELS Card and/or Account by the Account Holder or TASMANTUELS:

(a) the Account Holder and/or other relevant Cardholder(s) will return the relevant TASMANTUELS Card(s) or, if requested by TASMANTUELS, all TASMANTUELS Cards associated with the Account Holder to the Account Holder and the Account Holder will immediately upon receipt destroy (or if requested by TASMANTUELS, return to TASMANTUELS) the relevant TASMANTUELS Cards;

(b) the Account Holder will remain responsible for the use of all TASMANTUELS Cards associated with the Account Holder until the end of any applicable notice period; and

(c) all amounts outstanding and owing to TASMANTUELS by the Account Holder shall become immediately due and payable to TASMANTUELS whether or not demand is made.

5.5 No Purchases may be made using a TasmanFuels Card after its cancellation, expiry or termination.

5.6 If TASMANTUELS determines at any time (acting reasonably) that the financial responsibility of the Account Holder or any guarantor (if applicable) has become impaired, or that financial assurances in relation to the Account Holder and/or any Cardholder are desirable to TASMANTUELS for any reason whatsoever, TASMANTUELS may:

- (a) suspend or terminate the credit arrangements agreed with the Account Holder pursuant to this Agreement; and/ or
- (b) require immediate payment by the Account Holder of any amount owing to TASMANTUELS; and/or
- (c) require that the Account Holder provide other security and/or collateral in relation to the Account Holder and/or any Account; and/or
- (d) require that the Account Holder obtain one or more guarantees in relation to the Account Holder and/or any Account.

## 6. Costs and Fees

6.1 The Account Holder must pay to TASMANTUELS:

- (a) all fees charged by TASMANTUELS, being as at the date of these Terms:
  - (i) transaction fees – 0.15 cents plus GST per transaction;
  - (ii) administration fees – \$3.00 including GST per month per Account;
  - (iii) new or replacement TASMANTUELS Card fees – \$5.00 including GST per TASMANTUELS Card;
  - (iv) reactivating suspended TASMANTUELS Card fees – \$5.00 including GST per TASMANTUELS Card per suspension;
  - (v) any non-payment fee payable in relation to any late or non-payment of an amount due in relation to any Account, as set out in clause 6.3; and
  - (vi) any dishonour fee payable in relation to any late or non-payment of an amount due in relation to any Account; and
- (b) any costs incurred by TASMANTUELS relating to debt collection, enforcement and/or legal costs relating to TASMANTUELS seeking to recover any amounts due but unpaid in relation to the Account Holder; and
- (c) any governmental charges, taxes, duties and/or levies which may be applicable at any time relating to any Account and/or any Cardholder's use of any TASMANTUELS Card including, but not in any way limited to, TASMANTUELS's right to recover from the Account Holder any regional fuel tax where TASMANTUELS is or becomes liable for such tax in accordance with section 65P of the Land Transport Management Act 2003 (or otherwise).

6.2 Fees are non-refundable.

6.3 If an Account is not paid within 30 days after its due date, TASMANTUELS and/or TASMANTUELS's debt collection agent may charge the Account Holder a fee equal to a minimum of \$25.00 and, if greater, a maximum of 25% of the amount due and owing. Where the total debt collection agency costs, legal and other costs arising from the collection of any

amount owing exceeds the debt collection fee charged, TASMANTUELS's debt collection agent is also entitled to recover such additional costs from the Account Holder. This clause is intended to be for the benefit of, and enforceable by, TASMANTUELS's relevant debt collection agent under the Contracts and Commercial Law Act 2017.

6.4 Without prejudice to any other rights of TASMANTUELS, if the Account Holder does not pay any amount in full by the due date, TASMANTUELS may charge interest on the outstanding amount at 10% per annum. The interest charge will be calculated daily from the due date until TASMANTUELS receives full payment.

6.5 All fees and/or interest associated with an Account Holder will be added to the relevant month's invoice and become payable in accordance with clause 4 unless demanded earlier by TASMANTUELS in accordance with these Terms.

## 7. Loss and unauthorised use of TASMANTUELS Card

7.1 If any Cardholder knows or has reason to believe any TASMANTUELS Card is in the possession of another person or that any TASMANTUELS Card is lost, stolen or being misused, or the PIN relating to a TasmanFuels Card has been disclosed to someone other than the relevant Cardholder, the Account Holder and the Cardholder must immediately notify TASMANTUELS of the loss and give TASMANTUELS all relevant information.

7.2 Until TASMANTUELS has received notice under clause 7.1 and acknowledged to the Account Holder receipt of such notice in writing, the Account Holder shall be liable for any and all use of the relevant TASMANTUELS Card, whether authorised by the Account Holder or not.

7.3 TASMANTUELS may at its discretion replace any lost, stolen or damaged TASMANTUELS Card if requested by the Account Holder on payment of any applicable fees.

## 8. Security and title

8.1 Title in any Products purchased using a TasmanFuels Card passes from TASMANTUELS to the Account Holder (or such Cardholder or other person as is authorised by the Account Holder) only when the Account Holder has made payment in full for all Products and other sums due to TASMANTUELS by the Account Holder on any account whatsoever.

8.2 If any Products are attached, fixed or incorporated into any property of or by the Account Holder, any Cardholder or any third party, title in the Products remains with TASMANTUELS until the Account Holder has made payment for all Products.

8.3 If any Products are mixed with other property so as to be part of or a constituent of any new products, title to the new products will be deemed to be assigned to TASMANTUELS as security for the satisfaction by the Account Holder of the full amount owing between TASMANTUELS and the Account Holder.

8.4 Until all sums due to TASMANTUELS by the Account Holder have been paid in full, the Account Holder (or, if applicable, any other relevant Cardholder) grants to TASMANTUELS a security interest in all Products (and all co-mingled products) for all amounts due by the Account Holder to TASMANTUELS from time to time.

8.5 If any Cardholder resells, uses or otherwise deals with any Products before ownership in the Products has passed to the Account Holder (or relevant Cardholder is authorised by the

Account Holder), the proceeds of such shall be received and held by the Account Holder in trust for TASMANSFUELS.

8.6 Risk of any loss, damage or deterioration of each Product passes to the Account Holder upon purchase and/or receipt by the relevant Cardholder of the Product (notwithstanding that title to the Product has not passed).

8.7 TASMANSFUELS may register any security interest granted to it by this Agreement at any time on the Personal Property Securities Register in accordance with the Personal Property Securities Act 1999 (the PPSA).

8.8 The Account Holder:

- (a) waives its right to receive a copy of any verification statement under the PPSA;
- (b) must not grant any other security interest in the Products without TASMANSFUELS's prior written consent;
- (c) must promptly execute all documents and do all things reasonably requested by TASMANSFUELS to ensure that TASMANSFUELS's security interest created under this clause 8 constitutes a perfected security interest in the Products and their proceeds which will take priority over all other security interests in such Products and proceeds;
- (d) waives, contracts out of and agrees that nothing in sections 114(1)(a), 116, 120(2), 121, 125, 127, 129, 131, 133, 134 and 148 of the PPSA apply to this Agreement; and
- (e) must pay all costs, expenses and other charges incurred by TASMANSFUELS in relation to the filing of any financial statement and/or financing change statement in accordance with the PPSA and any disputes or negotiations with third parties claiming an interest in any of the Products.

8.9 If at any time TASMANSFUELS has reason to believe an Account Holder may not be able to pay any moneys owing, TASMANSFUELS may immediately without notice take any action it considers necessary to take possession of the Products (including, without limitation, entry onto premises or land owned by any Cardholder regardless of whether or not an occupier is present) without TASMANSFUELS incurring any liability to the Cardholder.

## 9. Business Use

The Account Holder acknowledges and agrees that the acquisition of Products pursuant to these Terms is, unless otherwise agreed in writing by TASMANSFUELS, for the purposes of a business only (and not for personal, domestic or household purposes) and therefore the provisions of:

- (a) the Consumer Guarantees Act 1993; and
- (b) the Credit Contracts and Consumer Finance Act 2003 relating to "consumer credit contracts", do not apply.

## 10. Privacy

10.1 TASMANSFUELS will ensure that any information received by it is held securely and TASMANSFUELS will not use or disclose it to any other person for purposes other than as specified in this Agreement or as authorised by any relevant Cardholder or Guarantor.

10.2 Any personal information received and held by TASMANTUELS may be viewed and/or corrected by the Account Holder in accordance with the Privacy Act 2020 upon written request to TASMANTUELS.

10.3 By entering into this Agreement, each Cardholder and each Guarantor authorises:

(a) TASMANTUELS to collect, obtain, hold, exchange and use such information about him, her or it (including, if relevant, directors, shareholders, trustees, partners, etc.) as TASMANTUELS may require for the normal and proper operation of each Account, including for assessing creditworthiness, for the supplying of Products and/or the enforcing of debt or legal obligations from any source, including credit rating agencies;

(b) TASMANTUELS to use information it obtains from any source, including any credit rating agency, in relation to the Account Holder, any associated Cardholder(s) and/or any Guarantor as TASMANTUELS reasonably requires for the normal and proper operation of each Account;

(c) any third party whom TASMANTUELS reasonably requires information from in relation to the Account Holder, any associated Cardholder(s) and/or any Guarantor to provide such information to TASMANTUELS, including any credit rating agency;

(d) TASMANTUELS to disclose any information it receives in relation to the Account Holder, any associated Cardholder(s) and/ or any Guarantor to other persons only in the following circumstances:

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

(ii) with the written approval of the relevant Account Holder, Cardholder(s) and/or Guarantor; or

(iii) where disclosure is to a reputable credit or other agency in relation to a request by TASMANTUELS for information relating to an Application, the Account Holder, any associated Cardholder(s) and/or Guarantor, or a response to a request regarding the Account Holder's and/or Guarantor's creditworthiness.

10.4 When the Account Holder provides information to TASMANTUELS about any other Cardholder associated with the Account Holder and/or any Guarantor, it is the Account Holder's responsibility to ensure that he/she/ it has obtained the necessary authorisations from those relevant persons and that those persons are aware of the privacy provisions in this clause 10.

## 11. Independent Dealers

11.1 If any Independent Dealer refuses and/ or is unable to complete any transaction(s) using a TasmanFuels Card for whatever reason at any time, TASMANTUELS is not responsible and will not be liable for any losses or costs incurred by any Cardholder.

11.2 If a Cardholder acquires Products from an Independent Dealer, those Products remain the sole responsibility of the Independent Dealer the Products were acquired from and there will be no recourse to TASMANTUELS.

## 12. Liability Limitation

12.1 To the extent permitted by law, TASMANTUELS:

- (a) excludes all warranties and representations in relation to Products, whether expressed or implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, quality, suitability for purpose, or otherwise;
- (b) is not responsible for any loss or liability caused by failure or refusal to supply Products or defective supply of Products, or any occurrences beyond TASMANSFUELS's control where a TasmanFuels Card is unable to be used;
- (c) will at no time be liable to any Cardholder (or any of his/her/its contractors, employees, agents or directors) for any amount exceeding the cost of the relevant Products; and
- (d) excludes all liability to every Cardholder and every third party, whether in contract, tort, equity or otherwise, for any loss or liability whatsoever, whether direct, indirect or consequential unless it results from TASMANSFUELS's proven negligence.

12.2 TASMANSFUELS may at its discretion give a credit or replace any Product purchased using a TasmanFuels Card which is determined to be defective.

### 13. Notices

13.1 It is the Account Holder's responsibility to notify TASMANSFUELS of any change of the details of every Cardholder associated with the Account Holder, including any relevant change of telephone numbers, address and bank account details.

13.2 Any queries relating to any TASMANSFUELS Card, including any:

- (a) purchase of Products using a TasmanFuels;
- (b) lost or stolen TASMANSFUELS Card(s);
- (c) request for a replacement TASMANSFUELS Card;
- (d) request for a new Cardholder and/or TASMANSFUELS Card; and/or
- (e) request for a Card Limit increase or decrease, must be sent in writing to the TASMANSFUELS Card.

13.3 If any Cardholder has any complaint or dispute relating to any TASMANSFUELS Card and/ or Account, it must be notified to TASMANSFUELS in writing (and received by TASMANSFUELS) within 30 days of the relevant invoice being received by the Account Holder.

13.4 Any notice to be sent to TASMANSFUELS must be sent by email or post to the following:

Attention: TASMANSFUELS Ltd – TASMANSFUELS Card

Email: [accounts@tasmanfuels.co.nz](mailto:accounts@tasmanfuels.co.nz)

Address: 48 Greys Avenue – Auckland 1010

13.5 Any notice by TASMANSFUELS will be given to the:

- (a) Account Holder's registered office, if the Account Holder is a company; or
- (b) Account Holder's last known email or postal address notified to TASMANSFUELS in writing, and each such notice will be deemed received by the Account Holder on the date of sending of such notice by email and on the date it is left at the address or three business days after posting of any notice sent by post.

13.6 Unless the Account Holder requests otherwise of TASMANTUELS in writing, TASMANTUELS will send invoices and other communications to the Account Holder by way of electronic (email) communication.

#### 14. Confidentiality

Each Cardholder will keep confidential and not disclose nor use any information at any time provided to it by TASMANTUELS, whether in relation to this Agreement, any invoice or otherwise, except to the extent reasonably required for the performance by the Cardholder of this Agreement, as required by law or as approved in writing by TASMANTUELS.

#### 15. General

15.1 This Agreement may be executed by each signatory in separate counterpart copies, whether originals, photocopies or electronic copies. When each signatory has executed at least one copy, the separately signed documents when brought together will form a binding legal document.

15.2 TASMANTUELS may amend and/or vary any or all of the terms of this Agreement at any time.

15.3 TASMANTUELS will keep an up to date copy of these Terms on TASMANTUELS's website ([www.tasmanfuels.co.nz](http://www.tasmanfuels.co.nz)) at all times. It is the Account Holder's responsibility to review these Terms on TASMANTUELS's website regularly and also to advise each associated Cardholder and Guarantor to review these Terms regularly.

15.4 The relevant laws applying to electronic transactions apply to this Agreement in full. The parties agree that expressions in this Agreement referring to writing will be construed as including references to words printed, typewritten or otherwise visibly represented, copied or reproduced (including by email). All records relating to this Agreement may be retained in electronic form.

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

15.6 Each Cardholder will take all actions and sign all documents reasonably required to give effect to this Agreement.

15.7 No failure or delay by TASMANTUELS to exercise (in whole or in part) any right, power or remedy under this Agreement will operate as a waiver of that right, power or remedy. The single or partial exercise of any right, power or remedy under this Agreement does not preclude the exercise of any other right, power or remedy, or its further exercise. A waiver given by TASMANTUELS will not be effective unless it is in writing. Any waiver given by TASMANTUELS in accordance with this clause will be effective only in the specific instance and for the specific purpose for which it is given. No waiver given by TASMANTUELS of any breach of this Agreement will alter this Agreement and each provision of this Agreement will continue in full force and effect.

15.8 TASMANTUELS will not be liable for non- performance of any obligations under this Agreement during the time and to the extent that such performance is wholly or substantially prevented by any event or circumstance beyond TASMANTUELS's reasonable control.

15.9 TASMANTUELS's exercise or any right under this Agreement shall be without prejudice to any claim for damages or any other right of TASMANTUELS under this Agreement or applicable law.

15.10 This Agreement is governed by, and construed according to, the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Agreement.