

Credit Application

BP Oil New Zealand Limited



PLEASE COMPLETE IN CAPITAL LETTERS

Should you require a new form please ring 0800 800 027 and select option 1 or visit www.bp.co.nz

Please send your completed application to: BP Oil New Zealand Limited, PO Box 892, Wellington 6140.

To avoid delays in processing your application, please ensure all sections are completed for your entity and supporting documentation is included as required.

- **Limited Companies:** Please complete sections 1, 6, 7, 8, 9 & 10
Personal guarantee must be completed by company director(s).
- **Sole Traders:** Please complete sections 1, 3, 8, 9 & 10
- **Partnerships:** Please complete sections 1, 2, 3, 4, 5, 8, 9 & 10
- **Limited Partnerships:** Please complete sections 1, 6, 7, 8, 9 & 10
Personal guarantee must be completed by the general partner(s) and limited partner(s).
- **Trusts:** Please complete sections 1, 2, 3, 8, 9 & 10
Please include a copy of Trust Deed with application and a letter from the trust confirming that the rest of the trustee(s) authorise the applicant to bind all the trustees and the trust in accordance with the credit application.
- **Incorporated Trusts/Societies:** Please complete sections 1, 6, 7, 8, 9 & 10
- **All applicants must provide:**
 - photocopy of document verifying correct postal address of entity e.g. bank statement, telephone or utility account
 - photocopy of driver's licence or passport of the sole trader, personal guarantor(s) or partners.

SECTION 1: Applicant details

All Applicants must complete this section

Full legal name of limited liability company, limited partnership, incorporated trust/society, sole trader, trust or partnership.

Note: Limited liability company, limited partnership, incorporated trust/society name must match Companies Office Register.

Trading name (if different from legal name/partnership name if applicable)

Physical/delivery address

Post code

Postal address

Post code

Address of registered office (to be completed by limited liability company only).

Note: Must match the Companies Office Register

Post code

Number of years in business

Date of incorporation

GST number

Telephone

Mobile

Fax

Type of business

Email (for invoices, notices and communications)

Authorised contact person (first name, surname)

Position held

Estimated monthly spend:

Fuelcard

Bulk fuel deliveries

Lubricants

*Financial information for previous two years to be enclosed if total estimated monthly spend is greater than \$35k.

SECTION 2: Partnership/trust details

This section must be completed if the Applicant is a partnership or trust

Note: Details of all partners/trustees must be provided.

Partnership/trust name

Number of partners/trustees

Details of the first partner/trustee

Full name

Date of birth

Residential address

Post code

This property is:

Rented ☐ Owned by you ☐

SECTION 3: Declaration

For sole traders, partnerships and trusts use only

I/We confirm that the information supplied by me/us is true and complete.

I/We understand that BP Oil New Zealand Limited (called "BP") reserves the right to decline this application.

I/We agree to be bound by the "Standard Terms and Conditions – Supply of Products and BP Fuelcard" as set out at www.bp.co.nz (a copy of which is enclosed with this application).

I/We authorise any person or company to provide BP with such information as BP may require in relation to its credit enquiries regarding the Applicant at any time.

I/We consent to BP sending all communications including invoices by electronic means.

PRIVACY ACT 1993

I/We authorise BP to collect, store and use any personal information relating to the Applicant or the guarantor for any purpose reasonably connected to the processing of the application and subsequent supply of goods and services.

I/We have a right to access and correct personal information held by BP.

If payment obligations on this account are not met, I/we agree that information about that default may be given to Veda Advantage and registered against my/our name(s) and Veda Advantage may give information about the default registered against my/our name(s) to other third parties.

Note: If the Applicant is a partnership or trust, all partners or trustees (as appropriate) must sign this declaration.

Name of Applicant

Signature

Date

Position/title

Applicant trading as

Sole trader ☐ Partnership ☐ Trust ☐

In the presence of: Full name of witness

Signature of witness

Note: Witness cannot be a BP employee, a director/partner/member of the Applicant's family or a spouse/partner of the guarantor.

Residential address of witness

Post code

Telephone

Name of relative (not living with you, but resident in New Zealand)

Telephone

Residential address of relative

Post code

SECTION 4: Partnership/trust details

This section must be completed if the Applicant is a partnership or trust

Note: Details of all partners/trustees must be provided.

Partnership/trust name

Number of partners/trustees

Details of the second partner/trustee

Full name

Date of birth

Residential address

Post code

This property is:

Rented ☐

Owned
by you ☐

SECTION 5: Declaration

For partnerships and trusts use only

I/We confirm that the information supplied by me/us is true and complete.

I/We understand that BP Oil New Zealand Limited (called "BP") reserves the right to decline this application.

I/We agree to be bound by the "Standard Terms and Conditions – Supply of Products and BP Fuelcard" as set out at www.bp.co.nz (a copy of which is enclosed with this application).

I/We authorise any person or company to provide BP with such information as BP may require in relation to its credit enquiries regarding the Applicant at any time.

I/We consent to BP sending all communications including invoices by electronic means.

PRIVACY ACT 1993

I/We authorise BP to collect, store and use any personal information relating to the Applicant or the guarantor for any purpose reasonably connected to the processing of the application and subsequent supply of goods and services.

I/We have a right to access and correct personal information held by BP.

If payment obligations on this account are not met, I/we agree that information about that default may be given to Veda Advantage and registered against my/our name(s) and Veda Advantage may give information about the default registered against my/our name(s) to other third parties.

Note: If the Applicant is a partnership or trust, all partners or trustees (as appropriate) must sign this declaration.

Name of Applicant

Signature

Date

Position/title

In the presence of: Full name of witness

Signature of witness

Note: Witness cannot be a BP employee, a director/partner/member of the Applicant's family or a spouse/partner of the guarantor.

Residential address of witness

Post code

Telephone

Name of relative (not living with you, but resident in New Zealand)

Telephone

Residential address of relative

Post code

Note: If more than two parties please request an additional sheet

For limited companies, limited partnerships and incorporated trusts/societies use only

SECTION 6: Declaration

(for limited companies, limited partnerships and incorporated trusts/societies only). Must be completed by authorised signatory.

The Applicant confirms that the information supplied on behalf of it is true and complete.

The Applicant understands that BP Oil New Zealand Limited (called "BP") reserves the right to decline this application.

The Applicant agrees to be bound by the "Standard Terms and Conditions – Supply of Products and BP Fuelcard" as set out at www.bp.co.nz (a copy of which is enclosed with this application).

The Applicant authorises any person or company to provide BP with such information as BP may require in relation to its credit enquiries regarding the Applicant at any time.

The Applicant consents to BP sending all communications including invoices by electronic means.

Full name

Authorised signature

Position/title

Date

In the presence of: Full name of witness

Signature of witness

Note: Witness cannot be a BP employee, a director/partner/member of the Applicant's family or a spouse/partner of the guarantor.

Residential address of witness

Post code

Telephone

SECTION 7: Personal guarantee

This section must be completed

Note: If Applicant is a limited company, this guarantee must be completed by company director(s)

If Applicant is a limited partnership, this guarantee must be completed by the general partner(s) and limited partner(s)

I,

Full name of guarantor

guarantee the due performance and observance of the Applicant's obligations to BP Oil New Zealand Limited (called "BP") in relation to the supply of goods and services to it, including the payment of all money which is or may become owing to BP by the Applicant. I acknowledge and agree that:

- this is a continuing guarantee;
- my obligation to BP is as a principal debtor;
- my liability under the guarantee shall not be affected or discharged by the granting of time or credit (on any present or future account) to the Applicant, or by release, abandonment, waiver or any rights against the Applicant, or the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement, in respect of the Applicant, or any other matter or thing;
- if the guarantee is not enforceable for any reason, I indemnify BP against any cost, loss or liability which it incurs as a result of not receiving an amount under this guarantee which it otherwise would have been entitled to receive;
- the guarantee shall continue in force even if the Applicant's account is in credit;
- if there are two or more guarantors my liability shall be joint and several; and
- BP shall not be obliged to give me notice of any matter or event relating to the Applicant, the supply of goods and services, or this guarantee.

I agree to pay all outstanding sums due to BP by the Applicant within seven days of any notice of default by the Applicant, including interest on all outstanding sums at a default rate specified in BP's "Standard Terms and Conditions – Supply of Products and BP Fuelcard", and BP's full costs of enforcement (including, but not limited to, costs on a solicitor and client basis).

PRIVACY ACT 1993

I authorise BP to collect, store and use any personal information relating to me for any purpose reasonably connected to the processing of the application and subsequent supply of goods and services.

I have a right to access and correct personal information held by BP.

If payment obligations under this guarantee are not met, I agree that information about that default may be given to Veda Advantage and registered against my name and Veda Advantage may give information about the default registered against my name to other third parties.

Executed as a Deed:

Dated at

Place

this

day of

Month

Year

Signature of guarantor

Date of birth

I acknowledge that BP has advised me to seek legal advice in respect of my obligations under this guarantee and I have done so / waived my right to do so prior to signing this guarantee.

Delete one

Residential address of guarantor

Post code

Telephone

()

Mobile

()

In the presence of: Full name of witness

Signature of witness

Note: Witness cannot be a BP employee, a director/partner/member of the Applicant's family or a spouse/partner of the guarantor.

Residential address of witness

Post code

Telephone

()

This section must be completed

Note: Name of the funding bank account must be the same name as the Applicant.

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[illegible]

(Please attach an encoded deposit slip to ensure your number is loaded correctly)

Bank
Branch
Town/City



0	1	0	3	3	3	3
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Authorisation code

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

Payer particulars	Payer code	Payer reference

Signature(s)	Date
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0333
02 20

Original - Retain at Branch

Date received	Recorded by	Checked by
---------------	-------------	------------

Bank stamp

1. The Initiator:

- * minimum 2 business days.

- (c) May, upon receiving an "authority transfer form" (dated after the date 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 from the account identified in the authority transfer form.

(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.

(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.

- 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.

(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.

- (c) Charge its current fees for this service in 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 Debits.

SECTION 9: Fuelcards

This section must be completed if applying for a Fuelcard

Fuelcards can be either driver or vehicle specific. Please ensure that you enter "D" for driver or "V" for vehicle specific in the type column for every card you order. Whichever you choose will be embossed on the front of each card (i.e. driver name or vehicle description and registration number). Please select your purchase option from the list below. PINS are mandatory. Please specify your four digit PIN below otherwise BP will allocate a PIN to your Fuelcard.

Purchase options

Dollar limits (optional)

Code	Description	Code	Description	Code	\$ value limit
1	All purchases	39	Fuel/oil/wash	1	Maximum \$25
14	Diesel & oil only	40	Fuel/oil/repairs & maintenance/wash	2	Maximum \$50
15	Diesel/oil/LPG bottle	42	LPG only	3	Maximum \$100
17	Diesel/oil/repairs & maintenance	45	LPG & oil only	4	Maximum \$150
24	Fuel only	48	LPG/oil/repairs & maintenance	5	Maximum \$200
28	Fuel & oil only	68	All purchases/non fuel/\$ limit	6	Maximum \$250
32	Fuel/oil repairs & maintenance	82	Premium unleaded & oil only	7	Maximum \$400
36	Fuel/oil/LPG Bottle	91	Unleaded 91 & oil only	8	Maximum \$500
				9	Maximum \$1,000

Type (D or V)	Driver name or Vehicle description	Vehicle registration number (for vehicle specific card only)	PIN (4 digits)	Cost centre (if applicable)	Vehicle no. (if applicable)	Purchase options (see list)	\$ limit per transaction (see list)

If you require more cards, please photocopy this page and attach to this application

SECTION 10: Bulk fuel delivery details

This section must be completed if you will receive bulk deliveries of goods and services

Contact name (if different from main contact person)

Tank size (litres)

Diesel used for heating/drying?

☐ Yes

☐ No

Rapid/Dairy No

Road name

Bulk fuel product (e.g. Diesel, 91 Unleaded)

Address

Special delivery instructions

Telephone

Office use only

Business/Account Manager assigned: Brad Chiplin

To be completed by Credit Services: Approved ☐ Rejected ☐ Approved with special conditions ☐

Signed: Name: Date:

Special conditions:

Reasons:

Credit risk rating:

Company no:

Monthly credit limit: \$

ACL: \$

BDO pricing:

For rejected applications: Rejected after arbitration ☐ Approved after arbitration ☐

Reasons:

Credit risk rating: ACL: \$

Company no: BDO pricing:

Monthly credit limit: \$

Signed:

Name:

Date:

Standard Terms and Conditions

Supply of Products and BP Fuelcard



1. DEFINITIONS

- 1.1 "Account" means a BP account opened for a Buyer pursuant to an Application.
- 1.2 "Application" means the "Credit Application" form or other BP approved form that a Buyer must complete to make an application to BP for the supply of Products on credit and/or the issue of a Fuelcard.
- 1.3 "BP" means BP Oil New Zealand Limited and includes Castrol NZ, a division of BP.
- 1.4 "Buyer" means the applicant named in the Application.
- 1.5 "Credit Limit" means the maximum amount of credit, set by BP in response to the Buyer's Application and notified by BP in writing to the Buyer, which subject to the payment terms specified in clause 5, the Buyer is allowed to remain outstanding on the Buyer's Account(s) with BP each month.
- 1.6 "Fuelcard" means the BP Fuelcard that is issued by BP pursuant to clause 24 of these Terms.
- 1.7 "Products" means in relation to purchases using Fuelcard those goods and services authorised for purchase using Fuelcard and in relation to purchases other than by using Fuelcard, the goods and services supplied to the Buyer by BP.
- 1.8 "PPSA" means Personal Property Securities Act 1999.
- 1.9 "Terms" means these terms and conditions as amended from time to time under clause 19.3.

2. ACCEPTANCE OF APPLICATION

- 2.1 BP will accept or decline an Application (at its sole discretion) by written notice to the Buyer within 21 days of receipt of the Application.
- 2.2 The Buyer acknowledges by signing the Application that the Buyer has received a copy of, and agrees to be bound by, these Terms.

3. CREDIT LIMIT

- 3.1 A Buyer must not exceed its Credit Limit.
- 3.2 BP may increase or decrease a Credit Limit given to a Buyer from time to time. BP will notify a Buyer in writing of any change to its Credit Limit. A Buyer may decline any increase to its Credit Limit.

4. PRICE

- 4.1 The price payable for the Products is as notified in writing by BP to the Buyer from time to time.
- 4.2 The Buyer acknowledges the prices charged by BP for Products may be varied by BP based on changes in wholesale crude oil prices, currency or exchange rates, the oil market generally, or the volume of Products purchased by the Buyer.
- 4.3 The price of Products purchased using Fuelcard will be charged by BP to the Buyer's Fuelcard Account.
- 4.4 In addition to the price of the Products, the Buyer is liable to pay:
 - (a) any applicable taxes and levies;
 - (b) for Fuelcard Accounts, an annual card fee of \$13.33 (plus GST) and a transaction fee of 8.88 cents (plus GST) for each Fuelcard transaction;
 - (c) for the order of Products, any minimum order charge BP may levy from time to time depending on the quantity of Products ordered;
 - (d) for the delivery of Products, any delivery charge BP may levy depending on the quantity of Products delivered, distance travelled to effect delivery to the Buyer and the date of the delivery.

5. PAYMENT

- 5.1 All payments by the Buyer to BP will be made without deduction or set-off, counter-claims or any other cause whatsoever.
- 5.2 Payment will be effected by direct debit to the Buyer's bank account in accordance with the direct debit form in the Application. Unless agreed otherwise in writing between BP and the Buyer or a different date is specified on an invoice, the payment of invoices will be made on the 10th day of the month after the month in which the relevant Products are supplied. Unless the Buyer disputes the debit with BP within 30 days of the debit, that debit and its amount shall be taken as accepted by the Buyer and not open to challenge.
- 5.3 If any direct debit is dishonoured or payment is otherwise not made in accordance with these Terms, the Buyer will, in addition to the unpaid amount, be liable to BP for:
 - (a) simple interest on the unpaid amount to 1.5% per month calculated daily; and
 - (b) all costs and expenses, including solicitor and client costs, incurred by BP in attempting to enforce payment or otherwise incurred as a result of the non-payment.
- 5.4 To the extent permitted by law, all money received by BP from the Buyer will be applied in the manner and order determined by BP.

6. MINIMUM PURCHASE CRITERIA

- 6.1 The Buyer agrees to purchase a minimum of the following Products:
 - (a) 250 litres of motor spirit or diesel; or
 - (b) 500 litres of lubricants,every calendar month ("Minimum Purchase Criteria").
- 6.2 BP may increase or decrease the Minimum Purchase Criteria by 14 days' notice in writing to the Buyer from time to time.

7. TITLE

- 7.1 Title in the Products will remain with BP until all money owing by the Buyer to BP (including any interest or other charges pursuant to clause 5.3) has been paid in full. The Buyer will keep such Products clearly identifiable as the property of BP until such time as they may be mixed with other Products in the ordinary course of business. This provision is inserted solely for the benefit of BP and does not entitle the Buyer to return or require the return of any Products which have not been paid for.
- 7.2 Until title in the Products passes to the Buyer, the Buyer will keep the Products free of security interests (as defined in the PPSA) other than in favour of BP.

8. BREACH AND TERMINATION

- 8.1 The Buyer may close any or all of the Buyer's Accounts on 14 days' written notice to BP. For the avoidance of doubt this termination right is in substitution for any right of cancellation under the Contractual Remedies Act 1979.
- 8.2 BP may terminate the Buyer's ability to purchase Products on credit terms, or suspend

or terminate any Account held by the Buyer, without notice if the Buyer breaches these Terms. A breach of these Terms includes any failure by the Buyer to maintain the Minimum Purchase Criteria. In any other case BP may terminate the Buyer's ability to purchase Products on credit terms on 2 days' written notice to the Buyer.

- 8.3 In the event of any breach of these Terms by the Buyer, BP may take such action as it is entitled to take by law, and, for the purpose of recovery of its Products, enter any site where they are stored or where they are reasonably thought to be stored and may take possession of them and the Buyer shall co-operate with BP to provide or procure such access as BP requires.
- 8.4 If the Buyer is in breach of its obligations to pay BP in respect of any Products but those Products have been sold by the Buyer then the Buyer shall, at the request of BP, assign to BP within 7 days all rights against the person or persons to whom the Products have been sold.
- 8.5 Upon termination, interest will accrue in accordance with clause 5.3 on any sum owing by the Buyer to BP until the total amount outstanding is settled in full.

9. CONSUMER GUARANTEES ACT

The Buyer acknowledges that all Products purchased by the Buyer using Fuelcard or otherwise are for the purpose of a business, as defined in the Consumers Guarantees Act 1993, and that the Consumers Guarantees Act 1993 does not apply to the supply of Products to the Buyer to the extent permitted by that Act.

10. FORCE MAJEURE

BP is not liable for any failure to supply or other default resulting from any event beyond BP's reasonable control.

11. INDEMNITY

The Buyer agrees to indemnify BP, its officers, employees and agents against any claims or losses incurred by BP arising out of or in connection with the supply of Products (other than by reason of BP's negligence).

12. PERSONAL PROPERTY SECURITIES ACT

- 12.1 The Buyer will do such acts and provide such information as in the opinion of BP (acting in its absolute discretion) may be necessary or desirable to enable BP to perfect under the PPSA the security interest (as defined in the PPSA) created in respect of the Products as a first-priority interest, or with such other priority as BP may agree to in writing.
- 12.2 The Buyer waives any right to receive a copy of a verification statement under the PPSA and agrees, to the extent permitted by law, that, as between the Buyer and BP:
 - (a) sections 114(1)(a), 133 and 134 of the PPSA will not apply;
 - (b) the Buyer will have none of the rights referred to in paragraphs (a), (c) to (e) and (h) to (j) of section 107(2) of the PPSA; and
 - (c) where BP has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply and, in particular, will not be limited by section 109 of the PPSA.
- 12.3 The Buyer must pay the costs, charges and expenses of and incidental to the need for, or desirability of registration of, a financing statement or financing change statement or any action taken by BP to comply with the PPSA (including complying with a demand given under section 162 of the PPSA) or to protect its position under the PPSA. The Buyer must pay any costs incurred by BP, including legal costs on a solicitor-own client basis, arising from any disputes or negotiations with third parties claiming an interest in any Products supplied to the Buyer.
- 12.4 The Buyer will not change its name without first notifying BP in writing of the proposed name change and the new name at least 7 days before the change takes effect.

13. NOTICES

- 13.1 Subject to clause 13.3, a notice or other communication will be deemed to have been duly received:
 - (a) if delivered by hand, at the time of delivery;
 - (b) if sent by pre-paid post, 2 business days after posting;
 - (c) if sent by facsimile, on the day of transmission;except that if a notice or other communication is delivered by hand, or received by mail or facsimile on a day which is not a day being Monday to Friday (inclusive) ("Business Day") or after 5pm on a Business Day, then the notices or other communication will be deemed to have been received on the next Business Day.
- 13.2 For the avoidance of doubt, the notice provisions in this clause 13 replace sections 185-189 of the PPSA.
- 13.3 Clause 13.1 does not apply to a notice given under clause 27 of these Terms. Notice under clause 27 is given when BP actually receives notice.

14. PRIMACY

- 14.1 These Terms will apply to the supply of all Products to the Buyer and/or the use of Fuelcard (except to the extent they are inconsistent with the terms of any written supply agreement for the provision of specific Products to the Buyer). In the event of such inconsistency the terms of the supply agreement will prevail.
- 14.2 Other than any written supply agreement (as specified in clause 14.1), these Terms supersede and replace any previous or existing negotiations, letters, offers, representations either verbal or in writing, between BP and the Buyer in relation to the supply of Products.

15. WAIVER

Failure or delay by either party in exercising any right in relation to the supply of Products does not constitute a waiver of that right. Waiver, to be effective, must be in writing.

16. JOINT AND SEVERAL

Where there is more than one Buyer, the liability of the Buyers is joint and several.

17. SEVERABILITY

Should any part or provision of these Terms be held invalid or unenforceable, such invalid or unenforceable part or provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remainder of these Terms.

18. FURTHER ASSURANCES

Unless otherwise specified, each party will, at its own expense and when requested by the other, promptly do, sign and deliver everything reasonably required to give full effect to these Terms and the transactions contemplated by these Terms and will take all practical steps to ensure relevant third parties do the same.

19. MISCELLANEOUS

- 19.1 The Buyer's ability to purchase Products on credit terms is personal to the Buyer and may not be assigned.
- 19.2 BP may assign the Buyer's Accounts to any third party.
- 19.3 BP may unilaterally change any of these Terms and will post amended Terms on its website, www.bp.co.nz, from time to time.
- 19.4 All communications directed to BP should be made to Customer Services, BP Oil New Zealand Limited, PO Box 892, Wellington.

20. SUPPLY OF BULK PRODUCTS

- 20.1 The terms and conditions set out in this clause 20 apply to Buyers who are supplied with Products by BP (via bulk delivery or otherwise) excluding the purchase of Products using Fuelcard.
- 20.2 BP warrants that the Products supplied will be of merchantable quality. No other warranty, expressed or implied, is given by BP.
- 20.3 BP will be relieved of all liability in respect of any claims relating to the quality of the Products if such claims are not made by the Buyer within 7 days of the delivery of those Products by BP to the Buyer. To the extent permitted by law, BP limits its liability to the replacement or the replacement cost of the relevant Products.
- 20.4 The Buyer must make available safe and unrestricted access for delivery at the site nominated for delivery in the Application, or otherwise as agreed by BP (the "Site") and provide not less than 3 working days prior notice of its delivery requirements. BP will use reasonable endeavours to deliver the Products ordered to the Site within 3 working days after receipt of the Buyer's order (excluding the day the order was received).
- 20.5 Delivery of the Products is made and risk will pass to the Buyer:
- (a) for liquid Products delivered by hose connection, when they pass into the permanent hose connection at the filling point at the Site; and
 - (b) for packed or other Products, upon the removal of such Products from the delivery vehicle at the Site.
- 20.6 BP will provide to the Buyer, at the time of delivery or as soon as practicable after delivery, a delivery docket (the "Delivery Docket") specifying the type, quantity and price of the Products delivered.
- 20.7 The Buyer may submit to BP a six-month reconciliation of Products delivered by BP for the purposes of assessing apparent loss or disparity between measured and actual delivery quantities. If the Buyer submits such a reconciliation to BP, BP will consider making an adjustment of the amount invoiced for the relevant Products delivered to the Buyer for that reconciliation period, if it appears that any disparity is a result of short delivery or other cause (excluding leakage from the Buyer's own equipment). Provided that:
- (a) whether or not an adjustment is made by BP under this clause, as well as the extent of any adjustment, is at all times in BP's sole and unfettered discretion and the Buyer will not withhold payment for any delivery which is under consideration under this clause;
 - (b) if any adjustment results in an increase in the amount payable for Products supplied, the

Buyer will pay that increase immediately; and

- (c) any reconciliation provided by the Buyer for consideration for adjustment of the invoiced amount under this clause must be submitted to BP within 30 calendar days of the final day of the relevant reconciliation period, in order to qualify for such consideration by BP under this clause.

21. EQUIPMENT

- 21.1 Any equipment provided by BP is supplied to the Buyer on loan from BP (the "Equipment").
- 21.2 The Buyer acknowledges and agrees that such Equipment, together with any substituted or additional Equipment or alterations, will remain at all times the property of BP and will only be used for the storage or dispensing of BP Products, unless the prior written consent of BP is obtained.
- 21.3 BP is not obliged to repair or replace any Equipment. BP may in its sole discretion remove all or any Equipment lent to the Buyer at any time.
- 21.4 The Buyer will be responsible for the proper care of the Equipment (fair wear and tear excepted) and will keep the Equipment insured against loss, theft or damage.
- 21.5 The Buyer agrees, upon receiving reasonable notice, to allow BP access to inspect, maintain or remove the Equipment and agrees that in the event of an emergency such notice will not be required. BP's rights under this clause continue notwithstanding the termination of the Buyer's Accounts.
- 21.6 The Buyer will observe BP's reasonable instructions as to the operation and maintenance of the Equipment and will conduct regular checks of the Equipment.
- 21.7 The Buyer uses and operates the Equipment at the Buyer's own risk.

22. COMPLIANCE

- 22.1 The Buyer agrees to comply with all legislation and guidelines, including guidelines and manuals issued by BP relating to the storage and dispensing of Products. BP may cease delivery if BP considers that there are concerns as to the degree of compliance with such legislation, guidelines or manuals.
- 22.2 The Buyer is responsible for obtaining all licences and consents necessary for the storage, dispensing or other dealings with the Products.
- 22.3 The Buyer will allow BP access to any site where Products are delivered, stored or dispensed upon reasonable notice so that BP can ensure compliance with these Terms.
- 22.4 The Buyer acknowledges it indemnifies BP, pursuant to clause 11, for any liability it may suffer directly or indirectly as a result of the Buyer's storage, dispensing or dealing with the Products.
- 22.5 The Buyer will not sell, or part with the possession of, the Products other than in the ordinary course of business of the Buyer.

23. LIABILITY

Except as otherwise stated in these Terms, and to the extent permitted by law, BP will not be liable to the Buyer for any loss or damage arising, whether directly or indirectly, out of the supply of Products or the performance or non-performance by BP of any obligation under these Terms

24. GENERAL USE OF YOUR BP FUEL CARD

- 24.1 The terms and conditions set out in clauses 24 to 29 apply to Buyers who are issued with a Fuelcard.
- 24.2 The Fuelcard is issued by BP for the person or vehicle nominated in the Application. The Buyer, as the Fuelcard Account holder, is responsible for the use of the Fuelcard(s) (including the PIN(s)) by person(s) who use the Fuelcard(s) and have knowledge of the PIN(s) ("Authorised User(s)").
- 24.3 The Fuelcard must be endorsed with the signature of the person named on the Fuelcard, or imprinted with the registration number of the vehicle identified on the Fuelcard, in the relevant space provided on the Fuelcard. By using or endorsing the Fuelcard the Buyer acknowledges it is bound by these Terms.
- 24.4 A Personal Identification Number ("PIN") is assigned to each Fuelcard. For all electronic transactions using a Fuelcard the Buyer or Authorised User must enter a PIN. The PIN must not be written on the Fuelcard or be kept as a written record with the Fuelcard. It is solely the Buyer's responsibility to ensure that only they and the Authorised User(s) use the Fuelcard and the PIN.
- 24.5 Every Fuelcard remains the sole property of BP at all times. BP may, at any time, require the return of any Fuelcard.
- 24.6 The Buyer agrees to comply with all guidelines and manuals issued by BP relating to the use of Fuelcard.
- 24.7 The Fuelcard may be used to purchase Products from participating retailers and automatic facilities approved by BP. The Fuelcard cannot be used to obtain cash, any cash equivalent, or cash for the refund of a Product.
- 24.8 The Fuelcard may be issued with a purchase limitation as set out in the Application. It is the Buyer's responsibility to ensure Authorised User(s) do not exceed the purchase limitation. The Buyer is responsible for any purchase in excess of the purchase limitation. BP is not liable to the Buyer for any Fuelcard purchase in excess of the purchase limitation.
- 24.9 When purchasing Products by Fuelcard it is the Buyer's responsibility to ensure any sales voucher or EFTPOS receipt correctly records the quantity, price and other details of the purchase. By entering the PIN or signing the sales voucher or EFTPOS receipt, the Buyer authorises the purchase of the Products and any costs to be charged by BP to the Buyer's Fuelcard Account. The Buyer agrees that entry of the PIN or signature of the person using the Fuelcard on the sales voucher or EFTPOS receipt, may be relied on by BP as valid authority from the Buyer for the purchase of the Products and the costs of such purchases shall be charged by BP to the Buyer's Fuelcard Account.
- 24.10 BP may from time to time issue a duplicate or replacement Fuelcard (including in circumstances where the Buyer requests a replacement for a damaged Fuelcard or shortly prior to the expiry of an existing Fuelcard). The destruction of the old Fuelcard is the responsibility of the Buyer and the Buyer will remain liable for any use of the old Fuelcard, notwithstanding the issue of a duplicate or replacement.

25. REPORTS

BP will provide the Buyer with a monthly tax invoice detailing the Fuelcard transactions for the previous month.

26. CREDITS

- 26.1 The purchase of Products on Fuelcard is between the Buyer and the participating retailer. The Buyer acknowledges BP has no liability to the extent permitted by law, directly or indirectly, in respect of the Products purchased by the Buyer using Fuelcard.

- 26.2 In the event the Buyer purchases defective Products, it is up to the Buyer to resolve this with the participating retailer from which the Products were purchased. If the return of defective Products is accepted by a participating retailer, the Buyer should obtain a copy of a credit voucher, which will be processed by BP as a credit against the Buyer's Fuelcard Account.

- 26.3 In the event the Buyer purchases defective Products from an automatic facility, the Buyer must give BP written notice of such purchase within 48 hours of the purchase. BP will, in good faith, investigate the quality of the Products purchased and may, at BP's sole discretion, replace the Products purchased or credit the Buyer's Fuelcard Account with the cost of the Products.

27. LOSS AND UNAUTHORISED USE OF FUEL CARD

If any Fuelcard (including the PIN) is lost, stolen or misused, the Buyer must notify BP immediately, requesting cancellation of that Fuelcard and confirm that notification in writing to BP within 24 hours. The Buyer will not be liable for any unauthorised transactions of the Fuelcard made after written notification of cancellation (due to loss or theft or misuse) is received by BP. BP will not be liable for any transactions on a Fuelcard effected prior to the day (being a usual working day) that BP receives from the Buyer written notification requesting cancellation (due to loss or theft or misuse) of that Fuelcard.

28. LIABILITY

Without limiting any other provision in these Terms, BP is not liable to the Buyer, whether directly or indirectly for:

- (a) the actions of any participating Fuelcard retailer;
- (b) any Products purchased on Fuelcard, in accordance with clause 24 (unless otherwise stated in these Terms);
- (c) any fault with any automatic facility used in conjunction with the Fuelcard;
- (d) any fault with the Fuelcard (including the PIN) itself;
- (e) any fault with the electronic system which processes the Fuelcard transaction;
- (f) any unauthorised use, misuse or fraud with a Fuelcard and/or PIN where BP has not received written notification of cancellation from the Buyer in accordance with clause 27;
- (g) any unauthorised use, misuse or fraud with a Fuelcard and/or PIN where BP has not received written notification of cancellation AND the returned Fuelcard from the Buyer in accordance with clause 29; and
- (h) any loss or damage suffered by the Buyer arising out of the supply of Products or the performance or non-performance by BP of any obligation under these Terms (unless otherwise stated in these Terms).

29. CANCELLATION

- 29.1 The Buyer may cancel a Fuelcard where it is no longer required by returning it to BP.
- 29.2 The Buyer must return any cancelled Fuelcard (unless lost or stolen), cut in half, to BP. The Buyer will remain liable for all transactions recorded against a cancelled Fuelcard until such time as the cancelled Fuelcard is actually received by BP (except where the Fuelcard is cancelled pursuant to clause 27). For avoidance of doubt, the Fuelcard Account will remain active for all other Fuelcards issued to the Buyer (if any).
- 29.3 Upon termination of any Fuelcard Account, all moneys owing to BP on that Account are due and payable to BP. Interest will accrue in accordance with clause 5.3 on any sum owing by the Buyer to BP until the total amount outstanding is settled in full.