

# AIR BP CARD CREDIT APPLICATION



BP Oil New Zealand Limited

## PLEASE COMPLETE IN CAPITAL LETTERS

Should you require a new form please ring **0800 666 333** and select option 1 or visit [www.bp.co.nz](http://www.bp.co.nz)

Please scan and send your completed application to: [bpnzcreditapplications@bp.com](mailto:bpnzcreditapplications@bp.com) or post to BP Oil New Zealand Limited, PO Box 99873, Newmarket, Auckland 1149.

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

## WELCOME TO AIR BP

The Air BP Card is a 14 day trading account that offers the modern aircraft operator many convenient features. These include:

- Access to friendly network of over 80 refuelling locations New Zealand wide
- Access to Air BP's 24-hour Carnet Operated self-service dispensers
- A concise monthly statement detailing offtakes by date, location and price
- A toll free number and team committed Air BP staff to help with any enquiries
- A commitment to the highest standards of quality and safety, network wide

- **Limited Companies:** Please complete sections 1, 6, 7, 8, 9, 10 & 11  
Personal guarantee must be completed by company director(s).
- **Sole Traders:** Please complete sections 1, 3, 8, 9, 10 & 11
- **Partnerships:** Please complete sections 1, 2, 3, 4, 5, 8, 9, 10 & 11
- **Limited Partnerships:** Please complete sections 1, 6, 7, 8, 9, 10 & 11  
Personal guarantee must be completed by the general partner(s) and limited partner(s).
- **Trusts:** Please complete sections 1, 2, 3, 8, 9, 10 & 11  
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 & 11
- **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

NZ Business Number

Telephone

Mobile

Fax

Type of business

Email (for invoices, notices and communications)

Authorised contact person (first name, surname)

Position held

Estimated monthly spend: Air BP Card

Bulk fuel deliveries

\*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

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 Air BP Card" (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.

I/We agree to be bound by the "Air BP eNabler Terms of Use" (a copy of which is enclosed with this application)

### 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 of birth

Position/title

Date

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/family member of the Applicant.

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 Air BP Card" (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.

I/We agree to be bound by the "Air BP eNabler Terms of Use" (a copy of which is enclosed with this application)

### 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/family member of the Applicant.

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 Air BP Card" (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.

The Applicant consents to be bound by the "Air BP eNabler Terms of Use" (a copy of which is enclosed with this application)

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/family member of the Applicant.

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)

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 Air BP Card", 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/family member of the Applicant.

Residential address of witness

Post code

Telephone



## SECTION 9: Card details

This section must be completed if applying for an Air BP Card

Please provide Aircraft type along with Aircraft registration number.

Card type: Avgas / Jet A-1

Aircraft type

Aircraft Registration


## 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)

Rapid/Dairy No

Road name

Bulk fuel product (e.g. Avgas, Jet A-1)

Address

Special delivery instructions

Telephone

## SECTION 11: Estimate of fuel usage

This section must be completed

Avgas

Litres

per annum

Jet A-1

Litres

per annum

Would you like to be informed of price changes via e-mail?

### Office use only

Business/Account Manager assigned:

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

Signed:

Name:

Date:

Special conditions:

Reasons:

Global reference number

Credit risk rating:

Company no:

Monthly credit limit:

ACL:

For rejected applications:

Rejected after arbitration

Approved after arbitration

Reasons:

Signed:

Global reference number

Credit risk rating:

Name:

Company no:

Date:

Monthly credit limit:

ACL:

# Standard Terms and Conditions

## Supply of Products and Air BP Card



### 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 an Air BP Card.
- 1.3 "Air BP" means that part of BP's business that relates to the supply of aviation fuel.
- 1.4 "Air BP Card" means the Air BP Card that is issued by BP pursuant to clause 23 of these Terms.
- 1.5 "BP" means BP Oil New Zealand Limited and includes Castrol NZ, a division of BP.
- 1.6 "Buyer" means the applicant named in the Application.
- 1.7 "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.
- 1.8 "Products" means in relation to purchases using the Air BP Card those goods and services authorised for purchase using Air BP Card and in relation to purchases other than by using Air BP Card, the goods and services supplied to the Buyer by BP.
- 1.9 "PPSA" means Personal Property Securities Act 1999.
- 1.10 "Terms" means these terms and conditions as amended from time to time under clause 18.3.

### 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 set by BP from time to time and may be obtained by contacting Air BP.
- 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 the Air BP Card will be charged by BP to the Buyer's Air BP Card 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 Air BP Card Accounts, BP reserves the right to charge an administration fee of \$50.00 per annum (or such other amount as BP from time to time may deem appropriate) where purchases on the Account are less than 1,000 litres (or such other amount as BP from time to time may deem appropriate) in any calendar year;
  - (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 20th 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. TITLE

- 6.1 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.
- 6.2 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.

### 7. BREACH AND TERMINATION

- 7.1 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.

- 7.2 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 without limitation any failure to comply with legislation and guidelines as set out at clause 21. 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.

- 7.3 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.

- 7.4 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.

- 7.5 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.

### 8. CONSUMER GUARANTEES ACT

The Buyer acknowledges that all Products purchased by the Buyer using Air BP Card 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.

### 9. FORCE MAJEURE

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

### 10. 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).

### 11. PERSONAL PROPERTY SECURITIES ACT

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.

### 12. NOTICES

- 12.1 Subject to clause 12.3, 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.
- 12.2 For the avoidance of doubt, the notice provisions in this clause 12 replace sections 185-189 of the PPSA.
- 12.3 Clause 12.1 does not apply to a notice given under clause 25 of these Terms. Notice under clause 25 is given when BP actually receives notice.

### 13. PRIMACY

- 13.1 These Terms will apply to the supply of all Products to the Buyer and/or the use of the Air BP Card (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.
- 13.2 Other than any written supply agreement (as specified in clause 13.1), 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.

### 14. 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.

## 15. JOINT AND SEVERAL

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

## 16. 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.

## 17. 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.

## 18. MISCELLANEOUS

18.1 The Buyer's ability to purchase Products on credit terms is personal to the Buyer and may not be assigned.

18.2 BP may assign the Buyer's Accounts to any third party.

18.3 BP may unilaterally change any of these Terms and will post amended Terms on its website, www.bp.com, from time to time.

18.4 All communications directed to BP should be made to Air BP Customer Services, BP Oil New Zealand Limited, PO Box 99873, Newmarket, Auckland 1149 or 0800-666-333.

## 19. SUPPLY OF BULK PRODUCTS

19.1 The terms and conditions set out in this clause 19 apply to Buyers who are supplied with Products by BP (via bulk delivery or otherwise) excluding the purchase of Products using the Air BP Card.

19.2 BP warrants that the Products supplied will be of merchantable quality. No other warranty, expressed or implied, is given by BP.

19.3 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.

19.4 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).

19.5 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.

19.6 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.

19.7 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).

## 23. GENERAL USE OF YOUR AIR BP CARD

23.1 The terms and conditions set out in clauses 23 to 28 apply to Buyers who are issued with an Air BP Card.

23.2 The Air BP Card is issued by BP for the person or aircraft nominated in the Application. The Buyer, as the Air BP Card Account holder, is responsible for the use of the Air BP Card(s) by person(s) who use the Air BP Card(s).

23.3 The Air BP Card must be endorsed with the signature of the person named on the Air BP Card, or imprinted with the registration number of the aircraft identified on the Air BP Card, in the relevant space provided on the Air BP Card. By using or endorsing the Air BP Card the Buyer acknowledges it is bound by these Terms.

23.4 Every Air BP Card remains the sole property of BP at all times. BP may, at any time, require the return of any Air BP Card.

23.5 The Buyer agrees to comply with all guidelines and manuals issued by BP relating to the use of Air BP Card.

23.6 The Air BP Card may be used to purchase Products from Air BP Aviation fuel facilities approved by BP or by placing a Fuel or Lubricants order with our Lubricants Call Centre.

23.7 BP may from time to time issue a duplicate or replacement Air BP Card (including in circumstances where the Buyer requests a replacement for a damaged Air BP Card or shortly prior to the expiry of an existing Air BP Card). The destruction of the old Air BP Card is the responsibility of the Buyer and the Buyer will remain liable for any use of the old Air BP Card, notwithstanding the issue of a duplicate or replacement.

## 24. REPORTS

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

## 25. CREDITS

25.1 The purchase of Products on Air BP Card is between the Buyer and Air BP. 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 Air BP Card.

25.2 In the event the Buyer purchases defective Products from an Air BP dispensing 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 Air BP Card Account with the cost of the Products.

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.

## 20. EQUIPMENT

20.1 Any equipment provided by BP is supplied to the Buyer on loan from BP (the "Equipment").

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 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.

20.7 The Buyer uses and operates the Equipment at the Buyer's own risk.

## 21. COMPLIANCE

21.1 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 and Air BP's Health Safety Environment and Quality Standards (as displayed at the airfield and as amended by BP from time to time). BP may cease delivery if BP considers that there are concerns as to the degree of compliance with such legislation, guidelines or manuals.

21.2 The Buyer is responsible for obtaining all licences and consents necessary for the storage, dispensing or other dealings with the Products.

21.3 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.

21.4 The Buyer acknowledges it indemnifies BP, pursuant to clause 10, for any liability it may suffer directly or indirectly as a result of the Buyer's storage, dispensing or dealing with the Products.

21.5 The Buyer will not sell, or part with the possession of, the Products other than in the ordinary course of business of the Buyer.

## 22. 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

## 26. LOSS AND UNAUTHORISED USE OF AIR BP CARD

If any Air BP Card is lost, stolen or misused, the Buyer must notify BP immediately, requesting cancellation of that Air BP Card and confirm that notification in writing to BP within 24 hours. The Buyer will not be liable for any unauthorised transactions of the Air BP Card 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 Air BP Card 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 Air BP Card.

## 27. LIABILITY

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

(a) any Products purchased on Air BP Card, in accordance with clause 23 (unless otherwise stated in these Terms);

(b) any fault with any dispensing facility used in conjunction with the Air BP Card;

(c) any fault with the Air BP Card, itself;

(d) any fault with the electronic system which processes the Air BP Card transaction;

(e) any unauthorised use, misuse or fraud with a Air BP Card where BP has not received written notification of cancellation from the Buyer in accordance with clause 26;

(f) any unauthorised use, misuse or fraud with a Air BP Card where BP has not received written notification of cancellation AND the returned Air BP Card from the Buyer in accordance with clause 28; and

(g) 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).

## 28. CANCELLATION

28.1 The Buyer may cancel a Air BP Card where it is no longer required by returning it to BP

28.2 The Buyer must return any cancelled Air BP Card (unless lost or stolen), cut in half, to BP. The Buyer will remain liable for all transactions recorded against a cancelled Air BP Card until such time as the cancelled Air BP Card is actually received by BP (except where the Air BP Card is cancelled pursuant to clause 25) For avoidance of doubt, the Air BP Card Account will remain active for all other Air BP Cards issued to the Buyer (if any).

28.3 Upon termination of any Air BP Card 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.



## AIR BP eNABLER TERMS OF USE

We are able to offer you the facility to receive original or copy electronic invoices via an internet application known as Air BP eNabler.

Air BP eNabler is part of a larger application suite called Marketsite which is licensed to and operated by Optus Networks Pty Limited (“**Optus**”) and Optus has granted us a licence to use Marketsite and in particular Air BP eNabler for the purpose of electronic invoicing and has been authorised to grant a sub-licence to you for the same purpose.

To the extent, we and you agree that invoicing under any supply agreements between us (“**Supply Agreements**”) shall be done electronically, these Terms will supplement the supply agreements solely in relation to the method of invoicing in accordance with such Supply Agreements.

For the purposes of these Terms, “We” or “Us” means the BP company with which you have a Supply Agreement that is to be invoiced through Air BP eNabler.

By accepting these Terms, you agree to the following:

### 1. Use of the Air BP eNabler system

- 1.1 We and you shall agree in writing which purchase accounts shall be invoiced via electronic invoices (the “**Accounts**”). You agree that subject to relevant country legal and tax requirements and paragraph 2.8 of these Terms, we will have the right to issue original paper invoices in relation to the Accounts. Where relevant country legal and tax requirements do not permit the issuing of original electronic invoices, we will issue original paper invoices but will send you copy electronic invoices in relation to the Accounts. We will inform you of the date from which original electronic invoices will be issued.
- 1.2 We hereby grant to you a non-exclusive licence to use Air BP eNabler in relation to the Accounts solely for the purpose of viewing and downloading invoice data and receiving electronic invoices and managing invoices submitted by us (the “**Permitted Purpose**”).
- 1.3 The electronic invoicing process shall operate as follows:
  - a) You have nominated a representative to be the sole point of contact with us in relation to the use of Air BP eNabler (the “**Customer Administrator**”). The Customer Administrator shall provide current, complete and accurate information about the Customer Administrator, the Customer and its directors and employees as required by us to maintain your Air BP eNabler account.
  - b) At your discretion, the Customer Administrator may create accounts for the Customer’s Directors and employees as additional users. The Customer Administrator will create Air BP eNabler accounts for these additional users and afterwards Air BP eNabler will automatically generate and send to such users unique login details and passwords to access Air BP eNabler.
  - c) Invoices will be created in accordance with a specified format, using processes designed to secure the authenticity and integrity of the data. Original invoices shall be certified by an electronic signature. Once created invoices shall be stored in an electronic repository on a server in Australia and/or the UK and the Customer may download invoices via Air BP eNabler where required.
  - d) You acknowledge and understand that unless you download original invoices via Air BP eNabler the data you access via Air BP eNabler is a presentation of the invoice data in electronic form.
  - e) You further acknowledge and agree that we will use third party agents to store the invoice images in the electronic repository on a server in Australia and to host and operate Air BP eNabler.
  - f) Electronic signatures certifying the integrity of the invoice images shall be created and signed on our behalf by a third party.

- g) Invoices shall be deemed to be issued by us at the time the original invoice is created by us whether electronically or otherwise. This shall be the date of invoice for the purpose of the Supply Agreement and these Terms.
- h) Air BP eNabler has the facility to send an email notification to you that invoice data is available to view. You may set its account profile to receive such email notification at your discretion.
- i) If you no longer wish to receive electronic invoices for any purchase account and wish to instead receive invoices in paper format, you must give us at least 30 days' written notice. Having discussed your use of Air BP eNabler we and you shall agree a process for issuing invoices thereafter.

## 2. Conditions of use

If you elect to receive electronic invoices via Air BP eNabler, you will comply with the following conditions of use:

- 2.1 You will only use the software licensed to you under these Terms to access Air BP eNabler and must only use Air BP eNabler for the Permitted Purpose.
- 2.2 You must have the ability to access the internet in order to use Air BP eNabler. You will be responsible for ensuring that you have access to the internet at all times to view invoice data and electronic invoices we send electronically. We will not be responsible for any internet usage costs.
- 2.3 You will remain fully responsible and liable to pay original invoices issued electronically by us, regardless of whether or not you access Air BP eNabler and view the relevant invoice, are disconnected from your internet account for any reason or fail to read any email notification.
- 2.4 You accept that any original invoices issued via Air BP eNabler are validly issued by electronic transmission and expressly waive any rights to bring an action declaring the invalidity of an invoice from us on the sole ground that the invoice was issued electronically.
- 2.5 You will be responsible for ensuring that any login and password detail provided by us or issued by the Account Administrator to access Air BP eNabler shall be kept safely and securely and you undertake to implement and maintain control and security procedures and measures necessary to ensure the protection of data against the risk of unauthorised access, alteration, loss or destruction.
- 2.6 You will ensure that invoices are readily accessible and can be reproduced in a readable form and, if required by any government tax authorities, can be printed.
- 2.7 If you choose to receive email notification in accordance with paragraph 1.3(h), you must provide us with a valid e-mail address to which such notifications shall be sent. It will be your sole responsibility to ensure the accuracy of the email address and the validity of the account.
- 2.8 Subject to relevant country legal and tax requirements, we may in our sole discretion issue paper invoices in respect of the Accounts in addition to or instead of electronic invoices at any time. In such circumstances, we will give you such notification as is reasonably practicable.
- 2.9 You must comply with our reasonable directions or those of any regulator or other body which administers public addressing identifiers (the "Regulator") related to the use of Air BP eNabler. In addition, you must comply with the requirements of any Regulator and acknowledge and agree that:
  - a) We do not control the allocation of public addressing identifiers;
  - b) We are not liable to you if we or Optus are required to change any public addressing identifiers as a result of any direction given by a regulator or other body which administers public addressing identifiers; and
  - c) on ceasing to use eNabler, your right to use any related public addressing identifier may cease.
- 2.10 In using Air BP eNabler you agree not to:
  - a) use or manipulate Air BP eNabler in any way to interrupt, interfere with or damage Air BP eNabler or to make it less efficient;
  - b) to the extent permitted by law, decompile, disassemble, reverse engineer or in any way modify the Software program code without the prior written consent of Optus;
  - c) duplicate, copy, resell, sub-licence (other than as permitted by these Terms) or otherwise commercially exploit any part of the Air BP eNabler;

- d) use or attempt to use Air BP eNabler to transmit, publish or communicate any material which is defamatory, offensive, abusive, indecent, menacing or unwanted;
  - e) breach the provisions of any privacy legislation governing our or your activities or of our or your employees, directors, agents, contractors, sub-contractors or affiliates;
  - f) breach any applicable laws or regulations in relation to your use of Air BP eNabler or infringe any other person's rights; or
  - g) expose us to any liability.
- 2.11 You acknowledge and agree that:
- a) as Air BP eNabler is made accessible over a carriage service delivered by Optus (or another third party), Optus (or such other third party) may be required to intercept communications and may also monitor your usage of Air BP eNabler and communications sent over it solely for the purpose of complying with its obligations under the Telecommunications Act 1997 (Australia) and any other relevant legislation;
  - b) Optus's licensor, SupplyNet Ltd of Level 2, National Equity House, 75 Queen St, Auckland, New Zealand owns all intellectual property rights, including the copyright and related rights in the Marketsite software, and any modifications made to, or improvements in, the software, and subject to paragraph 7 Optus owns all other intellectual property rights associated with or used in relation to Marketsite and the services it provides to us.
  - c) In the event that any third party claims that use of Air BP eNabler infringes the intellectual property rights of any third party, Optus shall be entitled to defend any legal or other proceedings commenced by that third party and you shall provide all necessary assistance and information reasonably requested by Optus.
  - d) You will use Air BP eNabler only in accordance with these Terms.

### 3. Authority to receive electronic invoices

You will be responsible for ensuring that you can receive electronic invoices in your country of residence and that the electronic invoice and the use of Air BP eNabler will comply with all tax and legal requirements in that country.

### 4. Confidentiality

We and you shall ensure that invoice data is maintained in confidence and is not disclosed or transmitted to any unauthorised persons, except as required by law or by any government tax authorities.

### 5. Liability and warranty

- 5.1 We accept no responsibility or liability in the event that your login and password details are used by any third party to access your account without your permission. In addition, whilst we will take reasonable steps to ensure any login and password details are securely sent to you, we will accept no responsibility or liability in the event that such information is accessed or read by any third party, including where such information is accessed due to negligence, fault or wilful default.
- 5.2 We makes no representation or warranty:
- a) as to the licence granted by Optus;
  - b) as to the accuracy of any technical advice provided by Optus in relation to Air BP eNabler;
  - c) as to the fitness for purpose or merchantability of Air BP eNabler;
  - d) that any advice provided by we to assist in your use of Air BP eNabler, is accurate or correct or will not have a detrimental effect on your network or any other application installed on it.
- Further, to the maximum extent permitted by law, we exclude all conditions and warranties implied by law.
- 5.3 Whilst we will endeavour to make Air BP eNabler available at all times, we cannot guarantee uninterrupted and/or reliable access to Air BP eNabler and make no guarantees whatsoever as to its operation, availability, functionality, that it will be free of error or disruption or otherwise. To the extent permitted by law, we accept no liability for any loss incurred or suffered by you arising out of or in connection with your use of, or inability to use Air BP eNabler.
- 5.4 We accept no liability for any indirect or consequential loss, including loss arising from loss of revenue, loss of profits, loss of business or goodwill, loss of, damage to,

corruption of or compromise of data, or any other economic loss arising out of or relating to these Terms, misrepresentation, warranty or any other statutory, legal or equitable grounds even if a party has been advised of the possibility of such losses or damages by the other party.

5.5 We will implement and maintain control and security procedures and measures with a view to keeping information contained in Air BP eNabler secure, but our sole responsibility following any security breach will be to endeavour, taking reasonable steps, either by ourselves or through third parties, to prevent any continuance or reoccurrence once the problem has been identified by or notified to us.

#### 6. Record retention

6.1 We and you shall each store the invoices for a period of six (6) years or such longer period as may be required by local tax requirements in the following manner:

- a) the invoice data shall be readily accessible and readable at any time;
- b) invoices shall be stored in their original and encrypted electronic format;
- c) the electronic signature for each invoice must be stored as evidence of the authenticity and integrity of the invoice; and
- d) the encryption codes for each invoice must be stored such that both us and you can access such codes for the purpose of comparing the original encrypted invoice with the readable invoice data at any time.

#### 7. Trademarks

Trademarks will be displayed on Air BP eNabler from time to time. These may belong to us or third parties. You must not use the trademarks on Air BP eNabler without the express written permission of the relevant owner.

#### 8. Data protection

We and you shall each comply with any and all relevant data protection legislation in relation to the processing of any personal data pursuant to this Agreement.

#### 9. Termination

We may terminate your access to Air BP eNabler either on 60 day's written notice without cause or with immediate effect in the event that either (i) breach of this Agreement is not remedied within 10 business days of notification of such breach or (ii) if our licence to use Marketsite is terminated. If we terminate access to Air BP eNabler, we shall discuss alternative methods of invoicing with you and we and you shall agree a process for issuing invoices thereafter.

#### 10. Consent to electronic invoicing

You specifically agree that by agreeing to these Terms, you accept our use of electronic invoicing.

#### 11. Governing law and jurisdiction

These Terms shall be governed by English law and both you and we submit to the non-exclusive jurisdiction of the English courts.