



## Standard Terms and Conditions

### 1. DEFINITIONS

**1.1 Account** means a BP account opened for a Buyer pursuant to an Application.

**1.2 Account Credit Limit** means the limit to which the Buyer may purchase Fuelcard Products on its Account, as nominated by BP and communicated to the Buyer from time to time.

**1.3 Applicable Anti-corruption Laws** means any anti-corruption laws that are applicable to either the Buyer or this Agreement, including the US Foreign Corrupt Practices Act and the UK Bribery Act.

**1.4 App** means BP's mobile phone application which links payment of Fuelcard Products to the Fuelcard, which an Authorised User can use to purchase Fuelcard Products.

**1.5 Application** means the **Credit Application** form or other application form issued by BP that a Buyer has completed and submitted to BP to apply to BP for the supply of Products on credit and/or the issue of a Fuelcard.

**1.6 Amounts Owing** means all amounts owing by the Buyer to BP at the relevant time.

**1.7 BP** means BP Oil New Zealand Limited.

**1.8 BP Motor Fuels** means motor fuels and lubricant products including BP Ultimate, BP Unleaded with up to 10% renewable ethanol, Opal, unleaded and premium unleaded petrol, automotive LPG and diesel purchased by the Buyer under BP trade marks and third party purchased automotive LPG and other fuel products nominated by BP from time to time

**1.9 Buyer** means, in relation to the Application, each Business Buyer (if applicable) and each Consumer Buyer (if applicable) named in it, or any one of them, as the context requires.

**1.10 Business Buyer** means any applicant named in the Application:

- (a) that is not a natural person; or
- (b) who is a natural person for whom the Products are used or intended to be used wholly or predominantly for business purposes.

**1.11 Business Day** means a day (other than a Saturday, Sunday or public holiday observed in New Zealand) on which registered banks are opened for general banking business in New Zealand.

**1.12 Consumer Buyer** means any applicant named in the Application who:

- (a) is a natural person and for whom the Products are used or intended to be used wholly or predominantly for personal, domestic or household purposes; or
- (b) acquires the Products for personal, domestic or household use and consumption.

**1.13 Fuelcard** means a BP Fuelcard that is issued by BP Oil New Zealand Limited pursuant to clause 7 of these Terms.

**1.14 Fuelcard Products** means BP Motor Fuels and other products and services purchased on Fuelcard.

**1.15 GST** has the meaning given in the Goods and Services Tax Act 1985.

**1.16 Guarantor** means any person who executes a personal

guarantee relating to the Buyer's obligations to the relevant BP entity or, if there is more than one Guarantor, any one of them.

**1.17 Insolvency Event** occurs if:

- (a) BP reasonably believes that the Buyer or a Guarantor is unable to pay any Amounts Owing as they fall due or is bankrupt or insolvent;
- (b) a Guarantor disputes the legal effectiveness of the relevant guarantee; and/or
- (c) any person takes enforcement action against the Buyer's or a Guarantor's property.

**1.18 Terms** means these terms and conditions as amended from time to time under clause 22.

### 2. ACCEPTANCE OF APPLICATION

**2.1** All applications must be submitted by the Buyer to BP on an Application, which may include an electronic form. BP will use reasonable endeavours to 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 submitting the Application, that the Buyer has received a copy of, and agrees to be bound by, these Terms.

**2.3** The Buyer represents and warrants that all information it supplies to BP in, or in connection with, the Application is accurate, up to date and not misleading and that the Buyer has not withheld from BP any fact material to the BP's decision of BP to provide credit to the Buyer.

### 3. ACCOUNT CREDIT LIMIT

**3.1** A Buyer must not exceed its Account Credit Limit. The Buyer is responsible for monitoring the Amounts Owing on the Buyer's Account to ensure that the Buyer does not exceed the Account Credit Limit.

**3.2** BP may increase or decrease an Account Credit Limit given to a Buyer from time to time. BP will notify a Buyer in writing of any change to its Account Credit Limit (on at least 14 days prior notice if the Buyer is a Consumer Buyer).

**3.3** BP may charge all Amounts Owing under or in connection with these Terms to the Buyer's Account and all Amounts Owing will count towards the Account Credit Limit.

### 4. PRICE

**4.1** The price payable for a Product is the price notified in writing for the relevant Product by BP (or the applicable retailer) to the Buyer from time to time.

**4.2** The Buyer acknowledges the prices charged by BP for Products may be varied by BP from time to time, including as a result of 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:



# bp New Zealand Fuelcard



- (a) any applicable taxes and levies; and
- (b) for Fuelcard Accounts held by Business Buyers only, card, transaction or other applicable fees as set out in the current Schedule of Fees available at [www.bpfuelcard.co.nz](http://www.bpfuelcard.co.nz), as updated by BP from time to time.

## 5. PAYMENT

**5.1** The Buyer must not deduct, withhold or set-off any sum from any Amounts Owing to BP.

**5.2** The Buyer may effect payment of Amounts Owing by either direct debit from the Buyer's nominated bank account in accordance with the direct debit form in the Application or by Visa or MasterCard credit card. Service fees apply to payments made using credit cards, as set out in the current Schedule of Fees available at [www.bpfuelcard.co.nz](http://www.bpfuelcard.co.nz) (as may be updated by BP from time to time). Unless agreed otherwise in writing between BP and the Buyer or a different date is specified on an invoice, the payment of invoices must 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 is taken as accepted by the Buyer and not open to challenge.

**5.3** The Buyer must notify BP immediately of any change to the Buyer's banking details.

**5.4** The Buyer must ensure that there are sufficient funds available in its nominated bank account to meet its direct debit deductions.

**5.5** If the Buyer exceeds its Account Credit Limit and/or fails to make payment in accordance with this clause, BP may at its option:

- (a) refuse to extend further credit to the Buyer;
- (b) cancel and/or suspend the Buyer's Account; or
- (c) exercise its termination rights pursuant to clause 16.

**5.6** Without limiting BP's other rights under these Terms, if the Buyer exceeds its Account Credit Limit and/or fails to make payment in accordance with this clause, then the Buyer must:

- (a) Pay BP all Amounts Owing;
- (b) if the Buyer is a Business Buyer, pay BP simple interest on the unpaid amount calculated at a rate of 1.5% per month calculated daily from the due date until actual payment on all unpaid amounts; and
- (c) indemnify BP for any and all expenses incurred by BP in relation to any enforcement of these Terms, or the exercise, preservation or consideration of any rights, powers or remedies under this Agreement and including in each case, legal costs and expenses on a full indemnity basis and the costs of any agents or contractors acting on BP's behalf in respect of any recovery or attempted recovery of any amount due by the Buyer.

**5.7** 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. CREDIT AND SECURITY

**6.1** BP may, at any time, in its absolute discretion:

- (a) grant credit to the Buyer;

- (b) determine the terms on which such credit will be granted; and
- (c) vary the terms of or withdraw any credit granted to the Buyer at any time and from time to time.

**6.2** If requested by BP, the Buyer must provide security for the performance of its obligations under these Terms in a form and on terms and conditions reasonably acceptable to BP.

**6.3** If requested by BP, the Buyer must provide BP with:

- (a) information in the form and for the period requested by BP relating to the Buyer's financial position. This information may include a balance sheet, profit and loss statement, and cash flow statement; and
- (b) information in the form and for the period requested by BP in relation to the financial position of any prospective Guarantor.

**6.4** The Buyer must give BP written notice of any change in its contact details, ownership, legal identity or directors within 7 days of the change.

## 7. GENERAL USE OF YOUR BP FUELCARD

**7.1** The terms and conditions set out in clauses 7 to 12 apply to Buyers who are issued with a Fuelcard.

**7.2** 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)") and BP is not liable for any unauthorised use whatsoever of any Fuelcard, including any unauthorised use of the Fuelcard via the App.

**7.3** 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.

**7.4** 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. The Buyer acknowledges that the card PIN is not required for purchases using Fuelcard via the App.

**7.5** Every Fuelcard remains the sole property of BP at all times. BP may, at any time, require the return of any Fuelcard.

**7.6** The Buyer agrees to comply with all guidelines and manuals issued by BP relating to the use of Fuelcard.

**7.7** The Fuelcard cannot be used to obtain BP gift cards, cash, any cash equivalent, or cash for the refund of a Fuelcard Product.

**7.8** The Fuelcard may be issued with a credit limit as set out in the Application. It is the Buyer's responsibility to ensure Authorised User(s) do not exceed the applicable Fuelcard credit limit. The Buyer is responsible for any purchase in excess of the Fuelcard credit limit. BP is not liable to the Buyer for any Fuelcard purchase in excess of the Fuelcard credit limit.

**7.9** When purchasing Fuelcard Products 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 Fuelcard 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 Fuelcard Products and the costs of such purchases shall be charged by BP to the Buyer's Fuelcard Account. The Buyer acknowledges that this process is not required for purchases using Fuelcard via the App. The Buyer agrees that once an Authorised User has been approved to use the App, this may be relied on by BP as valid authority from the Buyer for the purchase of all Fuelcard Products and the costs of such purchases via the App.

**7.10** 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.

**7.11** If BP considers that a Fuelcard has been used other than as permitted or contemplated by these Terms, BP may at any time retain and/or suspend that Fuelcard and cancel all privileges attached to that Fuelcard and/or the Account to which it relates.

## 8. REPORTS

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

## 9. PURCHASE OF FUELCARD PRODUCTS

The Buyer is deemed to purchase (a) BP Motor Fuels from BP; and (b) all other products and services from the operator of the relevant site. To the full extent permitted by law, BP shall in no way be held liable in respect of any Fuelcard Product which is not deemed to have been purchased from BP under this clause

## 10. LOSS AND UNAUTHORISED USE OF FUELCARD

If any Fuelcard (including the PIN) is lost, not received when due, stolen or subject to possible unauthorised use (including unauthorised use of a Fuelcard via the App), the Buyer must notify BP immediately, requesting cancellation of that Fuelcard, by phone, email or via Fuelcard Online. The Buyer will not be liable for any unauthorised transactions on the Fuelcard made after notification of cancellation is received and confirmed by BP. BP will not be liable for any transactions on a Fuelcard effected prior to the time that BP confirms receipt of notification from the Buyer requesting cancellation of a Fuelcard.

## 11. LIABILITY IN RESPECT OF FUELCARD

11.1 Without limiting any other provision in these Terms (including clause 15), to the extent permitted by law, BP is not liable to the Buyer, whether directly or indirectly for:

- (a) the actions or omissions of any participating Fuelcard retailer;
- (b) any fault with any automatic facility used in conjunction with the Fuelcard;
- (c) any fault with the Fuelcard (including the PIN) itself;
- (d) any fault with the electronic systems which process the Fuelcard transaction; or

- (e) any unauthorised use, misuse or fraud with a Fuelcard and/or PIN where BP has not received notification of cancellation from the Buyer in accordance with clause 10 or 12.

## 12. CANCELLATION OF FUELCARDS

**12.1** The Buyer may request cancellation of a Fuelcard where it is no longer required by contacting BP by phone or email or via Fuelcard Online.

**12.2** The Buyer must destroy any cancelled Fuelcard. For avoidance of doubt, the Fuelcard Account will remain active for all other Fuelcards issued to the Buyer (if any).

**12.3** On cancellation of all the Buyer's Fuelcards, the debit balance of the Buyer's Fuelcard account becomes immediately due and payable to BP.

## 13. CONSUMER GUARANTEES ACT AND FAIR TRADING ACT

**13.1** For the purposes of section 5D of the Fair Trading Act 1986 (FTA) and section 43 of the Consumer Guarantees Act 1993 (CGA), the parties acknowledge and agree that, if the Buyer is acquiring, or holds itself out as acquiring, the Fuelcard Products in trade, to the extent permitted by law:

- (a) they are contracting out of the CGA (to the extent that the CGA would otherwise apply to any matters covered by these Terms);
- (b) it is fair and reasonable for the parties to be bound by this clause 13.1; and
- (c) they have received legal advice in relation to these Terms (or had the opportunity to seek such advice but decided not to).

**13.2** Nothing in these Terms will affect any right any person may have under the CGA if they are a consumer (as defined in the CGA) and are not acquiring, or holding themselves out as acquiring, the Fuelcard Products in trade.

## 14. FORCE MAJEURE

BP is not liable for any failure to supply or other default resulting from any event beyond BP's reasonable control, including: riot; civil commotion; war; acts of terrorism; accident; shortened hours of labour, strikes, blockades, lockouts, and other labour disputes; compliance with a government request; storm; fire; natural disasters; national emergencies; pandemic; epidemic; Fuelcard Product shortage; or any discontinuance, whether total or partial, permanent or temporary, of any of BP's or BP's suppliers' sources of supply of crude petroleum or Fuelcard Product or the means of delivery of any Fuelcard Product by any computer program or computer processor failure.

## 15. LIABILITY AND INDEMNITY

**15.1** If the Buyer is a Consumer Buyer, the Buyer must give BP written notice of any claims that BP's conduct has breached these Terms within 10 Business Days. Claims brought after this period are absolutely barred. BP will investigate and may, at BP's sole discretion, replace the Fuelcard Products purchased from BP or an unmanned facility or credit the Buyer's Account with the cost of such Fuelcard Products.

**15.2** Other than as described in clause 15.1, BP is not liable in respect of any loss, damage or cost whatsoever, however arising, under or in connection with the supply of Fuelcard Products under these Terms and, in respect of any liability which cannot be



so excluded, BP's liability will be fully discharged by BP either (in its sole discretion):

- (a) supplying the Fuelcard Product;
- (b) resupplying that Fuelcard Product; or
- (c) supplying equivalent product or services.

**15.3** Except where required by law, in no circumstances shall BP be liable under or in connection with these Terms in contract, under any indemnity or warranty, tort (including negligence), by statute or otherwise for any:

- (a) for any loss of profits, income, revenue, contracts or production;
- (b) business interruption or increased costs in operation;
- (c) damage to goodwill or reputation; or
- (d) indirect losses or expenses or consequential loss.

**15.4** If the Buyer is a Business Buyer, the Buyer agrees to indemnify BP, its officers, employees and agents (each an "Indemnified Person"), against any costs, expenses, claims or losses (including legal costs on a solicitor and own client basis and debt collection agency fees) suffered or incurred by BP arising out of or in connection with the supply of Fuelcard Products to the Buyer, except to the extent that an Indemnified Person has caused or contributed to the cost, expense, claim or loss.

**15.5** If the Buyer is a Consumer Buyer, the Buyer agrees to indemnify each Indemnified Person against any costs, expenses, claims or losses (including legal costs on a solicitor and own client basis and debt collection agency fees) suffered or incurred by an Indemnified Person arising out of or in connection with a breach by the Buyer of these Terms, except to the extent that an Indemnified Person has caused or contributed to the cost, expense, claim or loss.

**15.6** This clause 15 can only be varied by a subsequent written agreement signed by BP and the Buyer.

## 16. BREACH AND TERMINATION

**16.1** The Buyer may terminate its Account on 14 days' written notice to the relevant BP entity.

**16.2** BP may immediately suspend or terminate the Buyer's Account by giving written notice to the Buyer if:

- (a) the Buyer breaches these Terms;
- (b) an Insolvency Event occurs; or
- (c) the Buyer sells, transfers or disposes of its business or there is a change of control of the Buyer, without BP's prior written consent.

**16.3** In any other case BP may suspend or terminate an Account on 14 days' written notice to the Buyer.

**16.4** 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.

**16.5** Upon termination:

- (a) all Amounts Owing will become immediately due and payable to BP;
- (b) the Buyer must pay BP interest under clause 5.6(b) and recovery costs under clause 5.6(c), as applicable; and

(c) all of the Buyer's Fuelcards will be immediately cancelled.

**16.6** Termination will not affect any provisions of these Terms which expressly or by implication are intended to survive termination.

## 17. ANTI-BRIBERY AND CORRUPTION

**17.1** The parties, in performing this Agreement, must comply with any Applicable Anti-corruption Law and must not give or offer to give, receive, or agree to accept, any payment gift or other advantage which violates an Applicable Anti-corruption Law.

## 18. PRIVACY

**18.1** The Buyer authorises BP to collect, store, use and disclose personal information (as defined in the Privacy Act 2020) provided by the Buyer and/or collected by BP from third parties ("Personal Information") in accordance with the Privacy Act and BP's Privacy Statement, as updated from time to time.

**18.2** In addition, the Buyer authorises BP to collect, store, use and disclose Personal Information for:

- (a) the purposes described in clause 18A; and
- (b) the purposes of assessing the Buyer's creditworthiness from time to time. The Buyer agrees that this may include BP sharing Personal Information with credit reporting and debt collection agencies (including credit default information, if applicable) who may collect and retain such Personal Information and use it to provide their credit reporting and debt collection services.

**18.3** The Buyer acknowledges and agrees that prior to BP accepting any Application for Fuelcards, BP may at its sole discretion require owners, officers or partners of the Buyer to undertake a credit check. In order to undertake a credit check, BP requires each person to provide BP with their consent for BP to undertake the credit check.

**18.4** The Buyer has a right to access and request correction of Personal Information held by any BP entity by contacting the relevant BP entity at the details set out in BP's Privacy Statement.

## 18A. INFORMATION EXCHANGE WITH THIRD PARTIES

- (a) The Buyer acknowledges and agrees that BP may exchange the information described in clause 18A(b) below about the Buyer with third parties including industry associations, who may then share this information with their representatives. Where a Buyer is a member of an industry association or customer of another organization, such third parties may use that Buyer information and contact the Buyer directly for the purposes of calculating rebates, commissions, or other payments, or to determine whether that Buyer is taking up an industry association or other organisation offer and to market any industry association or other organisation offers to that Buyer.
- (b) The type of Buyer information that BP may exchange with third parties under clause 18A(a) includes: personal information about the Buyer, contact details (including phone number, email and address), the fact that the Buyer is a BP Fuelcard customer, volumes of petroleum products that the Buyer has purchased from BP in a given period, the Buyer's BP Fuelcard membership number and industry association or other organisation membership number (if applicable), and the Buyer's NZBN and business name.



## 19. NOTICES

**19.1** Subject to clause 19.2, 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 email or other electronic notice, at the time of sending, except that if a notice or other communication is delivered by hand, or received by mail, email or other electronic means, on a day which is not a 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.

**19.2** Clause 19.1 does not apply to a notice given under clause 10 of these Terms. Notice under clause 10 is given when the relevant BP entity confirms that it has received the relevant notice.

**19.3** If there is more than one Buyer named in an Application, notice to one Buyer will be deemed to be notice to all Buyers.

**19.4** All communications directed to BP should be made to Buyer Services, BP Oil New Zealand Limited, PO Box 99873, Newmarket, Auckland 1149.

**19.5** The Buyer consents to BP sending all communications including invoices by electronic means.

## 20. ENTIRE AGREEMENT

**20.1** These Terms will apply to the purchase of Fuelcard Products using a Fuelcard (except to the extent they are inconsistent with the terms of any written supply agreement between the Buyer and the relevant BP entity for the provision of specific Products to the Buyer by that BP entity). In the event of such inconsistency the terms of the supply agreement will prevail.

**20.2** Other than any written supply agreement (as specified in clause 20.1):

- (a) 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; and
- (b) any other terms and conditions proposed or issued by the Buyer shall have no effect.

## 21. MISCELLANEOUS

**21.1** Failure or delay by either party in exercising, or partial exercise of, any right, power or remedy under or in connection with these Terms does not constitute a waiver of that right, power or remedy. A waiver, to be effective, must be in writing.

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

**21.3** 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.

**21.4** 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, including the Guarantor, do the same.

## 22. ASSIGNMENT AND CHANGES TO THESE TERMS

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

**22.2** If the Buyer is a Business Buyer, BP may assign the Buyer's Account, or any of BP's rights in connection with the Buyer's Account, to any third party.

**22.3** BP may unilaterally change any of these Terms by posting amended Terms on its website [www.bp.co.nz](http://www.bp.co.nz), and/or notifying the Buyer of the updated Terms, from time to time: (a) at least 21 days prior to the changes taking effect; or (b) without notice if the changes do not cause detriment (financial or otherwise) to the Buyer or are required by applicable law.

**22.4** A Buyer may terminate its Account in accordance with clause 16.1 if it does not accept any changes BP makes to these Terms.

## 23. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of New Zealand. Each party irrevocably submits to the exclusive jurisdiction of the courts of Auckland, New Zealand.

## 24. GENERAL

**24.1** In these terms a reference to:

- (a) "in writing" includes by email or any other electronic means that creates a permanent record;
- (b) a statute includes amendments to that statute and any statute to the extent passed in substitution for that statute;
- (c) a clause is to a clause in these Terms;
- (d) "including" shall be construed as "including without limitation"; and
- (e) any agreement or document includes that agreement or document as amended at any time.

### 24.2 In these Terms:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the word person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust or government agency, in each case, whether or not having a separate legal personality; and
- (c) all rights and remedies provided in these Terms are cumulative and not exclusive of any other rights or remedies that may be available to the parties; and
- (d) the singular includes the plural and vice versa.

**24.3** Any BP entity can exercise its rights and enforce its obligations under these Terms even if it has not signed these Terms. These Terms may be executed in any number of counterparts (including by electronic signature) all of which, when taken together, will be treated as one document. These Terms must not be construed adversely to BP on the basis BP prepared them.

**Last updated August 2023**