

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 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.
- 1.3 "Amounts Owing" means all amounts owing by the Buyer to BP at the relevant time.
- 1.4 "BP" means, as applicable, Castrol New Zealand Limited in relation to lubricant products, and/or BP Oil New Zealand Limited for all other goods and services.
- 1.5 "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.
- 1.6 "Business Buyer" means any applicant named in the Application:
- that is not a natural person; or
 - who is a natural person for whom the Products are used or intended to be used wholly or predominantly for business purposes.
- 1.7 "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.
- 1.8 "Consumer Buyer" means any applicant named in the Application who:
- 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
 - acquires the Products for personal, domestic or household use and consumption.
- 1.9 "Credit Limit" means the maximum amount of credit, set by BP in response to the Buyer's Application and clause 3.1 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.
- 1.10 "Fuelcard" means a BP Fuelcard that is issued by BP Oil New Zealand Limited pursuant to clause 23 of these Terms.
- 1.11 "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.
- 1.12 "Insolvency Event" occurs if:
- 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;
 - 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.
- 1.13 "Products" means:
- in relation to purchases using Fuelcard, those goods and services purchased using Fuelcard (whether from BP or an authorised retailer); and
 - in relation to purchases other than by using Fuelcard, all goods and services supplied to the Buyer by the relevant BP entity.
- 1.14 "PPSA" means Personal Property Securities Act 1999.
- 1.15 "Terms" means these terms and conditions as amended from time to time under clause 16.

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 undertakes that all information it supplies to BP in, or in connection with, the Application is accurate, up to date and not misleading.

3. CREDIT LIMIT

- 3.1 The amount of the Credit Limit will be no less than \$5,000 but at BP's discretion may be higher. The Buyer must contact BP to confirm the Credit Limit applicable to the Buyer's Account.
- 3.2 A Buyer must not exceed its 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 Credit Limit. BP may at its discretion decline the purchase of Products using Fuelcard or suspend the Account if the Buyer exceeds the Credit Limit.
- 3.3 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 (on at least 14 days prior notice if the Buyer is a Consumer Buyer). A Buyer may decline any increase to its Credit Limit by notifying BP.
- 3.4 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 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:
- any applicable taxes and levies;
 - for Fuelcard Accounts held by Business Buyers only, an annual card fee of \$13.33 (plus GST) and a transaction fee of 8.88 cents (plus GST) for each Fuelcard transaction;
 - for the order of Products, any minimum order charge BP has notified to the Buyer from time to time, which may vary depending on the quantity of Products ordered; and
 - for the delivery of Products, any delivery charge BP has notified to the Buyer from time to time, which may vary 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 The Buyer must not deduct, withhold or set-off any sum from any Amounts Owing to BP.
- 5.2 Payment of all Amounts Owing will be effected by direct debit to the Buyer's nominated 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 The Buyer must ensure that there are sufficient funds available in its nominated bank account to meet its direct debit deductions. If any direct debit is dishonoured or payment is otherwise not made in accordance with these Terms, in addition to the unpaid amount, then:
- if the Buyer is a Business Buyer, the Buyer will be liable to BP for 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;
 - the Buyer will be liable to BP for all costs and expenses incurred by BP in attempting to enforce payment or otherwise incurred as a result of the non-payment, in accordance with clause 11; and
 - BP may, in its discretion, cancel or suspend the Buyer's Account.
- 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 Unless otherwise agreed in writing between BP and the Buyer, the Buyer agrees to purchase a minimum of the following Products (as applicable):
- 250 litres of motor spirit or diesel; or
 - 500 litres of lubricants, every calendar month ("Minimum Purchase Criteria").
- 6.2 If the Buyer is a Business Buyer, BP may increase or decrease the Minimum Purchase Criteria by 14 days' notice in writing to the Business Buyer from time to time.

7. TITLE AND RISK

- 7.1 If the Buyer is a Consumer Buyer, title and risk in Products passes to the Buyer on collection. If the Buyer is a Business Buyer, the remaining provisions of this clause 7 apply.
- 7.2 If the Buyer is a Business Buyer:
- risk of damage to or loss of the Products passes to the Buyer on collection or delivery (as applicable);
 - title in the Products will remain with the relevant BP entity until all Amounts Owing by the Buyer to that BP entity have been paid in full;
 - until title in the Products passes to the Buyer, the Buyer must keep all Products clearly identifiable as the property of the relevant BP entity and must keep all Products free of security interests (as defined in the PPSA) other than any security interests granted in favour of BP; and
 - notwithstanding clause 7.2(b), the Buyer may mix the Products with other products and/or use the Products in the ordinary course of Buyer's business.
- If an Insolvency Event occurs, BP may revoke the authority granted under clause 7.2(d) on notice to the Buyer.
- 7.3 If the Buyer is a Business Buyer, until ownership of Products passes to the Buyer, the Buyer grants irrevocable authority to BP or BP's agents, to enter any premises owned or occupied by the Buyer at any reasonable time but without notice, to remove any Products, including Products which have been mixed with Products. BP will not be liable for costs, damages or expenses or any other losses suffered or incurred by the Buyer or any third party as a result of this action.
- 7.4 This section 7 is inserted solely for the benefit of BP and does not entitle the Buyer to return any Products which have not been paid for. BP may bring an action for any Amounts Owing even where ownership of the Products has not passed to the Buyer.

8. BREACH AND TERMINATION

- 8.1 The Buyer may terminate its Account on 14 days' written notice to the relevant BP entity.
- 8.2 BP may suspend or terminate the Buyer's Account if the Buyer breaches these Terms or if an Insolvency Event occurs:
- if the Buyer is a Business Buyer, without notice; or
 - if the Buyer is a Consumer Buyer, on 14 days' written notice to the Buyer, unless a shorter notice period (or no notice period) is reasonably necessary for BP to protect a legitimate interest, for example, if the Buyer or a Guarantor is deemed to be bankrupt or insolvent.
- A breach of these Terms includes any failure by the Buyer to maintain the Minimum Purchase Criteria.
- 8.3 In any other case BP may suspend or terminate an Account held by a:
- Business Buyer on 2 days' written notice to the Buyer; or
 - Consumer Buyer, on 14 days' written notice to the Buyer.
- 8.4 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, including recovering Products in accordance with clause 7.3.
- 8.5 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.
- 8.6 Upon termination, all Amounts Owing will become immediately due and payable to BP and, if the Buyer is a Business Buyer, interest will accrue in accordance with clause 5.3(a) on any Amounts Owing until the Amounts Owing are settled in full.
- 8.7 Termination will not affect any provisions of these Terms which expressly or by implication are intended to survive termination.

9. CONSUMER GUARANTEES ACT AND FAIR TRADING ACT

- 9.1 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 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 9.1; and
 - (c) they have received legal advice in relation to these Terms (or had the opportunity to seek such advice but decided not to).
- 9.2 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 Products in trade.

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

- 11.1 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 Products (other than by reason of BP's negligence).
- 11.2 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.

12. PERSONAL PROPERTY SECURITIES ACT

- 12.1 Each Business Buyer will do such acts and provide such information as in the opinion of the relevant BP entity (acting in its absolute discretion) may be necessary or desirable to enable the relevant BP entity to perfect under the PPSA the security interest (as defined in the PPSA) created in respect of the relevant products as a first-priority interest, or with such other priority as the relevant BP entity may agree to in writing.
- 12.2 The Business 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 Business Buyer and BP:
- (a) sections 114(1)(a), 133 and 134 of the PPSA will not apply;
 - (b) the Business 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 Business 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 Business 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 Business Buyer.
- 12.4 The Business 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 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.
- 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 26 of these Terms. Notice under clause 26 is given when the relevant BP entity confirms that it has received the relevant notice.
- 13.4 If there is more than one Buyer named in an Application, notice to one Buyer will be deemed to be notice to all Buyers.
- 13.5 All communications directed to BP should be made to Buyer Services, BP Oil New Zealand Limited, PO Box 99873, Newmarket, Auckland 1149.
- 13.6 The Buyer consents to BP sending all communications including invoices by electronic means.

14. ENTIRE AGREEMENT

- 14.1 These Terms will apply to the supply of all Products supplied to the Buyer by BP and/or the purchase of 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.
- 14.2 Other than any written supply agreement (as specified in clause 14.1):
- (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.

15. MISCELLANEOUS

- 15.1 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.
- 15.2 Where there is more than one Business Buyer, the liability of the Buyers is joint and several.
- 15.3 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.
- 15.4 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.

16. ASSIGNMENT AND CHANGES TO THESE TERMS

- 16.1 The Buyer's ability to purchase Products on credit terms is personal to the Buyer and may not be assigned.
- 16.2 If the Buyer is a Business Buyer, BP may:
- (a) assign the Buyer's Account, or any of BP's rights in connection with the Buyer's Account, to any third party; and
 - (b) unilaterally change any of these Terms by posting amended Terms on its website www.bp.co.nz, and/or notifying the Buyer of the updated Terms, from time to time.
- 16.3 If the Buyer is a Consumer Buyer, BP may unilaterally change any of these Terms by posting amended Terms on its website www.bp.co.nz, and/or notifying the Buyer of the updated Terms, from time to time: (a) at least 30 days prior to the changes taking effect; or (b) without notice if the changes do not cause detriment (financial or otherwise) to the Consumer Buyer or are required by applicable law.

17. SUPPLY OF BULK PRODUCTS

- 17.1 The terms and conditions set out in this clause 17 apply to Business Buyers who are supplied with Products by BP (via bulk delivery or otherwise) excluding the purchase of Products using Fuelcard.
- 17.2 Each BP entity warrants that the Products supplied by it will be of merchantable quality. No other warranty, expressed or implied, is given by any BP entity.
- 17.3 Each BP entity will be relieved of all liability in respect of any claims relating to the Products supplied by it if such claims are not made by the Buyer within 7 days of the delivery of those Products by the relevant BP entity to the Buyer. To the extent permitted by law, BP limits its liability to the replacement or the replacement cost of the relevant Products.
- 17.4 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 the relevant BP entity (the "Site") and provide not less than 3 Business Days prior notice of its delivery requirements. BP will use reasonable endeavours to deliver the Products ordered to the Site within 3 Business Days after receipt of the Buyer's order (excluding the day the order was received).
- 17.5 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.
- 17.6 The relevant BP entity 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 and quantity of the Products delivered.
- 17.7 The Buyer may submit to the relevant BP entity 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 the relevant BP entity, the relevant BP entity 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 the relevant BP entity 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.

18. COMPLIANCE

- 18.1 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 supplied by BP. BP may cease delivery if BP considers that there are concerns as to the degree of compliance with such legislation, guidelines or manuals.
- 18.2 The Buyer is responsible for obtaining all licences and consents necessary for the storage, dispensing or other dealings with the Products.
- 18.3 The Buyer will allow BP access to any site where Products supplied by BP are delivered, stored or dispensed upon reasonable notice so that BP can ensure compliance with these Terms.
- 18.4 The Buyer acknowledges it indemnifies BP, pursuant to clause 11, for any liability BP may suffer directly or indirectly as a result of the Buyer's storage, dispensing or dealing with the Products.

19. LIABILITY

- 19.1 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 (whether in contract, tort (including negligence) or otherwise arising under or in connection with these Terms, whether directly or indirectly, including out of the supply of Products or the performance or non-performance by BP of any obligation under these Terms.
- 19.2 If the Buyer is a Consumer Buyer, the Buyer must give the relevant BP entity written notice of any act or omission by or on behalf of the relevant BP entity, in relation to Products supplied by the relevant BP entity, which gives rise to a breach of these Terms by the relevant BP entity, within 48 hours of the relevant act or omission. BP will investigate the act or omission (including, if applicable, the quality of the Products purchased from BP) and may, at BP's sole discretion, replace the Products purchased from BP or credit the Buyer's Account with the cost of such Products.

20. PRIVACY

- 20.1 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.
- 20.2 In addition, the Buyer authorises BP to collect, store, use and disclose Personal Information for the purpose 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.
- 20.3 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.

21. 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.

22. GENERAL

22.1 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.

22.2 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.

22.3 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.

23. GENERAL USE OF YOUR BP FUELCARD

- 23.1 The terms and conditions set out in clauses 23 to 28 apply to Buyers who are issued with a Fuelcard.
- 23.2 The Fuelcard is issued by BP Oil New Zealand Limited (and references to "BP" in clauses 23 to 28 shall be a reference to this entity) 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)").
- 23.3 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.
- 23.4 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.
- 23.5 Every Fuelcard remains the sole property of BP at all times. BP may, at any time, require the return of any Fuelcard.
- 23.6 The Buyer agrees to comply with all guidelines and manuals issued by BP relating to the use of Fuelcard.
- 23.7 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.
- 23.8 The Fuelcard may be issued with a Credit Limit and/or other purchase limitation as set out in the Application. It is the Buyer's responsibility to ensure Authorised User(s) do not exceed the applicable 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.
- 23.9 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.
- 23.10 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.

24. REPORTS

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

25. PRODUCTS PURCHASED FROM PARTICIPATING RETAILERS

- 25.1 The purchase of Products on Fuelcard is between the Buyer and: (a) BP, in respect of Products purchased from BP; or (b) the participating retailer, in respect of Products that are not purchased from BP. The Buyer acknowledges that BP has no liability, to the extent permitted by law, directly or indirectly, in respect of the Products purchased by the Buyer from a participating retailer using Fuelcard.
- 25.2 In the event the Buyer purchases defective Products from a participating retailer, 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.
- 25.3 In the event the Buyer purchases defective Products from an unmanned facility, the Buyer must give BP written notice of such purchase within 48 hours of the purchase. BP will 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.

26. LOSS AND UNAUTHORISED USE OF FUELCARD

If any Fuelcard (including the PIN) is lost, stolen or misused, 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 (due to loss or theft or misuse) 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 (due to loss or theft or misuse) of a Fuelcard.

27. LIABILITY

Without limiting any other provision in these Terms (including clause 19.2), 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 Products purchased on Fuelcard, in accordance with clause 23 (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 systems which process the Fuelcard transaction;
- (f) 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 26;
- (g) any unauthorised use, misuse or fraud with a Fuelcard and/or PIN where BP has not received notification of cancellation in accordance with clause 28; 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).

28. CANCELLATION

- 28.1 The Buyer may cancel a Fuelcard where it is no longer required by requesting cancellation of that Fuelcard by BP, by phone, email or via Fuelcard Online.
- 28.2 The Buyer must destroy any cancelled Fuelcard. The Buyer will remain liable for all transactions recorded against a cancelled Fuelcard (except where the Fuelcard is cancelled pursuant to clause 26). For avoidance of doubt, the Fuelcard Account will remain active for all other Fuelcards issued to the Buyer (if any).
- 28.3 Upon termination of any Fuelcard Account, all Amounts Owing will become immediately due and payable to BP. Interest will accrue in accordance with clause 5.3 on any Amounts Owing by a Business Buyer to BP until all Amounts Owing have been paid in full.

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