




TERMINAL GATE PRICE (TGP) TERMS AND CONDITIONS

BP Oil New Zealand Limited (“BP”) has agreed to supply Products to the Buyer (as defined below) and the Buyer has agreed to receive, load, pay for and purchase the Products in accordance with these terms and conditions.

Seller	BP Oil New Zealand Limited Watercare House, 73 Remuera Road, NEWMARKET, 1050
Buyer	[Insert Buyer legal entity name and address]
Product(s) grade	[Choose from Diesel and/or 91 Petrol and/or 95 Petrol]
Quantity	[Insert quantity per grade in litres, e.g. Diesel 10,000L] nominal. Final quantity to be as per Bill of Lading issued by Terminal. Minimum of 5,000 litres for each type of Product
Measurement	Litres at ambient temperature
Tolerance	+/-5%
Collection	<p>Buyer must make own arrangements to collect and load Products into an approved and compliant road tanker transportation from the relevant Terminal.</p> <p>Terminal access is conditional upon meeting environmental, health, safety and security requirements set by the terminal operator.</p> <p>The Buyer and/or its employees, agents or contractors must comply with the relevant Terminals safety regulations and procedures as amended (copies of which are available upon request and also at the Terminal and on BP and the relevant Terminals website). The Buyer will be responsible for the safety and conduct of its employees and contractors at all times and will observe at all times a safe system of work which complies with relevant Acts, regulations or by-laws, ordinances, rule or orders.</p> <p>The Buyer is responsible for obtaining all licences and consents necessary for the receipt, loading and transport of the Products.</p>
Collection Terminal	[Insert terminal location and operator, e.g. NZOSL Mt Maunganui terminal]
Loading Date	[Input lifting date]
Price	[Input price in NZcpl for each Product grade] Price will be the relevant TGP as published on BP’s NZ website on the day of the Buyer request.
Payment Currency	NZD
Payment Date	24 hours after the relevant Products are supplied, unless otherwise agreed in writing.

	<p>BP may charge all amounts owing to the Buyer's BP account. Payment of all amounts owing on a BP account will be effected by direct debit to the Buyer's nominated bank account in accordance with the direct debit form. 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.</p> <p>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:</p> <ul style="list-style-type: none"> a) 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; and b) 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.
Tax	<p>The TGP is inclusive of Goods and Services Tax (GST), Emissions Trading Scheme Carbon Cost (ETS), Local Authorities Fuel Tax (LAFT), Petroleum or Engine Fuel Monitoring Levy (PEFML), National Land Transport Fund, ACC Levy and Regional Fuels Tax (RFT) where relevant. RFT will apply when relevant unless the Buyer provides BP with a valid notice of exemption.</p>
Security	<p>Credit or as otherwise agreed in writing.</p>
Title & Risk	<p>Passes to Buyer when the Product passes the permanent hose connection on a loading gantry at the terminal into the Buyer's vehicle.</p>
Insurance	<p>Buyer must maintain a general public liability insurance policy of not less than \$20 million in respect of any one event or claim arising out of or in any way related to any of the Products purchased under these TGP terms and conditions.</p> <p>A copy of a certificate of currency evidencing such insurance policy must be provided to BP upon request.</p>
Set Off	<p>Buyer must not deduct, withhold or set off any sum from any amounts owing to BP.</p>
Vehicles and Operators	<p>The vehicles and operators of vehicles used by the Buyer for the purposes of loading Products from the relevant Terminal must comply with:</p> <ul style="list-style-type: none"> (a) all applicable statutes, regulations and bylaws; and (b) BP's and/or relevant Terminal operator's operating procedures, practices and safety requirements <p>BP or a Terminal operator may refuse access to a Terminal or to supply Products to any vehicle at a Terminal if the vehicle does not comply with any of the above matters or BP or the Terminal operator (as the case may be) otherwise considers that it would be unsafe to do so.</p>

Liability and Indemnity	<p>To the extent permitted by law, BP will not be liable to the Buyer for any loss, damage or cost (whether in contract, tort (including negligence) or otherwise arising under or in connection with these terms and conditions, 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 and conditions and in respect of any liability which cannot be so excluded, bp limits its liability to the replacement or the replacement cost of the relevant Products.</p> <p>To the fullest extent permitted by law, all express and implied warranties, guarantees and conditions in relation to the Products supplied by BP under these terms and conditions, statutory or otherwise, are hereby expressly excluded.</p> <p>In no circumstances shall BP be liable for any loss of profits or consequential loss arising from the supply of the Products or failure by BP to otherwise perform any obligation or observe any term or arising from the negligence of BP or its personnel.</p> <p>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 an Indemnified Person arising out of or in connection with these TGP terms and conditions.</p>
Law	New Zealand
T&Cs	<p>BP GT&C 2015 v1.2 (also available at BP Oil International Limited General terms & conditions for sales and purchases of Crude Oil and Petroleum Products 2015.pdf)</p> <div style="text-align: center;">  <p>bp-oil-gtc-2015-versi on-1.2.pdf</p> </div> <p>The TGP Terms and Conditions set out above will take precedence in the case of any inconsistency.</p>

Please confirm your understanding and acceptance of the above terms by signing the below.

SIGNED for and on behalf of **[Insert**)
Buyer's full legal name] :)
) Director/Authorised Representative

.....
Witness

.....
Name of Director/Authorised Representative

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Name of Witness (print)