

Fuel Card Services - Terms & Conditions

1. During the term of the master lease and fleet services agreement between the Customer and ORIX:
 - a. the Customer's designated fleet contact may periodically request ORIX to issue fuel cards in respect of a Nominated Vehicle or driver; and
 - b. if the request is approved, ORIX will issue and administer the use of such fuel cards.
2. The Customer will comply with, these Fuel Card Services - Terms & Conditions, the terms of its master agreement with ORIX and the third party terms and conditions attaching to the applicable fuel card. The terms and conditions of our preferred supplier, Z can be found by [clicking here](#).
3. The Customer will be responsible for ensuring that the fuel card is only used in connection with the Nominated Vehicle or driver (as applicable).
4. All fuel (and other) costs incurred on a fuel card will be invoiced to the Customer, in addition to an ORIX monthly service fee that will be payable by the Customer for each fuel card issued (unless otherwise agreed in writing). The ORIX monthly service fee will continue to accrue until the Customer notifies ORIX in writing that it wishes to cancel a particular fuel card.
5. The Customer acknowledges and confirms that it will be liable for all transactions made using the fuel card (whether authorised or not, and whether performed by the Customer or not).
6. The Customer will pay to ORIX by the due date specified on each invoice all amounts due in respect of the use of the fuel card including (but not limited to) all amounts relating to fuel, card fees, transaction fees, replacement card fees, courier costs and the ORIX monthly service fee. In addition, the Customer will pay any costs incurred by ORIX associated with the recovery of unpaid charges, including full solicitor/client costs.
7. The Customer will indemnify ORIX against any claims made by the fuel supplier pursuant to the third-party terms and conditions attaching to the use of the fuel card.
8. The fuel supplier or fuel card provider may negotiate usage-based fuel discounts/rebates either with ORIX or directly with the Customer. If negotiated by the Customer directly with the fuel supplier or fuel card provider, any negotiated fuel discounts/rebates will be applied in accordance with that agreement. In all other cases ORIX will notify the Customer from time to time of any fuel discounts/rebates applicable

and the Customer acknowledges that fuel discounts/rebates are subject to change from time to time.

9. The Customer acknowledges and agrees the fuel rebates/discounts are sensitive and confidential information and must not be disclosed or used by the Customer in any way.
10. ORIX and/or the third party fuel card provider may cancel or suspend the Customer's use of the fuel card at any time without notice if ORIX and/or the third party fuel provider considers that the Customer has breached, or is likely to breach, any of the terms and conditions listed in clause 2.
11. The Customer authorises ORIX to collect and use personal information relating to the Customer and/or any nominated driver(s) in accordance with ORIX's privacy policy available at [ORIX.co.nz/privacy-policy](https://orix.co.nz/privacy-policy).