

General Terms of Business

The granting of a credit account with the company is conditional on the Applicant accepting the following general terms of business.

1. PAYMENT TERMS

Oil2U Ltd's ("the supplier") payment terms are 14 days net from date of invoice. Direct debits will be processed weekly.

Accounts that remain payable outside of the agreed payment terms, will have their credit withdrawn immediately. The account will be placed on stop supply until the arrears are paid in full for all overdue invoices. At the Supplier's discretion, payment may be required for all other invoices on the account even if the invoices are within the agreed payment terms.

Interest on overdue invoices shall accrue from the date when payment becomes due until the date of payment, at a compound interest rate equivalent to the advertised BNZ Bank Business Base Rate. Interest to be compounded at monthly intervals.

For customers who may be eligible for rebates or credits, Accounts that are outside of the agreed payment terms at the time of issuance, will forfeit any eligible customer rebates or credits due, in order to cover administrative costs of managing your account.

If the Applicant defaults in payment of any account outside of the agreed payment terms, all expenses incurred by Oil2U Ltd in recovering the monies due, inclusive of Solicitors charges, all Debt Collectors fees and Disbursements, any costs in relation to Security documents, and any Fees on dishonour, shall be in debt due and owing by the Applicant, payment of which is hereby and herein guaranteed under any and all circumstances.

2. OWNERSHIP OF GOODS

Until payment of the invoice price to Supplier the title of goods or services supplied shall NOT pass to the Applicant and upon non-payment within the trade terms, the Supplier shall have the right, and is hereby authorized by the Applicant, to enter into and upon any premises or vehicle, where the goods may be stored or in use from time to time, with or without others, and to retake possession of and remove the same, and the Applicant hereby indemnifies the Supplier against any claim, action or damages arising out of any such action, and against the cost of the same.

Note: Risk shall pass to the Applicant on delivery of the goods or materials notwithstanding that the goods shall remain the property of the Supplier until those goods are paid for. The Applicant becomes liable for all loss or damage suffered by the goods once the goods are in their possession.

3. ZERO CONTACT DELIVERIES

Zero contact deliveries, pickups and returns: The Customer hereby authorises Oil2U Limited to sign for deliveries, pickups and/or returns on behalf of the Customer. The Customer agrees and acknowledges that such record will be deemed proof of and acceptance of deliveries, pickups and/or returns of the Goods by the Customer.

4. TANKS

- The tanks remain the property of Oil2U Ltd at all times.
- The tanks are provided on the basis that the Applicant continues to take regular deliveries of oil.
- The Applicant agrees to keep the tanks in good condition and agrees to pay for any repairs required to the tank beyond reasonable wear and tear.
- The Applicant agrees to cover the tank under their general insurance policy and ensure that the tanks are kept in a secure location.
- The Applicant's signature acknowledging receipt of the tanks also acknowledges acceptance of these terms and conditions.

5. ISCC DECLARATION

- By signing this Credit Application, the Applicant expressly agrees that the ISCC Self-Declaration published on the Oil2U's website at www.oil2u.com.nz/iscc applies and forms a valid and binding part of this Agreement.
- The ISCC Self-Declaration shall apply on an ongoing basis and shall be deemed confirmed for each subsequent calendar year unless the Applicant provides written notice of objection to iscc@oil2u.com.nz no later than twelve (12) days prior to the end of the relevant calendar year.

6. DECLARATION

I, being a duly authorized officer of the Applicant, confirm that:

- The above details are correct in every detail.
- I have read and understood the Oil2U Ltd General Terms of Business.
- I fully understand that payment is due as per terms on the invoice.
- I agree that the account will be contained within the credit limit that may be granted upon receipt of this application.
- I agree to be bound by the General Terms of Business maintained herein irrespective of any terms and conditions within our purchase order or any other document.
- I consent to Oil2U Ltd conducting a search with a credit reference agency and contacting the credit references shown above for the purposes of obtaining a credit account with the company. We also acknowledge that Oil2U Ltd may, at any time and at its discretion, decline to offer credit solely on the basis of the information received from such sources.

I agree that the terms and conditions applying to any credit account opened in the name of the Applicant and the construction and interpretation of it shall be governed by the laws of New Zealand. Regardless of any application to the contrary, the operations of the Supplier are governed by the Laws of New Zealand, and any action instituted by the Supplier against the Customer, and / or any action instituted by the Customer against the Supplier, will take place under laws of New Zealand, and in the Courts, (regardless of the amount) which are located in the City of Auckland, New Zealand.

I have read, understood and agree to the Oil2U General terms and conditions of business as described here and those shown on www.oil2u.com.nz.

Signature of Authorised Person: _____

Signature of Witness: _____

Name and Position of Authorised Person: _____

Name of Witness: _____

Date: _____

Date: _____

