

TERMS AND CONDITIONS

GENERAL

1. What is the purpose of this contract?

- 1.1 This contract sets out the terms and conditions that apply when you (“you” and “your”) establish an account with, and purchase **products** from **Waitomo Waitomo Mini Tankers Limited** (“we”, “us” and “our”).

2. What information about you can we collect?

- 2.1 You agree that we may obtain information about you to assess your credit worthiness, enforce any rights under this contract and market any of our **products** to any other entity.
- 2.2 You agree that we may give that information to any person for the above purposes. You may request access to any information that we hold about you and ask us to correct any mistakes in it.

3. What are the products we are supplying?

- 3.1 In these terms and conditions “**products**” includes, without limitation, the following:
- the supply of petroleum products including bulk fuel supply, on-site fuel supply, fuel storage solutions (including tanks); and
 - all testing and analysis services; and
 - all products and services identified in any order form, supply request, email, quotation or in any invoice issued by us to you, which documents are deemed to be incorporated into and form part of our contract with you.

4. What is the price of the products?

- 4.1 The price of the **products** is as agreed between you and us in writing.
- 4.2 If no price is agreed to in writing, the **products** will be treated as supplied at the current price that we generally supply those **products** at the time we enter the contract with you.
- 4.3 A specific freight charge may apply in addition to the price. The price excludes GST or any other applicable taxes.

5. What and when must you pay us?

- 5.1 You agree to pay us:
- as per your agreed credit terms. For statements issued weekly, in full on or before the Thursday following the date of your invoice. For statements issued monthly, in full based on the payment date included in your invoice (“the due date”);
 - interest on any amount you owe after the due date at the rate of 2.5% per month or part month; and
 - costs, including debt collection and legal costs on a solicitor client basis, which we may incur as a consequence of having to enforce any of our rights contained in this contract.

6. When does delivery occur?

- 6.1 We are responsible for the products only until they are delivered to you.

7. What security rights do we have?

- 7.1 Until you have paid us in full for all **products** supplied, we retain ownership of the products we have supplied.
- 7.2 Until you have paid us in full for all **products** supplied, it is agreed that, pursuant to the Personal Property Securities Act 1999 (“the Act”): (i) we have a security interest in all **products** supplied by us to you; and (ii) this contract which has been agreed to by you, together with any invoice describing the **products** supplied, constitutes a security agreement pursuant to the Act.
- 7.3 If you default (as defined in the Act) or if we consider a default is likely to occur or the products are “at risk” (as defined in the Act), you give us an irrevocable authority and licence to enter at any reasonable time, premises occupied by you or on which **products** we have supplied are situated and remove and repossess those **products** (“the repossession”), without the requirement for any further notice.
- 7.4 We are not liable for any costs, damages, expenses or losses incurred by you or any third party nor liable in contract or in tort as a result of the repossession and you agree to indemnify us for any costs, damages, expenses or losses incurred as a consequence of the repossession.
- 7.5 It is also agreed that we are not obliged to comply with our obligations under sections 107 (2) (a) to (e) and 107 (g) to (i) of the Act and that you will not register a financing change statement without our prior written consent.
- 7.6 Further you agree to waive your entitlement to receive any verification statement or the notice of sale referred to in section 114 (1) (a) of the Act and that nothing in sections 133 and 134 shall apply.
- 7.7 Following the repossession, we are entitled to sell the repossessed **products** or retain the repossessed **products** and give credit for such reasonable amount as we shall determine.

8. What is the limitation on our liability?

- 8.1 The Consumer Guarantees Act 1993, the Contract and Commercial Law Act 2017 and other statutes and regulations may imply warranties or conditions or impose obligations upon us which cannot by law be excluded or contracted out of (“the statutory restrictions”).
- 8.2 Subject to the statutory restrictions, it is agreed by you that we are not liable to you for any loss or damage of any kind whatsoever, arising from the supply of products by us to you, including consequential loss, whether suffered or incurred

by you or another person or entity and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from **products** provided by us to you.

8.3 You agree that you are in trade, and the account is established for trade purposes and accordingly the provisions of the Consumer Guarantees Act 1993 and any other right, duty, or liability arising under a contract of sale by implication of law, do not apply to the supply of products to you.

9. What rights do we have to cancel this contract?

9.1 We have the right by notice to suspend or cancel any part of any contract for the supply of **products** to you if you fail to pay any money owing after the due date or breach any condition contained in this contract.