

RD PETROLEUM NEW CUSTOMER – CREDIT APPLICATION



This application is for the purchase of all products and services provided by RD Petroleum and/or its authorized agents.

- Step 1:** Fill in all details in Section 1A, Section 1B & Section 1C and sign Section 2A.
- Step 2:** Complete the attached Direct Debit Form. For Internet payments, see Bank details on Invoice.
- Step 3:** Applicants to sign the Terms and Conditions of Trade and return with application form.
- Step 4:** Sign and post the completed forms to **RD Petroleum, PO Box 1487, Christchurch 8140.**

If you have any questions, please contact RD Petroleum on 0800 44 00 14.

SECTION 1A – ACCOUNT DETAILS		INDIVIDUAL CUSTOMERS & PARTNERSHIPS	
Applicant's Full Name (1)		DOB	
Applicant's Full Name (2)		DOB	
Trading as <i>(if applicable)</i>		Type of Entity <i>(please circle)</i> : Individual / Partnership	
Postal Address			
Suburb		Town / City and Postcode	
Phone		Cell Phone	
Fax		Email	
Details – Accountant: Full Name			
Business Name		Phone	
Business Postal Address			
Details – Solicitor: Full Name			
Business Name		Phone	
Business Postal Address			
Details – Independent Contact Person: <i>(not living at same address as any of the above)</i>			
Full Name		Phone	
Postal Address			
SECTION 1B – DELIVERY ADDRESS/ES FOR FUEL OR GOODS		Auto Delivery Yes/No	
Address 1		Area	
Address 2		Area	
Special Delivery Instructions:			
Estimated Volume Usage per month <i>(specify for each fuel type)</i> :			
Tank 1	Size/Type	Fuel Type	
Tank 2	Size/Type	Fuel Type	
SECTION 1C – REFERRAL SOURCE		How did you hear about us? <i>(please circle)</i>	
Word of mouth / RD Petroleum website / Sales Rep / Newspaper Advertising / Printed Flier / Radio			
Other <i>(please specify)</i> :			
SECTION 2A – DECLARATION and SIGNATORY DETAILS			
<ol style="list-style-type: none"> 1. I / We confirm that the foregoing statements are true and complete. 2. I / We understand that RD Petroleum reserves the right to decline any application. 3. I / We have read and understood the Terms and Conditions of this account application and agree to be bound by them. 4. I / We understand that you, RD Petroleum, are asking me for personal information about me so as to use Veda Advantage's credit reporting service to credit check me. I understand that: <ul style="list-style-type: none"> • Veda Advantage will give you information about me for that purpose. • You will give my personal information to Veda Advantage, and that Veda Advantage will hold that information on their systems and use it to provide their credit reporting service. • When other Veda Advantage customers use the Veda Advantage credit reporting service, Veda Advantage may give the information to those customers. • You may use Veda Advantage's credit reporting services in the future for purposes related to the provision of credit to me. This may include using Veda Advantage's monitoring services to receive updates if any of the information held about me changes. • If I default in my payment obligations to you, information about that default may be given to Veda Advantage, and Veda Advantage may give information about my default to other Veda Advantage customers. 			
Applicants Full Name (1)		Applicants Signature	
Applicants Full Name (2)		Applicants Signature	
Date			



RD PETROLEUM – TERMS AND CONDITIONS OF TRADE

RD Petroleum Products (“Goods”) are sold and supplied in New Zealand by RD Petroleum Industries Limited (“RD Petroleum”) to customers (“the Customer”) on the following terms of trade which cancels all previous terms and conditions.

Trading Issues

Any price list or marketing advice supplied to the Customer does not constitute an offer for sale, and RD Petroleum reserves the right to decline any order for Goods. All prices are subject to change without notice and at the sole discretion of RD Petroleum. In respect of Goods delivered after any price change, the price charged shall be the price applicable at the time of the delivery. RD Petroleum reserves the right to terminate any agreement to supply Goods.

Delivery

RD Petroleum shall not be liable in any way for any loss or damage (including consequential loss or damage) arising from delays beyond RD Petroleum’s control in relation to the delivery of Goods. Risk in the Goods shall pass to the Customer when Goods are delivered to the Customer, any agent of the Customer, or are in the control of the Customer or when the Customer has title to Goods.

Ownership and Security Interest

Ownership in the Goods shall not pass upon delivery, but shall remain with RD Petroleum until full payment for all monies owing by the Customer to RD Petroleum has been made. Until all monies owing by the Customer to RD Petroleum have been paid:

- (a) The Customer holds the Goods supplied as fiduciary for RD Petroleum and will deal with them as agent for and on behalf of RD Petroleum (but will not hold themselves out as agent of RD Petroleum to any third parties);
- (b) The Customer shall store the Goods separately consistent with the Goods being RD Petroleum’s property, and ensure such Goods are able to be separately identified;
- (c) If the Customer resells the Goods supplied, the proceeds of any resale will belong to RD Petroleum, and the Customer will pay the same into a separate account for which separate records are kept, and all claims which the Customer holds against third parties will be handed over to RD Petroleum;
- (d) The Customer irrevocably gives RD Petroleum and its agents the right to enter the Customer’s premises or upon any third party’s premises where Goods are located, to remove any of the Goods supplied and resell them, and RD Petroleum shall not be responsible nor liable in any manner whatsoever from any damage caused or any loss that results from such action;
- (e) If any of the Goods become part of a product or mass (through, or by whatever process) such that the identity of those Goods is lost in the product or mass, the security interest created by this clause continues in the product or mass in accordance with the Personal Property Securities Act 1999 (PPSA).
- (f) If any of the Goods are installed in, or affixed to, and become an accession to, other goods, the security interest continues in the accession in accordance with the PPSA.

Personal Property Securities Act 1999 (PPSA)

Security:

The Customer acknowledges and agrees that:

- (a) By assenting to these Terms, the Customer grants a security interest (by virtue of the retention of title clause in the “Ownership and Security Interest” clause of these Terms) to RD Petroleum in all Goods previously supplied by RD Petroleum to the Customer (if any) and all after acquired Goods supplied by RD Petroleum to the Customer (or for the Customer’s account); and
- (b) These Terms shall apply notwithstanding anything, express or implied, to the contrary contained in the Customer’s purchase order.

Financing Statement:

The Customer undertakes to:

- (a) Sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which RD Petroleum may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register;
- (b) Not register a financing change statement or a change demand in respect of the Goods (as those terms are defined in the PPSA) without RD Petroleum’s prior written consent; and
- (c) Give RD Petroleum not less than 14 days prior written notice of any proposed change in the Customer’s name and/or any other change in the Customer’s details (including, but not limited to, changes in the Customer’s address, facsimile number, trading name or business practice).

Waiver and Contracting Out:

- (a) Unless otherwise agreed to in writing by RD Petroleum, the Customer waives their right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest.
- (b) To the maximum extent permitted by law, the Customer waives their rights and, with RD Petroleum’s agreement, contract out of their rights under the sections referred to in sections 107(2)(c) to (e) and (g) to (i) of the PPSA.
- (c) The Customer agrees that nothing in sections 114(a), 133 and 134 of the PPSA shall apply to these Terms and, with RD Petroleum’s agreement, contract out of such sections.
- (d) The Customer and RD Petroleum agree that section 109(1) of the PPSA is contracted out of in respect of particular Goods if and only for so long as RD Petroleum is not the secured party with priority over all other secured parties in respect of those Goods.

Agreement To Mortgage

Whether or not any collateral security is given by the Customer and/or the Guarantor to RD Petroleum (“the Creditor”), the Customer and Guarantor acknowledge and agree that the Creditor shall be entitled at any time to call upon the Customer and/or Guarantor to execute a registrable mortgage or charge, or further mortgage or charge as the case may be, over any interest in land (including the Property) or other property whether real or personal as

may be required by the Creditor for the better securing of moneys outstanding. Such mortgage or charge shall be prepared and registered by the Creditor at the cost of the Customer and/or Guarantor and shall contain such terms and conditions and have such priority as may reasonably be required by the Creditor AND the Customer and the Guarantor hereby irrevocably appoint the Creditor (including the person or persons for the time being entitled to give receipt or discharge for the moneys hereby secured) the true and lawful attorney or attorneys of the Customer and/or Guarantor for the purpose of executing and registering a mortgage or a charge as aforesaid. Without limiting this clause, “charge” shall include any security registered under the Personal Property Securities Act 1999.

Limitation of Liability

If the Customer acquires Goods for the purpose of business, the Customer agrees and acknowledges that it is not a “consumer” as defined by the Consumers Guarantees Act 1993 (“the Consumer Act”) and Goods supplied to it are for the purpose of the business. The Customer further agrees that the guarantees and rights available to it under the Consumer Act, including the right to consequential losses, are expressly excluded pursuant to section 43(2) of the Consumer Act.

The warranties and any liability implied by section 16 of the Sale of Goods Act 1908 are expressly excluded by RD Petroleum pursuant to section 56 of that Act.

Where relevant and where any inconsistency exists between the provisions of these conditions and the provisions of the Consumer Act, the provisions of the Consumer Act shall apply.

RD Petroleum is prepared to give consideration to any reasonable complaint as to either manufacture or workmanship. If, in its sole opinion, RD Petroleum concludes that the complaint is justified, it shall endeavour to obtain redress/compensation from the manufacturer.

The Customer shall ensure that its terms of sale requires purchasers of Goods to comply with and be bound by the applicable causes of these terms, and the Customer indemnifies RD Petroleum for any losses incurred as a result of its omission to do so.

Payment

The Customer shall pay RD Petroleum in full and without deduction or setoff for the Goods by the 20th of the month following the date of invoice. Time is of the essence. RD Petroleum reserves the right to charge interest on overdue accounts at the rate of 2.5% per month on the outstanding balance from the date the payment was due until payment is received. The right to charge interest is without prejudice to RD Petroleum’s other rights in respect of non-payment or late payment.

RD Petroleum further reserves the right to recover from the Customer all costs and/or expenses incurred in repossessing Goods or instructing a solicitor or debt collection agency to recover any amount overdue for payment, and such costs and expenses shall bear interest as provided for above.

Collection of Information

The Customer, noting the requirements under the Privacy Act 1993, acknowledges, authorises and directs that RD Petroleum can seek and obtain from and supply any information concerning the credit or business standing of the Customer to any other trader, merchant, firm, organisation, company or other agency or source whatsoever including any credit agency or association, and directs any such person / entity to supply and receive and record such information to and from RD Petroleum.

General Terms

In the case of any conflict between these terms or any other document provided by RD Petroleum, these conditions shall prevail. These terms shall not be modified or varied unless expressed in writing and agreed to by RD Petroleum and the Customer.

Where RD Petroleum fails to enforce any terms or fails in any way to exercise its rights under these terms, RD Petroleum shall not be deemed to have waived those rights with respect to any breach or subsequent breach of any term/s.

If any of these terms are held to be invalid or unenforceable for whatever reason, the remaining terms shall remain in full force and effect.

The Customer, by making an order for Goods pursuant to the attached price list or by any other medium, does so on the basis that the Customer has read, understood and agrees to be bound by these terms. Should the Customer have any queries regarding these terms, it should seek independent legal advice.

Acceptance of these Terms and Conditions (by signature hereof):

a) APPLICANT 1:

b) APPLICANT 2: