These Terms and Conditions apply to all Products supplied to you by Z unless you enter into a formal written supply agreement with us. If you enter into a formal written supply agreement for Products with Z, the contractual relations between Z and you will be governed by the terms of that agreement.

1. **Interpretation**

In these Terms and Conditions:

- The words "we", "our" and "us" means Z Energy Limited and the words "you" and "your" means the Account Owner
- Account means your account with Z for the purchase of Products
- Account Owner means the company or person(s) at whose request we agree to open an Account

**GST** means goods and services tax chargeable pursuant to the GST Act.

**GST Act** means the Goods and Services Tax Act 1985 as amended or replaced.

**HSNO Act** means the Hazardous Substances and New Organisms Act 1996 as amended or replaced.

**Insolvency Event** means an event or series of events that may result in the insolvency of Z Energy Limited.

**Payment Date** means, as determined by Z in its sole discretion, the date of delivery of Products to you, or a specified date following delivery as set out in any credit terms we agree with you in writing, or if we specifically agree that Products are to be delivered on consignment, the payment date will be determined by reference to the date you uplift the consigned Products.

**PPSA** means the Personal Property Securities Act 1999 as amended from time to time.

**Premises** means the premises, properties or buildings to which the Products are to be delivered (as specified by you in an order).

**Products** means the products, including but not limited to fuel Products.

**Terms and Conditions** means these Z Energy Products Account Terms and Conditions.

**Z Energy Products Account Terms and Conditions**

2. **Deliveries**

(a) We may make, or arrange to be made, deliveries of Products to you by such means of delivery and in such tanks or other containers as we may, in our sole discretion, decide.

(b) We will use reasonable endeavours to deliver Products to you as you order them and in accordance with our delivery schedule, provided that you give us adequate notice of your specific Product requirements (including the quantity or volume of each Product required, the location to which the Products are to be delivered and the date by which you require delivery), take delivery in accordance with our delivery schedule and comply with our ordering and delivery policies and requirements (as amended from time to time). We will give you notice where reasonably practicable if any of the Products are not available for delivery to you at any time and may offer suitable alternatives.

(c) Except where we are in breach of clause 2(b), we will not be responsible or liable to you in any way for delays or defaults in delivery or any part thereof.

(d) You are liable for, and responsible for payment of, any forged or fraudulent orders issued by, or that purport to be issued by, you, except to the extent that the forged or fraudulent orders are proven to have been made by a Z representative.

3. **Risk and Title**

(a) Risk in Products supplied to you by us will pass to you when we have delivered the Products to you at your Premises.

(b) Title in Products supplied to you by us will pass to you when you have paid for the Products in full.

(c) In the case of consigned Products, risk in the Products will pass to you when you uplift the Products, and title will pass to you when you have paid for the Products in full.

(d) If you have not paid us in full on a Payment Date, and despite a written warning from us, you must allow us or any agents appointed by us access to any Premises or premises you may occupy without notice to search for, view, inspect and remove any of the Products we have supplied and which you have not paid for in full. You grant us an irrevocable right to enter onto the Premises to enforce our rights under this condition.

4. **Prices**

(a) The prices for the Products are those as advised by us from time to time, unless otherwise agreed between us and you in writing.

(b) We may, in our absolute discretion, increase or decrease the prices from time to time. In addition to the normal mechanisms for accessing the prices, you may request the current price information at the time you place your order. Without limiting the foregoing, we may do so to provide for an increase or decrease in taxes, charges, imports or duties of whatsoever nature levied by or in compliance by us with any legislation, requirement, request or recommendation of, any government or body, authority or tribunal constituted by or under the laws of New Zealand in respect of or in relation to the importation, refining, manufacture, transportation, storage, distribution, purchase or sale of the Products.

(c) You must pay the price of the Products plus any applicable GST. We will issue invoices which comply with the GST Act for all Products which are delivered by us under these Terms and Conditions.

5. **Payment**

(a) You will pay us in full the amount specified in each invoice on or before the Payment Date by direct debit, or such other payment method approved by us in writing.

(b) If you pay other than by direct debit, we will not be deemed to have received payment in full until the funds have been honoured or cleared to the credit of our bank account.

(c) We may alter or revoke any credit or payment terms agreed with you on the occurrence of an Insolvency Event, or if we reasonably consider that your creditworthiness is impaired.

(d) If you are purchasing Products from us on credit terms and you do not pay us in full for all amounts due on a Payment Date:

(i) every amount then owed by you to us, whether due for payment or not, will become immediately payable;

(ii) we may require you to pay cash on delivery for all future deliveries until further notice; and

(iii) you agree that you will be liable to us for any internal or external expenses, costs or disbursements (including legal fees and collection commissions) we incur in recovering amounts you owe us.
If the direct debit we initiate on your bank account is dishonoured:

(i) you must on invoice pay our current Dishonour Fee in addition to the balance outstanding on the Account. You must also on invoice pay our current Dishonour Fee for any and each subsequent dishonour; and

(ii) we may on re-present the direct debit initiate on your bank account.

Any disputed invoices must be paid by you in full, pending the resolution of such dispute.

If you have incurred any liability (liquidated or unliquidated) to us whether under these terms and conditions, any other agreement with us, or by operation of law, we may, without notice set off the amount of that liability against any sum which would otherwise be due to you under these terms and conditions.

6. Health, Safety, Security and the Environment

(a) You must at all times at your own cost, and promptly at our request, comply with all our reasonable requirements with regard to the safety and security of, and environmental standards at, the Premises and, to the extent applicable, of your business, and the health and safety of persons working on or present at the Premises. Without limiting the generality of the foregoing, you must carry out any alterations to your Premises that we may reasonably require to ensure that health, safety, security and environmental standards at your Premises and, to the extent applicable, of your business are of a standard satisfactory to us (acting reasonably), in order for us to supply you with the Products.

(b) If you collect Products, or arrange for a third party to collect Products on your behalf, you (or the third party) must comply at all times, at your own cost, with the safety and operational requirements which apply to the premises from which you collect Products (as notified to you from time to time). If you (or the third party) do not comply with those requirements you (or the third party) may be refused access to the premises without notice.

7. Measurement

(a) You must accept our measurements of the quantity of Products delivered but you may appoint a representative at the time and place of delivery to check weights and measurements and you may dispute the quantity in accordance with clause 8.

(b) You must accept, as complete evidence of delivery and liability to pay, our invoices and delivery receipts (or photocopies of them). Pending settlement of any dispute arising as to the quantity stated on any invoice or delivery receipt, you must pay on the basis of the invoiced quantity.

8. Defects and Shortages

(a) The Products will be our commercial grades as offered to customers generally in New Zealand. All warranties or conditions as to suitability for other purposes are specifically excluded. You are responsible for determining whether the Products meet your requirements, and where necessary, confirming with relevant manufacturers or suppliers of your equipment that the Products are suitable for use with such equipment.

(b) We need not consider any claim by you in relation to:

(i) the quality of any Products unless:

1. you give us written notice of any claim you propose to make, specifying fully the facts on which the claim is based, within three working days of the alleged defect coming to your attention;

2. you use your best endeavours to minimise loss and damage arising from the alleged defect; and

(ii) discrepancies in quantities of Products in the amount stated on any cash sale/invoice compared with the amount you received unless you notify us of the discrepancy within three working days of delivery. If you do not notify us, the amount stated to have been delivered shall be deemed correct.

3. you give us reasonable opportunity to take samples of, and inspect and test, the Products in respect of which the claim is made; or

9. Environmental Obligations

(a) You must take all reasonable and appropriate steps to minimise the risk of any loss of Products from equipment you use to store Products ("Storage Equipment") including regular inspections of the Storage Equipment.

(b) If you:

(a) become aware of any spillage or loss of any Product, or any suspected contamination on the Premises which may be related to any Product;

(b) detect or suspect the integrity of the Storage Equipment may be compromised; or

(c) become aware of any significant and unexplained variation between your records of Products stored in Storage Equipment and the actual amount of those Products delivered into the Storage Equipment, you must:

(a) immediately verbally notify Z by calling 0800 474 355, where a call relating to a spill or contamination can be made 24 hours a day, 7 days a week; and

(b) promptly notify us in writing giving full details of the relevant issue.

You must not deliver any product into the Storage Equipment until the integrity of the Storage Equipment has been confirmed and notified to us in writing.

(c) You acknowledge that you are obliged under the HSNO Act to keep records and inventories monitoring the Products and agree that you will comply with those obligations. On request you must also give us correct copies of all your records and inventories monitoring the Products held by you. Your obligation relating to records and inventories can be found at: www.ermanz.govt.nz

10. Extent of Liability

(a) Our liability to you arising out of or in connection with these Terms and Conditions shall not in any case exceed the purchase price of the Products in respect of which such liability arises and this limitation shall apply to any liability however such liability may arise whether in contract or in tort, and including without limitation any liability arising out of our negligence or the negligence of our employees or agents.

(b) Notwithstanding clause 10(a), we shall be under no liability to you for loss of profits, anticipated profits or revenue or business interruption or any indirect or consequential loss arising out of or in connection with these Terms and Conditions, however caused.

(c) If you resell the Products to any third party you shall assume entire responsibility for, and shall indemnify us and hold us harmless against any and all losses, liabilities, claims, costs and expenses arising out of any such resale.

(d) For the avoidance of doubt (and without limiting the foregoing), we shall not be responsible for any damage whatsoever caused either to the Products supplied or as a result of the malfunction of such Products in the event that such Products are in any way adapted to use for which they are not specifically intended, or if such Products:

(i) have had added to, or have been added, to components (except where loss is caused to Z as a
direct result of Z’s breach of these Terms and Conditions; or (ii) have been placed in containers, by you or by any other person, which in either case are not recommended or approved by the manufacturer or supplier of such Products.

11. PPSA

(a) You grant us, and acknowledge that we may register, a Security Interest (as defined in section 17 of the PPSA) in all Products supplied by us under this Agreement and/or in any Storage Equipment provided by us (together referred to as the “Collateral”) as continuing security for the purpose of securing all money payable, and all of your obligations, to us at any time under these Terms and Conditions.

(b) You shall not attempt to sell, rent, dispose of, assign, grant or register a security interest in the Collateral otherwise than in the ordinary course of carrying out your business without our prior written consent.

(c) Pursuant to section 148 of the PPSA, you waive the right to be given a copy of any verification statement in respect of registration of any financing statement or financing change statement relating to any Security Interest (including, where applicable, a PMSI) which relates to or arises from this Agreement (including, where this Agreement gives rise to any prior security interest as defined in section 193 of the PPSA, any registration pursuant to Part 12 of the PPSA).

(d) If you request us to discharge or amend any financing statement which we have registered under the PPSA in respect of the Collateral, pursuant to section 162 of the PPSA, you must on request pay such fee as we may from time to time determine in respect of processing such request.

(e) You agree that, if and when requested by us, you will at your own cost do all such things as are reasonably necessary to enable us to obtain and maintain, in respect of all the Collateral, a Security Interest (including, where applicable, a PMSI) in respect of this Agreement that is at all times perfected under the PPSA with the priority required by us, including but not limited to:

(i) the provision of such information as we may require in order to register (including, where appropriate, a PPSA, if applicable) or renew registration under the PPSA of any Security Interest (including, where applicable, a PMSI) relating to or arising from these Terms and Conditions; and

(ii) the execution of such further documentation as we may reasonably require for that purpose.

(f) In the event of any inconsistency between these Terms and Conditions and the PPSA, then to the extent permitted by the PPSA, the relevant provisions of these Terms and Conditions shall prevail.

(g) You agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to these Terms and Conditions.

(h) You waive your rights as borrower to:

(i) receive a statement of account under section 116 of the PPSA;

(ii) receive notice of any proposal by us to retain collateral under section 120(2) of the PPSA;

(iii) object to any proposal by us to retain any Collateral under section 121 of the PPSA;

12. Termination

(a) We may close your account at any time on giving you reasonable notice, or at any time without giving notice if you have not operated your account for a period of twelve (12) months, and upon closure of your account any and all amounts owing by you to us will become immediately due and payable.

(b) You may close your account at any time on giving us 10 days notice, and upon closure of your account any and all amounts owing by you to us will become immediately due and payable.

13. Change in Terms and Conditions

We reserve the right to vary, delete or supplement these Terms and Conditions by giving you 7 days written notice (which shall include publishing the changes on our website z.co.nz).

14. Change in Account Details

You must notify us of any change to your name, registered office or your principal place of business, or of any change in your directors (if you are a company) as soon as possible upon a change being effected.

15. Change of Bank Account

If there is any change to any bank account upon which a direct debit authority is held by us, you must notify us immediately by phoning 0800 474 355 or emailing orders@z.co.nz; and arrange for a new direct debit authority with us before your next payment due date if so required.

16. Notice to you

When we give notice to you under these Terms and Conditions, we will give notice by post or email to the most recent address/email address notified to us, or where clause 13 applies, we may also give notice by publishing changes on our website. Where we give notice by post, you will be deemed to have been notified on the date of postage. Where we give notice by email, you will be deemed to have been notified on the date the email is sent.

17. Notice to us

Where you give notice to us under these Terms and Conditions, you must give notice either by phoning 0800 474 355 or emailing orders@z.co.nz. The notice shall not be effective until we receive it.

18. Consumer Guarantees Act

If the acquisition of Products pursuant to these Terms and Conditions is for the purposes of a business, you acknowledge and agree that the provisions of the Consumer Guarantees Act 1993 do not apply.

19. Taxes & Duties

Unless precluded by legislation, we reserve the right to debit your Account with any government rates, taxes or charges which now are, or which in the future may be, imposed or charged upon your transactions which are available at www.z.co.nz, whether or not you are primarily liable for the impost or charge. Details of imposts and charges may be requested at the time you place your order.

20. Privacy Policy

(a) You acknowledge that, when we process your application to open an Account and in the course of our subsequent business relationship, we may collect “personal information” about you. “Personal information” is defined in the Privacy Act 1993 as “information about an identifiable individual”, i.e. information about a natural person as opposed to a company or other legal entity.

(b) We collect, store and use such information for purposes connected with our business, such as:

(i) providing you with products and/or services you have requested;

(ii) administering your account; and

(iii) carrying out any activity in connection with a legal, governmental or regulatory requirement on us, or in connection with legal proceedings, crime, or fraud prevention, detection or prosecution.

(c) We will not sell, trade or rent any personal information you provide to us to any third party, unless the third party is a party with whom we can share your personal information under these terms and our full Privacy Policy.

(d) We may from time to time offer related products and services to you in conjunction with a third party.
However, in developing and marketing such offers, your personal information will not be disclosed to the third party concerned. You may notify us at any time if you do not wish to receive information about related products and services.

(e) You acknowledge and agree that we may disclose personal information in accordance with our privacy policy, including to:
   (i) other business units within our group of companies;
   (ii) other providers of credit and credit reference and reporting agencies and debt collection agencies.
   (iii) those who provide to us or our group of companies products or services that support the products and services we provide, such as our retailers, dealers and suppliers;
   (iv) persons to whom we may be required to pass your information by reason of legal, governmental or regulatory authority including law enforcement agencies and emergency services;
   (v) in the case of a Cardholder’s personal information, the Account Owner of the Account to which the Z Card relates; and
   (vi) any person or organisation as authorised by the Privacy Act 1993.

(f) You have the right to request access to any personal information we hold about you and to request that it be corrected in accordance with the Privacy Act 1993. Our full Privacy Policy is available on our website, [z.co.nz](http://z.co.nz).

21. Complaints resolution

If you have a complaint regarding our financial services and you are not satisfied with the outcome of our investigation into your complaint, you may refer your complaint to Financial Dispute Resolution ([fdr.org.nz](http://fdr.org.nz)). Financial Dispute Resolution is an independent organisation and their services are available to Z’s customers free of charge.

22. Contacting us

Z Energy Limited
3 Queens Wharf
PO Box 2091
Wellington 6140
Phone: 0800 474 355
Fax: 0800 743 553
Email: orders@z.co.nz