

Account Application Form (Shell Card and/or Shell New Zealand Products Account)

Office Use Only	Case ID:	Rep	Cons	Avg Spend
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All fields marked with an asterisk (*) are **mandatory** – incomplete forms will be returned for completion

Should you require assistance completing this form please phone 0800 474 355 toll free.

Shell Card/Product Account – circle one/both

Account Details

Legal Company Name *	<input type="text"/>	Company Registration No*	<input type="text"/>
Trading Name (if different) *	<input type="text"/>	Years in Business	<input type="text"/>
Postal Address	<input type="text"/>	Post Code	<input type="text"/>
Street Address *	<input type="text"/>	Post Code	<input type="text"/>
Contact Name *	<input type="text"/>	Contact Landline Phone *	<input type="text" value="()"/>
E-Mail Address [√]	<input type="text"/>	Mobile Phone	<input type="text" value="()"/>
Type of Business	<input type="text"/>	Fax	<input type="text" value="()"/>
Association	<input type="text"/>		
Primary Vehicle Type*	<input type="checkbox"/> Cars/Vans <input type="checkbox"/> Trucks/Coaches		
Monthly Fuel expenditure*	\$ <input type="text"/>	Total Monthly Credit Limit*	\$ <input type="text"/>
<small>Please note: If requested credit limit is more than \$10,000 per month, a current Statement of Financial Position is required</small>			
Online Access	<input type="checkbox"/> (If you would like to be able to access your new Shell Card account via the Internet, tick this box. Account access details will be sent out once your account is set up.)	Username	<input type="text"/> (Existing Shell Card Online users only. If you want your new Shell Card account to be attached to your existing Shell Card username.)

[√]Required for online access.

Pick your account option *:

Smart Saver

Smart Saver email address required: _____

Smart Rewards

Smart Rewards will require Fly Buys number: _____

NB – Points only earned on Service Station transactions.

Classic

Pick your reporting option *:

Tick as appropriate: Reports required: Fleet Management Report Paper Tax Invoice Electronic Tax invoice

E-mail Invoice Address details:

Personal Guarantee

Must be completed by all Sole Traders, Partnerships, Limited Liability Companies and Trusts.

Company: All directors are required to sign this Personal Guarantee. If more than four directors, please photo the guarantee and obtain additional signatures and attach to application.

Sole Trader: The owner / operator to complete, sign, and date this Personal Guarantee.

Partnership: All partners required to complete, sign, and date this Personal Guarantee.

Trusts: The parties listed on the Trust Deed are required to complete, sign, and date this Personal Guarantee. Please provide a copy of the Trust Deed.

Incorporated Body: Please provide a copy of the Certificate of Incorporation and a list of committee members.

TO: **SHELL NEW ZEALAND LIMITED**

a duly incorporated company having its registered office at Wellington and carrying business throughout New Zealand as a wholesale merchant in the oil, chemicals and gas industries.

First Names *	<input type="text"/>	Surname *	<input type="text"/>
First Names *	<input type="text"/>	Surname *	<input type="text"/>
First Names *	<input type="text"/>	Surname *	<input type="text"/>
First Names *	<input type="text"/>	Surname *	<input type="text"/>

IN CONSIDERATION of you agreeing to supply product and/or other goods and services and/or to make advances to

Company/Trader Name *

(hereinafter referred to as "the principal debtor") I/We DO HEREBY JOINTLY AND SEVERALLY GUARANTEE to you the due and punctual payment of all monies and obligations now due to you and/or that become due to you by the principal debtor and I/we agree to be answerable and liable to you therefore AND the following provisions shall be applicable to this guarantee:

- THIS guarantee shall be a continuing guarantee.
- NO granting of credit extension of former credit or granting of time to the principal debtor and no waiver indulgence or neglect to sue on your part nor the release of any securities held by you nor the liquidation or bankruptcy of the principal debtor shall affect my/our liability to you hereunder and as between you and me/us I/we shall be deemed to be a principal debtor(s) and shall be liable to you accordingly.
- THIS guarantee shall continue in force notwithstanding that the principal debtor's account with you may from time to time be in credit.
- WITHIN seven (7) days of notice in writing being given to me/us of any default on the part of the principal debtor, I/we shall make payment to you of all sums in respect of which such default has been made.

I/We authorise any person or company to provide you with such information as you may require in response to your credit enquires.

Signed by the said (Guarantor): *	<input checked="" type="checkbox"/>	Dated on *	Day <input type="text"/>	Month <input type="text"/>	Year <input type="text"/>
Signed by the said (Guarantor): *	<input checked="" type="checkbox"/>	Dated on *	Day <input type="text"/>	Month <input type="text"/>	Year <input type="text"/>
Signed by the said (Guarantor): *	<input checked="" type="checkbox"/>	Dated on *	Day <input type="text"/>	Month <input type="text"/>	Year <input type="text"/>
Signed by the said (Guarantor): *	<input checked="" type="checkbox"/>	Dated on *	Day <input type="text"/>	Month <input type="text"/>	Year <input type="text"/>

Card Issue Details

Enter Card Details below (Please complete a separate box for each card)*:

Vehicle Registration (or Pool)	<input type="text"/>	Card Holder Name (or Any Driver)	<input type="text"/>
Vehicle Details (or Any Vehicle) Include make / body / colour	<input type="text"/>	Cost Centre (Optional)	<input type="text"/>
<p>1. PRODUCT RESTRICTIONS – Tick the products that this card can purchase:</p> <p> <input type="checkbox"/> V-POWER <input type="checkbox"/> ULTRA 91 <input type="checkbox"/> DIESEL <input type="checkbox"/> GAS <input type="checkbox"/> OIL <input type="checkbox"/> CAR WASH <input type="checkbox"/> VEHICLE SERVICING <input type="checkbox"/> SHOP <input type="checkbox"/> EQUIPMENT & VEHICLE HIRE </p>			
<p>2. MANAGEMENT CONTROLS:</p> <p> <input checked="" type="checkbox"/> COMPULSORY PIN ENTRY <input type="checkbox"/> SELECT OWN PIN – ENTER-4-DIGIT NUMBER <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="checkbox"/> PIN NOTIFICATION VIA MAIL <input type="checkbox"/> COMPULSORY ODOMETER ENTRY </p>			
<p>3. CARD PURCHASE LIMITS (Daily Limit Options: \$150, 250, 500, 1000 and \$2000 – Monthly Limit Options \$500, 1000, 5000, 15000 and \$30000)</p> <p>DAILY LIMIT \$ <input type="text"/> MONTHLY LIMIT \$ <input type="text"/></p>			

Details & Declaration

1. Circle one *: Limited Liability Company / Trust / Sole Trader / Partnership/Other

NOTE

- Company - All directors are required to complete, sign (X) and date this Declaration
Partnership - All partners are required to complete, sign (X) and date this Declaration
Sole Trader - The owner/operator is required to complete, sign (X) and date this Declaration
Trust - All parties listed on trust deeds are required to complete, sign (X) and date this Declaration
Other - Officers/ Trustees/ Authorised person to complete, sign (X) and date this Declaration

2. Enter details below *:

I/We the undersigned warrant the information provided in the application is true and correct.
I/We understand that Shell reserves the right to decline any application.
If applying to open a Shell New Zealand Ltd Account, I/We agree by signing this application that I/We have read the Shell New Zealand Ltd Account Conditions of Sale and agree to be bound by those conditions of sale.
If applying to open a Shell Card account, I/We agree by signing this application that I/We have read the Shell Card Terms and Conditions and agree to be bound by those terms and conditions.
If I/We do not make payments by the due date, I/We will be liable for all costs incurred by Shell in recovering and/or attempting to recover the amount owed.
I/We authorise any person or company to provide you with such information as you may require in response to your credit enquiries.
I/We authorise you to provide details of this application and any additional information acquired in the course of my business relationship with Shell to other business units within the Shell group of companies, and to providers of credit and/or to credit reference and reporting agencies, in accordance with the Privacy Policy set out in clause {22} of the Shell Card Terms and Conditions.
I am/We are duly authorised by the applicant to act as its agent(s).

All Directors/Trustees to Complete, Sign and Date this Declaration (if more than 4 directors, please photocopy the Details and Declaration and obtain additional signatures, attaching to the application)

Form fields for Director 1: Full Name, Residential Address, Phone, Date of Birth

Form fields for Director 1: Position, Signature (with X), Date

Form fields for Director 2: Full Name, Residential Address, Phone, Date of Birth

Form fields for Director 2: Position, Signature (with X), Date

Form fields for Director 3: Full Name, Residential Address, Phone, Date of Birth

Form fields for Director 3: Position, Signature (with X), Date

Form fields for Director 4: Full Name, Residential Address, Phone, Date of Birth

Form fields for Director 4: Position, Signature (with X), Date

Direct Debit Authority

All Applicants are required to enter this section.

Bank account from which payments to be made:

Account Name *

Account Number *

Bank Branch Account Suffix

Please attach an encoded deposit slip to ensure your account number is loaded correctly.

Authority to accept Direct Debits

Not to operate as an assignment agreement

To: The Bank Manager

Bank *

Bank Address *

Town/City *

Authorisation Code
0608418

Date *

I/We authorise you until further notice to debit my/our account with all amounts which
Shell New Zealand Limited
 (hereinafter referred to as the initiator)
 the registered initiator of the above Authorisation Code, may initiate by Direct Debit.
 I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

Information to appear on my/our Bank Statement:

Payer Particulars Payer Code (your reference) Payer Reference

S H E L L

I N V O I C E

Name of Bank Account *

Your Signature(s) *

X

For Bank Use Only:		Date Received:	Recorded By:	Checked By:
Approved 0841	Original Retained At Branch	Bank Stamp	<input type="text"/>	<input type="text"/>
01 96				

Conditions of this Authority to Accept Direct Debit

1. THE INITIATOR

- (a) Has agreed to give written advance notice of the net amount of each Direct Debit and the due date of debiting at least 2 business days before the date when the Direct Debit will be initiated. The advance notice will give the following message:
 "The amount \$..... will be direct debited to your bank account on [initiating date]."
- (b) May, upon the relationship which gave rise to this authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me / us.

- (b) In any event this authority is subject to any arrangement now or hereafter existing between me / us and the Bank in relation to my / our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my / our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lies between me / us and the initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements
 - any variations between notices given by the Initiator and the amounts of the Direct Debit

2. THE CUSTOMER MAY:

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

- (e) The Bank is not responsible for, or under any liability in respect of the initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me / us for any reason whatsoever. In any such situation the dispute lies between me / us and the initiator.

3. THE CUSTOMER ACKNOWLEDGES THAT:

- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my / our account in good faith notwithstanding my / our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.

4. THE BANK MAY:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me / us and given to or drawn on the bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me / us.
- (c) Charge it's current fee for this service in force from time-to-time.

Shell Card Terms And Conditions

1 Interpretation

The words "we", "our" and "us" means Shell and the words "you" and "your" means the Fleet Owner;
 "Card" or "Shell Card" means a card so named and issued by Shell which is to be used for the purposes described by these Terms and Conditions;
 "Cardholder" means the person presenting the Shell Card;
 "Fleet Owner" means the company or person(s) at whose request Shell agrees to open a Shell Card Account;
 "Management Controls" means compulsory PIN entry and/or compulsory odometer entry;
 "Month" a reference to a month is a calendar month;
 "Monthly Card Fee" means the monthly card fee charged for each Shell Card issued;
 "Monthly Product Purchase Limit" means a limit, imposed by the Fleet Owner, on the value of each category of Product which may be purchased per month using a Shell Card;
 "PIN" means Personal Identification Number;
 "Purchase Limits" means limits, imposed by Shell, on the value of the Products which may be purchased using a Shell Card on a per transaction, per day and per month basis;
 "Products" means goods and services within the class of authorised goods and services as identified on the Shell Card;
 "Shell" means Shell New Zealand Limited, its successors and assigns;
 "Shell Card Merchant" means any outlet where Shell has authorised use of the Shell Card;
 "Shell Card Terms and Conditions" means these Terms and Conditions and any notified amendment of, or addition to, these Terms and Conditions;
 "Transaction Fee" means the fee charged for each use of the Shell Card.

2 Acceptance of Conditions

These Terms and Conditions are a contract between you (the Fleet Owner) and Shell.

You acknowledge that:

- the Shell Card is issued to you;
- you authorise the Cardholder to act as agent for you; and
- you are responsible for ensuring that any person you authorise to use the Shell Card is aware of their obligations as your agent under these Terms and Conditions;
- the first use of the Shell Card confirms your acceptance of these Terms and Conditions.

3 Shell Card

- Each Shell Card will be identified with:
- A unique Card number
- Your name
- The relevant vehicle's registration number or "POOL VEHICLE"
- The relevant driver's name or "ANY DRIVER"
- The Products which may be purchased using the Card
- The Card expiry date

We will issue a PIN for each Card on request. The use of a PIN is mandatory at Shell truckstops and, where customers have requested compulsory PIN entry, all all sites processing transactions electronically.

Each Shell Card is subject to Purchase Limits (which Shell may vary from time to time). You may:

- reduce the Purchase Limits; and/or
- impose a Monthly Product Purchase Limit; and/or
- impose Management Controls;

on each Card by selecting the relevant boxes on the Shell Card Application Form.

4 Use of Shell Card

Shell Card may only be used in New Zealand.

Where a Card is identified with a vehicle registration number, you are responsible for ensuring that the Card is only used in connection with that vehicle.

Where a Card is identified with a driver's name, you are responsible for ensuring that the Card is only used by the named driver.

When using the Card, Cardholders must either use a PIN or, if compulsory PIN entry has not been requested, sign their names in the space provided on the sales voucher provided by the Shell Card Merchant. You are responsible for ensuring that Cardholders are aware of, and comply with, the Management Controls, Purchase Limits and Monthly Product Purchase Limits.

5 Ownership of Shell Card

The Card remains our property at all times.

You agree to return or destroy the Card when the Card is cancelled or replaced, when we ask you, to or if you close your Account.

6 Security and Loss of Shell Card

You are responsible for the safe custody and authorised use of the Card and PIN.

In particular, you must not record the PIN on the Card or documents kept with the Card. If you need to give the PIN to more than one driver, you are responsible for ensuring the PIN is communicated and recorded in a secure fashion.

You must notify us immediately by telephone, and confirm in writing as soon as practicable thereafter, using the contact details given at the end of these Terms and Conditions:

if the Card is lost or stolen; or

you become aware that the PIN has become known to someone who is not authorised to use the Card; or

you become aware that the Card or PIN has been used in an unauthorised fashion.

You will be liable for all transactions occurring before we receive your notification.

7 Suspension and Cancellation

We may cancel or suspend your right to use the Card or close your Account at any time without notice.

You may suspend or cancel the Card or close your Account at any time by forwarding notice in writing to us at the address given at the end of these Terms and Conditions.

If your Card is cancelled or suspended or your Account is closed, whether by you or us, you must:

- pay the balance outstanding on your Account within 7 days;
- return the Card to us or destroy it immediately on our request.

You are liable for any use of a cancelled Card unless and until the Card is returned to us.

8 Purchases

The Card may only be used to purchase the Products identified on the Card.

Purchases may be made at any Shell Card Merchant accepting the Card. A list of Shell Card Merchants is provided in the directory "Shell Card Across New Zealand" a copy of which can be obtained from the Shell Customer Service Centre. However Shell cannot guarantee acceptance of the Card at every outlet listed.

The price charged for the Products will be the retail price charged by the Shell Card Merchant at the time of purchase unless otherwise agreed in writing.

Customer and merchant transaction limits apply to all transactions. Transactions that are processed manually may be subject to lower Purchase Limits and/or additional authorisation may be required from Shell.

9 Fees

You must pay the following fees:

- the current Transaction Fee;
- the current Monthly Card Fee.

We will give you 30 days written notice of any change to the Transaction Fee or Monthly Card Fee.

We reserve the right to introduce a fee for the issue or replacement of any Card. We will give you 30 days written notice of the introduction of, or change to, any Card issue or replacement fee.

10 Tax Invoice

We will send you a tax invoice in respect of your Account at agreed intervals.

The tax invoice will detail:

- the total amount of any purchases on the Card;
- the Monthly Card Fee;
- the Transaction Fees; and
- the GST payable.

You are responsible for checking the tax invoice to ensure its accuracy and advising us of any error or discrepancy. If you do not notify us of any errors or discrepancies within 21 calendar days of the date of the invoice you will be deemed to have accepted the accuracy of the invoice.

You must pay the amount shown on the tax invoice by means of an automatic bank direct debit, on the date indicated on the tax invoice.

The entire debit balance of your Account becomes immediately due and payable in the event of your death or if you become bankrupt or insolvent.

11 Dishonour of Direct Debit

If the direct debit we initiate on your bank account is dishonoured you must pay our current Dishonour Fee in addition to the balance outstanding on the Account. In the event of subsequent dishonours, you must pay our current Dishonour Fee for each subsequent dishonour.

12 Non-payment of Account

In addition to our rights under clause 10, if your Shell Card Account remains unpaid, you agree that we may:

Immediately take steps to prevent further use of the Card;

- Charge interest on any overdue amounts. Interest will accrue at the National Bank of New Zealand
- Limited retail base rate plus 10 per centum per annum;
- Reverse any discounts granted to you in respect of the outstanding balance on the Account.
- Undertake collection activities in order to recover the amount of debt. You will be liable for any legal fees,
- collection commissions or other costs which we may incur in recovering amounts you owe us.

13 Confidentiality

The information we provide in the tax invoice and any other reports we supply to you is confidential, and is supplied on the express condition that such information and all rights and interest thereto remain our property. You may not part with, copy or disclose such information in whole or in part to any party or use it for any purpose other than which was intended without our consent.

14 Inability to Supply Products

We are not responsible for any loss or inconvenience which may be caused if we or any Shell Card Merchant are unable to supply the Cardholder's requirements for Products at any particular time or place.

15 Changes in Terms and Conditions

We reserve the right to vary, delete or supplement these Terms and Conditions by giving you not less than 30 days written notice.

16 Change in Address

You must notify us of any change to your name, registered office or principal place of business and directorship (in the case of a company Fleet Owner) immediately upon a change being effected.

17 Change of Bank Account

You must:

- notify us immediately of any change to any bank account upon which a direct debit authority is held by us; and
- arrange for a new direct debit authority with us forthwith if so required.

18 Notice to Fleet Owners

When we give notice to you under these Terms and Conditions, we will give notice by post or facsimile to the most recent address/facsimile number notified to us. Where we give notice by post, you will be deemed to have been notified on the date of postage. Where we give notice by facsimile you will be deemed to have been notified on the date of transmission of the facsimile.

The first use of a Shell Card after a notice is given, or where applicable, after the relevant notice period, indicates you have accepted the condition(s) or change in condition(s) notified.

19 Notice to Shell

Where you give notice to us under these Terms and Conditions, you must give notice either by post or facsimile. The notice shall not be effective until we receive it.

20 Consumer Guarantees Act

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

21 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 Card transactions, whether or not you are primarily liable for the impost or charge.

22 Privacy Policy

You acknowledge that, when we process your application for Shell Card 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', ie information about a natural person as opposed to a company or other legal entity.

We collect, store and use such information for the following purposes:

- to administer your Account;
- to develop and market products or services that may meet the needs of your business;
- to enable us to comply with any relevant laws and regulations.

We do not sell, trade or rent any personal information you provide to us to any third party.

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.

You acknowledge and agree that we may disclose personal information to the following parties:

- other business units within the Shell group of companies;
- other providers of credit and credit reference and reporting agencies.

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.

23 Shell Card On Line

We may, at our discretion, issue one or more login IDs and passwords to you, (or any person acting with your express or implied authority) to allow you to carry out certain administrative functions in relation to Shell Card via the Shell Card On Line ('SCOL') website. You agree that, when using any such login ID and password, you will be bound by the Terms of Access on the SCOL site in addition to these Terms and Conditions.

24 Contacting Shell

Address:
Shell New Zealand Limited
3 Queens Wharf
PO BOX 2091
Wellington
Telephone: 0800 4 SHELL
0800 474 355
Facsimile: 0800 SHELL FAX
0800 100 539
May 2003

Shell New Zealand Limited Account Conditions of Sale

(Please retain for your records)

These conditions do not apply to deliveries made under a formal written agreement. Where there is a formal written agreement between Shell and a purchaser the contractual relations of the parties are governed by the terms of the formal written agreement.

1. Deliveries

- (a) Shell may make or arrange to be made deliveries of Shell products by such means of delivery and in such tanks or other containers as Shell may select.
- (b) Where the purchaser gives Shell adequate notice of the purchaser's specific requirements of Shell products, Shell shall use reasonable endeavours to make deliveries in accordance with Shell's delivery schedule applicable from time to time.
- (c) Shell shall not be responsible or liable in any way to the purchaser for delays or defaults in delivery of the order or any part thereof nor for any direct or consequential loss or damage arising therefrom.

2. Risk and Title

- (a) The risk in the goods supplied by Shell to the purchaser shall pass to the purchaser upon delivery but the ownership in them shall not pass to the purchaser until the purchaser has paid for the same. Receipt by Shell of any cheque or other bill of exchange or any promissory note shall not be deemed to be payment or conditional payment until the same has been honoured or cleared to the credit of Shell's Bank account and until such time shall not prejudice or affect Shell's rights, power or remedies against the purchaser and /or the goods.
- (b) Until payment in full of the purchase price has been made to Shell the purchaser irrevocably gives Shell, its agents and servants leave and licence without the necessity of giving any notice to enter on and into any premises occupied by the purchaser to search for and remove any of the goods supplied or in which Shell has ownership as aforesaid without in any way being liable to the purchaser or any person or company claiming through the purchaser.

3. Prices

Shell may in its absolute discretion increase or decrease Shell's prices current from time to time. Without derogating from the generality of the foregoing Shell may do so to provide for an increase or decrease in taxes, charges, imports or duties of whatsoever nature levied by or in compliance 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 Shell products.

The price which results from such increase or decrease shall become the current price to be paid for Shell products delivered to the purchaser.

4. Terms or Payment

- (a) Terms of payment in respect of each delivery of Shell products made hereunder shall be cash on delivery or such credit terms as are agreed in writing between Shell and the purchaser. Where credit terms are agreed, payment by the due date be by such means as is acceptable to Shell.
- (b) Shell may alter or revoke such credit terms at any time without prior notice to the purchaser.

- (c) If the purchaser is at any time buying on credit terms extended to him by Shell and if payment of the whole or any part of any account rendered by Shell to the purchaser, is not made within the time allowed by Shell for payment, every amount then owing by the purchaser to Shell, whether due for payment or not, shall become immediately payable by the purchaser to Shell and thereafter until such time as Shell extends credit terms again to the purchaser, the purchaser shall pay cash on delivery for all Shell products.
- (d) Should the purchaser fail to make payment as specified above, interest shall accrue on such overdue amounts at the rate of the National Bank (NBNZ) retail base rate plus 2 per centum per annum.

5. Defects and Shortages

Shell need not consider any claim by the purchaser in relation to:

- (a) the quality of any Shell products unless:
 - (i) the purchaser gives notice to Shell of any claim he proposes to make, specifying fully the facts on which the claim is based, within five working days of the alleged defect coming to the purchaser's attention.
 - (ii) The purchaser uses his best endeavours to minimise loss and damage from the alleged defect, and
 - (iii) Shell is given reasonable opportunity to take samples, inspect and test the Shell products in respect of which the claim is made.
- (b) discrepancies in quantities of Shell products in the amount stated on any delivery docket or invoice compared with the amount received at the purchaser's premises unless the purchaser has notified Shell of such discrepancies within five working days of delivery. If the purchaser fails to so notify Shell, the amount stated to have been delivered shall be deemed correct. Additionally, and notwithstanding the aforesaid where the purchaser is a service station reseller, the purchaser hereby agree and accepts for his own account losses of up to 0.5 per centum of the quantity of motor spirit units delivered whether or not:
 - (i) the risk of loss rest with Shell at the time the loss was incurred, or
 - (ii) the loss was the result of any default by Shell or its agents, employees or equipment.

6. Extent of Liability

- (a) The liability of Shell to the purchaser shall not in any case exceed the purchase price of the goods in respect of which such liability arises and this limitation shall apply to liability howsoever arising whether in contract or in tort.
- (b) In any case of liability in the part of Shell arising from breach on contract Shell shall be under no liability for damages or consequential loss to the purchaser arising from such breach.

7. Exclusion of Liability

Shell shall not be responsible for any damages 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 to which they are not specifically intended or if such products:

- (a) have added to or have been added to components, or
- (b) placed in containers, in either case not recommended or approved by the manufacturer or supplier of such products.