

# **npd** card



## **Credit Application Form**



# Credit Application Form

By completing this application form, the Account Holder is agreeing to be bound by the terms and conditions which follow.

## IMPORTANT - Application Form Checklist

1.

**To avoid delays in processing your application,** please ensure the following is included to complete your application for an NPD Card(s):

- ☐ Account Holder Details
- ☐ NPD Card Details
- ☐ Account Holder Acknowledgement
- ☐ Guarantee
- ☐ Direct Debit Authority
- ☐ Proof of Address (e.g. photocopy of utility bill or bank statement)
- ☐ Photo Identification (i.e. photocopy of drivers license or passport for each signatory showing signature and date of birth excluding witness)

**Please return all applications to:**

npdcard@npd.co.nz  
or to our Head Office:

**Attn: NPD Card Support Team**

NPD Ltd  
PO Box 3412  
Richmond 7020

**Head Office Physical Address:**

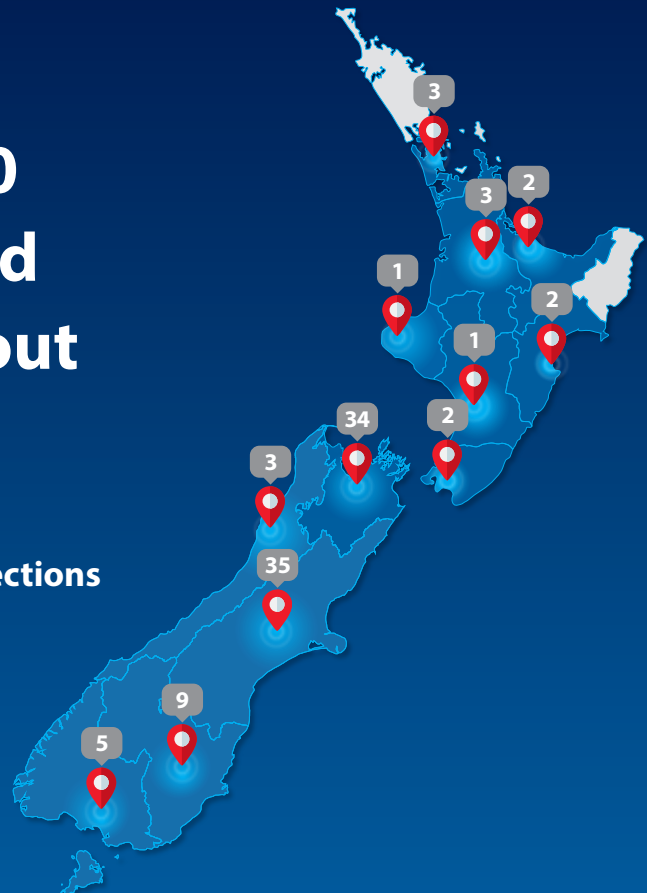
13 McPherson Street, Richmond 7020

**For any queries contact:**

NPD Card Support Team  
(03) 544 6162  
or npdcard@npd.co.nz

**Access fuel and  
services at over 100  
strategically located  
NPD sites throughout  
New Zealand.**

Visit [www.npd.co.nz](http://www.npd.co.nz) for detailed directions  
to all our sites and to learn more.



# Account Holder Details

2.

Account Name: .....

Trading as Account Name (if different from above): .....

Type of Entity (if not a personal account please tick the box that applies):

☐ Company    ☐ Sole Trader    ☐ Trust    ☐ Partnership    ☐ Limited Partnership    ☐ Incorporated Society

☐ Other: .....

Email Address for Invoices: .....

Contact Email Address (if different to above): .....

Contact Work Number: ..... Contact Mobile Number: .....

Account Holders Postal Address: .....

.....

Account Holders Physical Address: .....

.....

Account Holders Company/NZ Business Number (if a company): .....

GST Number (if applicable): ..... Date Incorporated: .....

The following is a brief outline of my/our business: .....

.....

..... I/We have been in business for ..... years

Full Names of All Directors (Company/ Trustees of Trust/ Incorporated Society or attach company extract):

.....

.....

Full Names of All Limited Partners and General Partner(s) (if a Limited Partnership):

.....

.....

.....

## Would you like to nominate an authorised contact on your account?

This person will be able to make changes to the account details, for example, request cards, amend card settings, order fuel; without needing your consent. If so, please provide their details and supply their photo identification (showing their signature and date of birth).

<b>Full Name:</b>	<b>Position/Relationship:</b>
<b>Contact Number:</b>	<b>Email Address:</b>
<b>Authorisee Signature/Acceptance:</b>	

Have you had an account with NPD before? (please provide a name or account number): .....

.....

# npd Card Details

## 3. An NPD Card is needed for use at any NPD branded site.

Vehicle Registration OR Driver Name (maximum 28 characters)	Purchase Restriction Code *	Transaction Limit	Daily Limit	Monthly Limit	4 digit PIN Number			
e.g. John Smith	01	\$300	\$500	\$2,000	x	x	x	x

A 4 digit PIN (Personal Identification Number) must be provided for each NPD Card before issue.

If the Account Holder or any other Cardholder does not wish to include a PIN on this form, please contact NPD directly.

Estimate of monthly account balance: \$.....

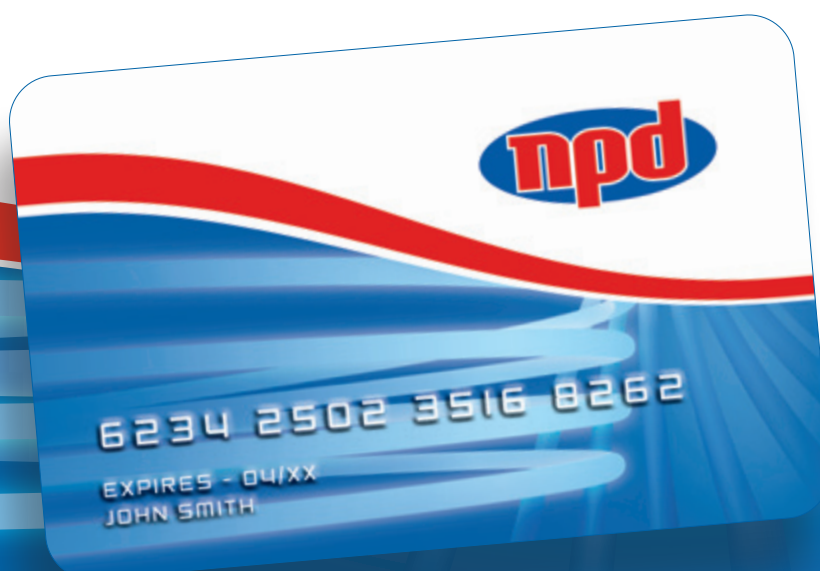
Default account due date 10th of the month following date of invoice (by direct debit).

### \* Purchase Restriction Codes

Card purchasing restrictions can be placed on each NPD Card by the Account Holder and/or by NPD. Should the Account Holder wish to include purchase restrictions applicable to any particular NPD Card, please specify the relevant codes for the purchase restrictions above.

The default code is 01.

Product Restrictions	Code
All fuel, DEF & Oil Only	01
Diesel, DEF & Oil Only	02
Petrol & Oil Only	03
All fuel, DEF, Oil & Carwash only	04
Diesel, DEF, Oil & Carwash only	05
Petrol, Oil & Carwash only	06



# Terms of Trade & Customer Agreement

## 4. These Terms apply on and from December 2022.

### 1. Definitions and interpretation

**1.1** In this Agreement, the words and phrases referred to below are defined as follows:

**“Account”** means each account allocated to an Account Holder which records all transactions between any Cardholder(s) associated with that Account Holder, including the purchase of Products and the incurring of fees.

**“Account Holder”** means the person or entity who/which applied for an NPD Card and Account, whose details are described in the Application, and thereby holds themselves out as having the primary obligations to comply with this Agreement and who is granted an NPD Card and/or NPD Cards subject to this Agreement.

**“Agreement”** means these Terms, the Application and any other terms and/or conditions the Account Holder and NPD agree in writing apply to the use of an NPD Card by the Account Holder and any associated Cardholder(s).

**“Application”** means the application form the Account Holder must complete to make an application to NPD for an NPD Card.

**“business day”** means any day (other than a Saturday or Sunday) on which banks are open for business in Nelson.

**“Cardholder”** means the Account Holder and any other person who has issued to it (or otherwise uses) an NPD Card associated with, and/or linked to, the Account Holder. All such persons are described in this Agreement as being “associated with the Account Holder” and the Account Holder is ultimately responsible for all such persons use of NPD Cards.

**“Card Limits”** means the Monthly Limit, the Daily Limit and the Transaction Limit collectively relating to an Account.

**“Daily Limit”** means the maximum dollar amount of credit available per day, per NPD Card, as specified by the Account Holder (provided it does not cause the Monthly Limit for the relevant Account to be exceeded) and agreed to by NPD or, if the Account Holder does not specify, \$500 per day or any such lower amount as NPD may determine in its sole discretion at any time.

**“Independent Dealer”** means any person or entity which has entered into a contract or arrangement with NPD to operate a service station or other site selling Products.

**“Monthly Limit”** means the maximum dollar amount of credit available per month, per NPD Card, as specified by the Account Holder (provided it does not cause the Monthly Limit for the relevant Account to be exceeded) and agreed to by NPD or, if the Account Holder does not specify, \$2,000 per month or any such lower amount as NPD may determine in its sole discretion at any time.

**“NPD”** means NPD Limited.

**“NPD Card”** means a card issued by NPD

from time to time which is to be used to purchase Products from NPD, NPD Retail and/or Independent Dealer(s) under these Terms.

**“NPD Retail”** means NPD Retail Limited.

**“NPD Sites”** means NPD outlets, NPD Retail outlets and Independent Dealer outlets in New Zealand which accept NPD Cards for purchases of Products.

**“PIN”** means the Personal Identification Number issued by NPD, or selected by the Account Holder or Cardholder and advised to NPD, in relation to each NPD Card.

**“Products”** means petroleum products and other goods supplied by NPD, NPD Retail and/or Independent Dealers(s) either directly or through NPD Sites which NPD determines from time to time in its sole discretion may be purchased using an NPD Card.

**“Terms”** means these terms and conditions, and any other terms on NPD's website ([www.npd.co.nz](http://www.npd.co.nz)), as amended or updated from time to time by NPD.

**“Transaction Limit”** means the maximum dollar amount available per purchase, per NPD Card, as specified by the Account Holder (provided it does not cause the Monthly Limit for the relevant Account to be exceeded) and agreed to by NPD or, if the Account Holder does not specify, \$300 per transaction or any such lower amount as NPD may determine in its sole discretion at any time.

**1.2** Clause references are to clauses of these Terms.

**1.3** If there is any inconsistency between these Terms and any other document which forms part of this Agreement, these Terms are to prevail.

### 2. NPD Card

**2.1** The Account Holder accepts this Agreement and agrees that he/she/it will comply with the Terms at all times.

**2.2** If for any reason the Account Holder does not sign these Terms, the Account Holder is deemed to have accepted these Terms and entered into this Agreement upon the Account Holder and/or any associated Cardholder purchasing Products using an NPD Card associated with the Account Holder.

**2.3** The Account Holder acknowledges that each Cardholder associated with the Account Holder is the Account Holder's agent in using any NPD Card.

**2.4** The Account Holder is responsible for:

(a) every NPD Card, every Cardholder and the use of every NPD Card which is linked to, and/or associated with, the Account Holder, whether or not individual purchase(s) are authorised by the Account Holder or not;

(b) ensuring that each Cardholder and any other person authorised to use any NPD Card associated with the Account Holder understands his/her/its obligations as the Account Holder's agent under this Agreement and agrees to comply with the Terms; SER-022126-284-22-V6

(c) ensuring that every Cardholder gets a copy of these Terms and/or has access to these Terms and is directed to review these Terms; and

(d) ensuring that each Cardholder associated with the Account Holder undertakes the Cardholder's obligations set out in this Agreement.

**2.5** Each Cardholder must sign his/her its NPD Card with the Cardholder's usual signature immediately upon receipt of it for identification purposes and to assist with the prevention of authorised or fraudulent use by another person.

**2.6** Each Cardholder must not disclose his/her/its PIN to any authorised users and must keep his/her/its NPD Card in a safe place at all times and ensure no-one else uses it.

**2.7** Accounts are non-transferrable. No Cardholder may assign, novate or otherwise pass on any rights or obligations under this Agreement to any other person without the written approval of NPD.

**2.8** Any change in the legal or beneficial ownership of an Account Holder which is a company, a trust, a partnership or an incorporated society which results in a change of the effective management or control of the Account Holder is deemed to be an assignment of rights and obligations and requires the prior written approval of NPD.

**2.9** The Account Holder guarantees the observance of the Terms by each Cardholder associated with the Account Holder.

**2.10** The Account Holder will indemnify NPD for any loss caused to NPD by any of its Cardholders as a result of breach of this Agreement.

### 3. Using an NPD Card

**3.1** Each NPD Card issued by NPD is subject to this Agreement.

**3.2** Each Cardholder may use his/her/its NPD Card for the purchase of Products from NPD Sites in accordance with this Agreement.

**3.3** NPD may place purchase restrictions on any NPD Card at any time in its sole discretion.

**3.4** Each Cardholder must comply with all Card Limits at all times. Each Cardholder must not directly or indirectly do or permit (by act or omission) anything to avoid the application of any Card Limit. By way of example only, a Cardholder must not use an NPD Card for multiple transactions associated with a single purchase which would otherwise breach any Card Limit.



**3.5** Where any Cardholder, in any transaction on any day, fails after three attempts to properly enter the PIN associated with his/her/its NPD Card, that NPD Card will be blocked from further use for the remainder of the day and/or, if NPD determines in its sole discretion, for any extended period.

**3.6** It is the Account Holder's responsibility to advise each of the Cardholders associated with the Account Holder of the Products which NPD and the Account Holder have agreed may be purchased on his/her/its NPD Card and of any applicable purchase restrictions imposed by NPD or the Account Holder from time to time.

**3.7** The Account Holder must ensure that each Cardholder delivers all of his/her/its receipts to the Account Holder for the Account Holder to retain for the purposes of the Account Holder's own records and reconciliation requirements. SER-022126-284-22-V6

**3.8** Any name and/or vehicle number printed on any NPD Card is for convenience only and not security. NPD Sites are not responsible for checking identity or vehicle use in relation to any NPD Card.

**3.9** NPD remains the owner of each NPD Card at all times.

#### **4. Trade Terms**

**4.1** NPD may recover from the Account Holder all amounts relating to purchases of Products made on each NPD Card which is linked to, and/or associated with, the Account Holder.

**4.2** Accounts are payable by automatic direct debit on the due date of the month following the date of invoice as shown on each invoice. Such date is to be the 10th of each month unless otherwise agreed with NPD.

**4.3** The Account Holder will make payment in full of all amounts owing in relation to each associated with the Account Holder on or before each relevant due date.

**4.4** Each Account becomes immediately due and payable in the event of the Account Holder's bankruptcy, administration, receivership, insolvency or liquidation.

**4.5** NPD may set off any amount owing to NPD and/or NPD Retail by an Account Holder against any moneys payable to the Account Holder by NPD and/or NPD Retail.

**4.6** An NPD Card is not a credit card and all purchases made on an Account must be paid in full when due unless otherwise agreed in writing by NPD, regardless of whether any Card Limits are reached in any period or not.

**4.7** NPD may at any time correct any error relating to a transaction on an NPD Card, whether or not the correction is in the Account Holder's favour or not and whether or not discovered before the relevant invoice is issued.

**4.8** The amount outstanding on any Account must not at any time exceed the Card Limits. If any amount charged to an Account does exceed any Card Limit, the Account Holder

will be responsible to pay the excess amount and the excess amount will be immediately due and payable by the Account Holder on demand by NPD.

**4.9** The Account Holder acknowledges that NPD is not responsible to ensure that Card Limits are not exceeded.

**4.10** NPD may at any time reduce any Card Limit applying to any Cardholder and/or any NPD Card at any time for any reason.

**4.11** Any new NPD Card issued in relation to an Account will be subject to this Agreement.

**4.12** The prices charged for Products will be retail prices charged by the relevant NPD Site at the time of the purchase, unless otherwise agreed in writing with NPD.

**4.13** Unless expressly indicated, all prices for Products quoted or otherwise stated by NPD exclude GST and other governmental taxes, duties and levies payable by NPD in relation to the Products.

**4.14** Any transaction which is processed manually may be subject to additional authorisations required by NPD.

**4.15** The Account Holder and each Cardholder must check that all the details on any receipt issued by NPD or any of the NPD Sites at the time of purchase (or when the receipt is otherwise received by the Account Holder and/or Cardholder) are correct.

**4.16** If the Account Holder does not notify NPD of any errors or discrepancies on any invoice issued by NPD within 30 calendar days of the date of the invoice, the Account Holder is deemed to have accepted the invoice.

#### **5. Term and Termination**

**5.1** The terms and conditions of this Agreement apply from the date this Agreement is executed by the Account Holder and/or deemed to be accepted by the Account Holder in accordance with clause 2.2.

**5.2** The Account Holder may terminate this Agreement, any Account or one or more individual NPD Cards by giving NPD three business days' written notice. For the avoidance of doubt, the Account Holder will remain responsible for the use of any NPD Cards by any Cardholders regardless of the Account Holder giving notice of termination. It is the Account Holder's responsibility to advise all of its relevant Cardholders to cease using NPD Cards.

**5.3** NPD may cancel or terminate this Agreement, any NPD Card and/or any Account at any time with or without notice and for any reason whatsoever.

**5.4** Upon the cancellation, termination or expiry of any NPD Card and/or Account by the Account Holder or NPD:

(a) the Account Holder and/or other relevant Cardholder(s) will return the relevant NPD Card(s) or, if requested by NPD, all NPD Cards associated with the Account Holder to the Account Holder and the Account Holder will immediately upon receipt destroy (or if requested by

NPD, return to NPD) the relevant NPD Cards;

(b) the Account Holder will remain responsible for the use of all NPD Cards associated with the Account Holder until the end of any applicable notice period; and

(c) all amounts outstanding and owing to NPD by the Account Holder shall become immediately due and payable to NPD whether or not demand is made.

**5.5** No Purchases may be made using an NPD Card after its cancellation, expiry or termination.

**5.6** If NPD determines at any time (acting reasonably) that the financial responsibility of the Account Holder or any guarantor (if applicable) has become impaired, or that financial assurances in relation to the Account Holder and/or any Cardholder are desirable to NPD for any reason whatsoever, NPD may:

(a) suspend or terminate the credit arrangements agreed with the Account Holder pursuant to this Agreement; and/or

(b) require immediate payment by the Account Holder of any amount owing to NPD; and/or

(c) require that the Account Holder provide other security and/or collateral in relation to the Account Holder and/or any Account; and/or

(d) require that the Account Holder obtain one or more guarantees in relation to the Account Holder and/or any Account.

#### **6. Costs and Fees**

**6.1** The Account Holder must pay to NPD:

(a) all fees charged by NPD, being as at the date of these Terms:

(i) transaction fees – 0.15 cents plus GST per transaction;

(ii) administration fees – \$3.00 including GST per month per Account;

(iii) new or replacement NPD Card fees – \$5.00 including GST per NPD Card;

(iv) reactivating suspended NPD Card fees – \$5.00 including GST per NPD Card per suspension;

(v) any non-payment fee payable in relation to any late or non-payment of an amount due in relation to any Account, as set out in clause 6.3; and

(vi) any dishonour fee payable in relation to any late or non-payment of an amount due in relation to any Account; and

(b) any costs incurred by NPD relating to debt collection, enforcement and/or legal costs relating to NPD seeking to recover any amounts due but unpaid in relation to the Account Holder; and

(c) any governmental charges, taxes, duties and/or levies which may be applicable at any time relating to any Account and/or any Cardholder's use of any NPD Card including, but not in any way limited to, NPD's right to recover from the Account Holder any regional fuel tax where NPD is or becomes liable for such tax in accordance with section 65P of the Land Transport Management Act 2003 (or otherwise).

## **6.2 Fees are non-refundable.**

**6.3** If an Account is not paid within 30 days after its due date, NPD and/or NPD's debt collection agent may charge the Account Holder a fee equal to a minimum of \$25.00 and, if greater, a maximum of 25% of the amount due and owing. Where the total debt collection agency costs, legal and other costs arising from the collection of any amount owing exceeds the debt collection fee charged, NPD's debt collection agent is also entitled to recover such additional costs from the Account Holder. This clause is intended to be for the benefit of, and enforceable by, NPD's relevant debt collection agent under the Contracts and Commercial Law Act 2017.

**6.4** Without prejudice to any other rights of NPD, if the Account Holder does not pay any amount in full by the due date, NPD may charge interest on the outstanding amount at 10% per annum. The interest charge will be calculated daily from the due date until NPD receives full payment.

**6.5** All fees and/or interest associated with an Account Holder will be added to the relevant month's invoice and become payable in accordance with clause 4 unless demanded earlier by NPD in accordance with these Terms.

## **7. Loss and authorised use of NPD Card**

**7.1** If any Cardholder knows or has reason to believe any NPD Card is in the possession of another person or that any NPD Card is lost, stolen or being misused, or the PIN relating to an NPD Card has been disclosed to someone other than the relevant Cardholder, the Account Holder and the Cardholder must immediately notify NPD of the loss and give NPD all relevant information.

**7.2** Until NPD has received notice under clause 7.1 and acknowledged to the Account Holder receipt of such notice in writing, the Account Holder shall be liable for any and all use of the relevant NPD Card, whether authorised by the Account Holder or not.

**7.3** NPD may at its discretion replace any lost, stolen or damaged NPD Card if requested by the Account Holder on payment of any applicable fees.

## **8. Security and title**

**8.1** Title in any Products purchased using an NPD Card passes from NPD to the Account Holder (or such Cardholder or other person as is authorised by the Account Holder) only when the Account Holder has made payment in full for all Products and other sums due to

NPD by the Account Holder on any account whatsoever.

**8.2** If any Products are attached, fixed or incorporated into any property of or by the Account Holder, any Cardholder or any third party, title in the Products remains with NPD until the Account Holder has made payment for all Products.

**8.3** If any Products are mixed with other property so as to be part of or a constituent of any new products, title to the new products will be deemed to be assigned to NPD as security for the satisfaction by the Account Holder of the full amount owing between NPD and the Account Holder.

**8.4** Until all sums due to NPD by the Account Holder have been paid in full, the Account Holder (or, if applicable, any other relevant Cardholder) grants to NPD a security interest in all Products (and all co-mingled products) for all amounts due by the Account Holder to NPD from time to time.

**8.5** If any Cardholder resells, uses or otherwise deals with any Products before ownership in the Products has passed to the Account Holder (or relevant Cardholder is authorised by the Account Holder), the proceeds of such shall be received and held by the Account Holder in trust for NPD.

**8.6** Risk of any loss, damage or deterioration of each Product passes to the Account Holder upon purchase and/or receipt by the relevant Cardholder of the Product (notwithstanding that title to the Product has not passed).

**8.7** NPD may register any security interest granted to it by this Agreement at any time on the Personal Property Securities Register in accordance with the Personal Property Securities Act 1999 (the PPSA).

## **8.8 The Account Holder:**

(a) waives its right to receive a copy of any verification statement under the PPSA;

(b) must not grant any other security interest in the Products without NPD's prior written consent;

(c) must promptly execute all documents and do all things reasonably requested by NPD to ensure that NPD's security interest created under this clause 8 constitutes a perfected security interest in the Products and their proceeds which will take priority over all other security interests in such Products and proceeds;

(d) waives, contracts out of and agrees that nothing in sections 114(1)(a), 116, 120(2), 121, 125, 127, 129, 131, 133, 134 and 148 of the PPSA apply to this Agreement; and

(e) must pay all costs, expenses and other charges incurred by NPD in relation to the filing of any financial statement and/or financing change statement in accordance with the PPSA and any disputes or negotiations with third parties claiming an interest in any of the Products.

**8.9** If at any time NPD has reason to believe an Account Holder may not be able to pay any moneys owing, NPD may immediately without notice take any action it considers necessary to take possession of the Products (including, without limitation, entry onto premises or land owned by any Cardholder regardless of whether or not an occupier is present) without NPD incurring any liability to the Cardholder.

## **9. Business Use**

The Account Holder acknowledges and agrees that the acquisition of Products pursuant to these Terms is, unless otherwise agreed in writing by NPD, for the purposes of a business only (and not for personal, domestic or household purposes) and therefore the provisions of:

(a) the Consumer Guarantees Act 1993; and

(b) the Credit Contracts and Consumer Finance Act 2003 relating to "consumer credit contracts", do not apply.

## **10. Privacy**

**10.1** NPD will ensure that any information received by it is held securely and NPD will not use or disclose it to any other person for purposes other than as specified in this Agreement or as authorised by any relevant Cardholder or Guarantor.

**10.2** Any personal information received and held by NPD may be viewed and/or corrected by the Account Holder in accordance with the Privacy Act 2020 upon written request to NPD.

**10.3** By entering into this Agreement, each Cardholder and each Guarantor authorises:

(a) NPD to collect, obtain, hold, exchange and use such information about him, her or it (including, if relevant, directors, shareholders, trustees, partners, etc.) as NPD may require for the normal and proper operation of each Account, including for assessing creditworthiness, for the supplying of Products and/or the enforcing of debt or legal obligations from any source, including credit rating agencies;

(b) NPD to use information it obtains from any source, including any credit rating agency, in relation to the Account Holder, any associated Cardholder(s) and/or any Guarantor as NPD reasonably requires for the normal and proper operation of each Account;

(c) any third party whom NPD reasonably requires information from in relation to the Account Holder, any associated Cardholder(s) and/or any Guarantor to provide such information to NPD, including any credit rating agency;

(d) NPD to disclose any information it receives in relation to the Account Holder, any associated Cardholder(s) and/or any Guarantor to other persons only in the following circumstances:

(i) where disclosure is required or

permitted by law; or

(ii) with the written approval of the relevant Account Holder, Cardholder(s) and/or Guarantor; or

(iii) where disclosure is to a reputable credit or other agency in relation to a request by NPD for information relating to an Application, the Account Holder, any associated Cardholder(s) and/or Guarantor, or a response to a request regarding the Account Holder's and/or Guarantor's creditworthiness.

**10.4** When the Account Holder provides information to NPD about any other Cardholder associated with the Account Holder and/or any Guarantor, it is the Account Holder's responsibility to ensure that he/she/it has obtained the necessary authorisations from those relevant persons and that those persons are aware of the privacy provisions in this clause 10.

## 11. Independent Dealers

**11.1** If any Independent Dealer refuses and/or is unable to complete any transaction(s) using an NPD Card for whatever reason at any time, NPD is not responsible and will not be liable for any losses or costs incurred by any Cardholder.

**11.2** If a Cardholder acquires Products from an Independent Dealer, those Products remain the sole responsibility of the Independent Dealer the Products were acquired from and there will be no recourse to NPD.

## 12. Liability Limitation

**12.1** To the extent permitted by law, NPD:

(a) excludes all warranties and representations in relation to Products, whether expressed or implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, quality, suitability for purpose, or otherwise;

(b) is not responsible for any loss or liability caused by failure or refusal to supply Products or defective supply of Products, or any occurrences beyond NPD's control where an NPD Card is unable to be used;

(c) will at no time be liable to any Cardholder (or any of his/her/its contractors, employees, agents or directors) for any amount exceeding the cost of the relevant Products; and

(d) excludes all liability to every Cardholder and every third party, whether in contract, tort, equity or otherwise, for any loss or liability whatsoever, whether direct, indirect or consequential unless it results from NPD's proven negligence.

**12.2** NPD may at its discretion give a credit or replace any Product purchased using an NPD Card which is determined to be defective.

## 13. Notices

**13.1** It is the Account Holder's responsibility to notify NPD of any change of the details of every Cardholder associated with the Account Holder, including any relevant change of telephone numbers, address and bank account details.

**13.2** Any queries relating to any NPD Card, including any:

- (a) purchase of Products using an NPD;
- (b) lost or stolen NPD Card(s);
- (c) request for a replacement NPD Card;
- (d) request for a new Cardholder and/or NPD Card; and/or
- (e) request for a Card Limit increase or decrease, must be sent in writing to the NPD Card Support Team.

**13.3** If any Cardholder has any complaint or dispute relating to any NPD Card and/or Account, it must be notified to NPD in writing (and received by NPD) within 30 days of the relevant invoice being received by the Account Holder.

**13.4** Any notice to be sent to NPD must be sent by email or post to the following:

**Attention:** NPD Ltd – NPD Card Support Team

**Email:** npdcard@npd.co.nz

**Address:** 13 McPherson Street, PO Box 3412, Richmond, Nelson, New Zealand

**13.5** Any notice by NPD will be given to the:

- (a) Account Holder's registered office, if the Account Holder is a company; or
- (b) Account Holder's last known email or postal address notified to NPD in writing, and each such notice will be deemed received by the Account Holder on the date of sending of such notice by email and on the date it is left at the address or three business days after posting of any notice sent by post.

**13.6** Unless the Account Holder requests otherwise of NPD in writing, NPD will send invoices and other communications to the Account Holder by way of electronic (email) communication.

## 14. Confidentiality

Each Cardholder will keep confidential and not disclose nor use any information at any time provided to it by NPD, whether in relation to this Agreement, any invoice or otherwise, except to the extent reasonably required for the performance by the Cardholder of this Agreement, as required by law or as approved in writing by NPD.

## 15. General

**15.1** This Agreement may be executed by each signatory in separate counterpart copies, whether originals, photocopies or electronic copies. When each signatory has executed at least one copy, the separately signed documents when brought together

will form a binding legal document.

**15.2** NPD may amend and/or vary any or all of the terms of this Agreement at any time.

**15.3** NPD will keep an up to date copy of these Terms on NPD's website ([www.npd.co.nz](http://www.npd.co.nz)) at all times. It is the Account Holder's responsibility to review these Terms on NPD's website regularly and also to advise each associated Cardholder and Guarantor to review these Terms regularly.

**15.4** The relevant laws applying to electronic transactions apply to this Agreement in full. The parties agree that expressions in this Agreement referring to writing will be construed as including references to words printed, typewritten or otherwise visibly represented, copied or reproduced (including by email). All records relating to this Agreement may be retained in electronic form.

**15.5** The illegality, invalidity or unenforceability of any term of this Agreement shall not affect the legality, validity or enforceability of any other term.

**15.6** Each Cardholder will take all actions and sign all documents reasonably required to give effect to this Agreement.

**15.7** No failure or delay by NPD to exercise (in whole or in part) any right, power or remedy under this Agreement will operate as a waiver of that right, power or remedy. The single or partial exercise of any right, power or remedy under this Agreement does not preclude the exercise of any other right, power or remedy, or its further exercise. A waiver given by NPD will not be effective unless it is in writing. Any waiver given by NPD in accordance with this clause will be effective only in the specific instance and for the specific purpose for which it is given. No waiver given by NPD of any breach of this Agreement will alter this Agreement and each provision of this Agreement will continue in full force and effect.

**15.8** NPD will not be liable for non-performance of any obligations under this Agreement during the time and to the extent that such performance is wholly or substantially prevented by any event or circumstance beyond NPD's reasonable control.

**15.9** NPD's exercise or any right under this Agreement shall be without prejudice to any claim for damages or any other right of NPD under this Agreement or applicable law.

**15.10** This Agreement is governed by, and construed according to, the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Agreement.



# Account Holder Acknowledgement

5.

I/we, the Account Holder or on behalf of the Account Holder, by signing below specifically agree and acknowledge with NPD as follows:

1. I/we have read and agree to be bound by this Agreement, including the Terms of Trade & Customer Agreement.
2. The information supplied by me/us to NPD is true and correct.
3. I/we have authority to enter into this Agreement on behalf of the Account Holder.
4. I/we are not aware of any reason why this Application for credit should not be granted by NPD.
5. I/we agree that NPD hereby informs me that NPD may:
  - (a) disclose to a credit reporting agency certain personal information about me/us and/or the Account Holder, including information contained in this Application, my/our and/or the Account Holder's identification, the amount of any Card Limit applied for or granted at any time in relation to the Account Holder, payments which may become overdue by the Account Holder at any time, advice that payments are no longer overdue by the Account Holder and/or any infringement which NPD believes I/we and/or the Account Holder have committed;
  - (b) in assessing this Application and/or any later request for a Card Limit variation, may obtain from a credit reporting agency a credit report containing personal credit information about me/us and/or the Account Holder and a credit report containing information about my/our and/or the Account Holder's commercial activities or commercial credit worthiness; and
  - (c) give to and/or obtain from any third party information about my personal and/or commercial credit arrangements including information about my credit worthiness, credit standing, credit history and/or credit capacity for the particular purpose for which the information is required.

**Account Name:** .....

**Account Holder(s) to sign by way of the following:**

Individual/Sole Trader:	Person applying
Company:	Two authorised directors (or if only one director, that director)
Partnership:	All partners
Trust:	All trustees

Full Name	Signature	Date Signed

\* Photo Identification, with signature and date-of-birth, must accompany the application (i.e. photocopy of a driver's license or passport for each signatory)

# Guarantee

6.

**IN CONSIDERATION** of NPD agreeing to provide credit to the Account Holder at the Guarantor's request, I/we as guarantor(s) (the Guarantor):

- (a) guarantee all obligations, including the payment of all monies, owing by the Account Holder from time to time to NPD and the performance by NPD of the covenants and obligations in this Agreement;
- (b) indemnify NPD against any loss NPD might suffer as a result of any breach of this Agreement;
- (c) covenant with NPD that:
  - (i) no release, delay or other indulgence given by NPD to the Account Holder or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release, prejudice or affect the liability of the Guarantor as a guarantor or as indemnifier; and
  - (ii) as between the Guarantor and NPD, the Guarantor's obligation as guarantor is as surety and principal debtor and the Guarantor may for all purposes be treated as the Account Holder and NPD is under no obligation to take proceedings against the Account Holder before taking proceedings against the Guarantor;
- (d) acknowledge that this guarantee is for the benefit of, and may be enforced by, any person entitled for the time being to receive monies due by the Account Holder to NPD;
- (e) acknowledge that this is a continuing guarantee;
- (f) acknowledge that should there be more than one Guarantor, each Guarantor's liability under this guarantee is joint and several; and
- (g) agree to pay all outstanding amounts due to NPD by the Account Holder within seven business days of any notice to the Guarantor of any default in payment by the Account Holder, including any accrued interest and costs of enforcing this Agreement.

**Guarantor Acknowledgement:**

I/we, the Guarantor as guarantor(s), by signing below specifically agree and acknowledge with NPD as follows:

- 1. I/we have read and agree to be bound by this Agreement, including the Terms.
- 2. The information supplied by me/us to NPD is true and correct.
- 3. If the Guarantor is not an individual, I/we have authority to enter into this Agreement as guarantor.
- 4. I/we are not aware of any reason why this Application for credit should not be granted by NPD.
- 5. I/we acknowledge that NPD has advised me/us to seek independent legal advice in respect of these guarantee obligations.
- 6. I/we agree that NPD hereby informs me that NPD may:
  - (a) disclose to a credit reporting agency certain personal information about me/us and/or the Guarantor, including information contained in this Application, my/our and/or the SER-022126-284-22-V6 Guarantor's identification, payments which may become overdue by the Guarantor at any time, advice that payments are no longer overdue by the Guarantor and/or any infringement which NPD believes I/we and/or the Guarantor have committed;
  - (b) in assessing this Application and/or any later request for a Card Limit variation, may obtain from a credit reporting agency a credit report containing personal credit information about me/us and/or the Guarantor and a credit report containing information about my/our and/or the Guarantor's commercial activities or commercial credit worthiness; and
  - (c) give to and/or obtain from any third party information about my personal and/or commercial credit arrangements including information about my credit worthiness, credit standing, credit history and/or credit capacity for the particular purpose for which the information is required.

**Account Name:** .....

I/We confirm the above information to be true and correct.

**Guarantor(s) to sign by way of the following:**

Individual/Sole Trader:                      Person applying, plus witness  
Company:    If only one director, that director plus a witness. Two or more directors, two authorised directors plus a witness.  
Partnership:    All partners, plus witness  
Trust:    All trustees, plus witness

Full Name	Address	Contact Number	Signature	Date Signed

**Witness to signature(s) above:**

<b>Full Name:</b>	<b>Occupation:</b>
<b>Address:</b>	<b>Date of Birth:</b>
<b>Signature:</b>	<b>Date:</b>

\* Photo Identification, with signature and date-of-birth, must accompany the application (i.e. photocopy of a driver's license or passport for each signatory)

## Direct Debit Authority



Name of my account to be debited (acceptor)

Initiator's authorisation code

1	2	2	8	9	3	5
---	---	---	---	---	---	---

Name of my bank

--	--

Bank

--	--	--	--

Branch

--	--	--	--	--	--

Account

--	--

Suffix

From the acceptor to \_\_\_\_\_ (my bank):  
[insert name of acceptor's bank]

I authorise you to debit my account with the amounts of direct debits from **NPD Limited** with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Please include the following information on my bank statement

Authorised signature/s:

Date:

--

### Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 5 calendar days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit a second time within 5 business days of the original direct debit, the initiator is not required to notify you a second time of the amount and date of the direct debit.

For Bank Use Only

Approved	Date Received	Recorded By	Checked By	Bank Stamp
2893 03/21				

# 100 PLUS

## High Octane Petrol

Road legal, unleaded  
petrol with advanced  
formulation to provide:

- ✓ Enhanced Engine Performance
- ✓ Improved Fuel Consumption
- ✓ Smoother Engine Operation
- ✓ Reduced Harmful Emissions
- ✓ Extended Shelf Life



Available at  
selected NPD sites.

