

## Shell Card Terms and Conditions

### 1. Interpretation

In these Shell Card Terms and Conditions, unless the context requires otherwise:

The words “we”, “our” and “us” means Greenstone Energy Limited and the words “you” and “your” means the Fleet Owner;  
**Account** means your account for the Shell Card;  
**Shell Card** means a debit card issued by us from time to time 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 we agree to open an Account;  
**Management Controls** means compulsory PIN entry and/or compulsory odometer entry;  
**Month** means a calendar month;  
**Monthly Card Fee** means the monthly card fee charged for each Shell Card issued as advised by us from time to time;  
**Monthly Products 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;  
**Products** means goods and services within the class of authorised goods and services as identified on the Shell Card;  
**Purchase Limits** means limits, imposed by us, on the value of the Products which may be purchased using a Shell Card on a per transaction, per day and per month basis;  
**Shell Card Merchant** means any outlet where we have authorised use of the Shell Card;  
**Terms and Conditions** means these Shell Card Terms and Conditions and any amendment of, or addition to, these Terms and Conditions notified to you; and  
**Transaction Fee** means the fee charged for each use of the Shell Card as advised by us from time to time.

### 2. Acceptance of Conditions

- (a) These Terms and Conditions are a contract between you and us.
- (b) You acknowledge that:
  - (i) the Shell Card is issued to you;
  - (ii) the Cardholder acts as your agent in using the Shell Card;
  - (iii) you are responsible for ensuring that any person you authorise to use the Shell Card is aware of obligations as your agent under these Terms and Conditions; and
  - (iv) the first use of the Shell Card confirms your acceptance of these Terms and Conditions.

### 3. Shell Card

- (a) Each Shell Card will be identified with:
  - (i) a unique card number;
  - (ii) your name;
  - (iii) the relevant vehicle’s registration number or “POOL VEHICLE” (as applicable);
  - (iv) the relevant driver’s name or “ANY DRIVERS” (as applicable);
  - (v) the Products which may be purchased using the Shell Card; and
  - (vi) the Shell Card expiry date.
- (b) We will issue a PIN for each Shell Card on request. The use of a PIN is mandatory at truckstops at which our Products are sold and, if you have requested compulsory PIN entry, all sites processing transactions electronically.
- (c) Each Shell Card is subject to Purchase Limits (which we may vary from time to time).
- (d) You may:
  - (i) reduce the Purchase Limits; and/or
  - (ii) impose a monthly Purchase Limit,
 on each Shell Card by selecting the relevant boxes on the Shell Card Application Form.

### 4. Use of Shell Card

- (a) Shell Card may only be used in New Zealand.
- (b) Where a Shell Card is issued with a vehicle registration number, you are responsible for ensuring that the Shell Card is only used in connection with the vehicle bearing that registration number.
- (c) Where a Shell Card is identified with a driver’s name, you are responsible for ensuring that the Shell Card is only used by the named driver.
- (d) When using the Shell 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

- (a) The Shell Card remains our property at all times.
- (b) You agree to return or destroy any Shell Card issued to you when the relevant Shell Card is cancelled or replaced, when we ask you to or if your Account is closed.

### 6. Security and Loss of Shell Card

- (a) You are responsible for ensuring the safe custody and authorised use of the Shell Card and PIN.
- (b) In particular, you must not record the PIN on the Shell Card or documents kept with the Shell 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.
- (c) 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 on becoming aware that:
  - (i) the Shell Card is lost or stolen;
  - (ii) the PIN has become known to someone who is not authorised to use the Shell Card; or
  - (iii) the Shell 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

- (a) We may cancel or suspend the Shell Card and your right to use the Shell Card or close your Account at any time without notice.
- (b) You may suspend or cancel the Shell 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.
- (c) If your Shell Card is cancelled or suspended or your Account is closed, whether by you or us, you must:
  - (i) pay the balance outstanding on your Account within 7 days; and
  - (ii) promptly on our request return the Shell Card to us or destroy it.
- (d) You are liable for any use of a cancelled Shell Card unless and until the Shell Card is returned to us.

### 8. Purchases

- (a) The Shell Card may only be used to purchase the Products identified on the Shell Card. Purchases may be made at any Shell Card Merchant accepting the Shell 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 Greenstone Customer Service Centre. Greenstone does not guarantee acceptance of the Shell Card at every outlet listed.
- (b) 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.
- (c) 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 Greenstone.

### 9. Fees

- (a) You must pay the following fees:
  - (i) the current Transaction Fee; and
  - (ii) the current Monthly Card Fee.
- (b) We will give you 30 days written notice of any change to the Transaction Fee or Monthly Card Fee.
- (c) We reserve the right to introduce a fee for the issue or replacement of any Shell Card. We will give you 30 days written notice of the introduction of, or change to, any Shell Card issue or replacement fee.

### 10. Tax Invoice

- (a) We will send you a tax invoice in respect of your Account at agreed intervals. The tax invoice will detail:
  - (i) the total amount of any purchases on the Shell Card;
  - (ii) the Monthly Card Fee;
  - (iii) the Transaction Fees; and
  - (iv) the GST payable.
- (b) 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.

- (c) 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 you do not pay an invoice when due, you agree that we may:

- (i) immediately take steps to prevent further use of the Shell Card;
- (ii) charge interest on any overdue amounts. Interest will accrue at the ANZ National Bank Limited's Business Bank Indicator Rate plus 4% per annum until such time as the overdue amount is paid in full;
- (iii) reverse any discounts granted to you in respect of the outstanding balance on the Account; and/or
- (iv) undertake or arrange for a third party to undertake collection activities in order to recover the amount of debt, in which case 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

- (a) 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.
- (b) 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 written 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/is unable to supply your 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 or your directors (if you are a company) immediately upon a change being effected.

#### 17. Change of Bank Account

You must:

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

#### 18. Notice to you

- (a) When we give notice to you under these Terms and Conditions, we will give notice by post, email 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 email, you will be deemed to have been notified on the date the email is sent. Where we give notice by facsimile, you will be deemed to have been notified on the date of transmission of the facsimile provided at the time

specified in the facsimile transmission report which evidences full transmission.

- (b) 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) as notified.

#### 19. Notice to Us

Where you give notice to us under these Terms and Conditions, you must give notice either by hand or facsimile to the address or facsimile number set out at the bottom of these Terms and Conditions. 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 Shell Card transactions, whether or not you are primarily liable for the impost or charge.

#### 22. Privacy Policy

- (a) You acknowledge that, when we process your application for a 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", 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 the following purposes:
  - (i) to administer your Account; and
  - (ii) to develop and market products or services that may meet the needs of your business; and
  - (iii) to enable us to comply with any relevant laws and regulations.
- (c) We will not sell, trade or rent any personal information you provide to us to any third party.
- (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 to the following parties:
  - (i) other business units within our group of companies;
  - (ii) other providers of credit and credit reference and reporting agencies and debt collection agencies.
- (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.

#### 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 your 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 us

Address:  
Greenstone Energy Limited  
3 Queens Wharf  
PO BOX 2091  
Wellington  
Telephone: 0800 474 355  
Facsimile: 0800 743 553