



APPLICATION FORM FOR ON-FARM FUEL

If you need any assistance or are unsure about anything within this form, contact the Customer Service Team on **0800 731 266**. Please forward the completed application to your local store or mail to **FREEPOST FARM SOURCE, PO BOX 9045, HAMILTON 3240** attn: **Credit** or email your form to nzfss.credit@fonterra.com

FARM SOURCE ACCOUNT DETAILS

Account name		Account No. <input type="text"/>	
Supply No. <input type="text"/>	Phone No.	Email	Contact Name
Account address		Delivery address	
		Fire/RAPID No.	
		Road	
		Area/Town	

ON-FARM FUEL PROVIDER

Name of chosen provider:

Approx Annual litres required: Diesel L Unleaded 91 L

DELIVERY SITE INFORMATION

Location of tank/s on the property (written description)	Is tank on tanker track	Is your tank/s clearly identified
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

SITE SAFETY COMPLIANCE CHECK LIST (Y = YES OR N = NO / PLEASE CIRCLE)

Is there 'all weather' access?	Y/N	Tank signage is easy to read? (stickers and ID tags)	Y/N	Is the tank and its supports, sound and secure?	Y/N
Access suitable truck & trailer?	Y/N	Tank has calibrated dip stick?	Y/N	Is the tank on solid level foundation?	Y/N
Are overhead hazards present? (power lines, trees)	Y/N	Tank has ventilation pipe? (min 25mm)	Y/N	Is the ladder in sound condition & secured to tank?	Y/N
Will any reversing be required on site?	Y/N	Would a spill contaminate a drain or water way?	Y/N	Are the tanks/fittings/pumps/hoses leak free and undamaged?	Y/N
Can the truck drive in and out from the road in a forward position?	Y/N	Are any ignition/combustible source >15m away from petrol tank & >6m away from diesel tank?	Y/N	Would any underground diesel tanks be filled?	Y/N
Site access and tanks fill point easy to access, hard surface, free of equipment & debris?	Y/N	Are Petrol & Diesel tanks ≥ 20m from high intensity land use or areas of regular habitation i.e. house, smoko building?	Y/N	Do they have appropriate certification?	Y/N
				Can a copy be provided?	Y/N
Is the tank assembly secured to the ground?	Y/N	Diesel tank ≥ 6m from any farm shed?	Y/N	If you answered yes to the above, do your underground diesel tanks have appropriate certification?	Y/N
				Can a copy be provided?	Y/N

Fuel type	Tank size	Pump	Gravity	Access hours/days: ie. 24/7, night/day	Access (please tick):
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Truck only <input type="checkbox"/> Truck and trailer
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	

Are there any locks/padlocks? (Y = yes or N = no)

Key Combination

Are the tanks banded? (Y = yes or N = no)

Required first date of delivery (if any)
Note: Applications take minimum 3 weeks to process for compliance.

Delivery frequency	Peak season <input type="text"/> to <input type="text"/>	<input type="checkbox"/> 4 weekly	<input type="checkbox"/> 8 weekly	<input type="checkbox"/> 12 weekly
	Low season <input type="text"/> to <input type="text"/>	<input type="checkbox"/> 4 weekly	<input type="checkbox"/> 8 weekly	<input type="checkbox"/> 12 weekly

ACCOUNT HOLDER AUTHORISATION

Proof of Identification (not required for Fonterra Shareholders)
 (NZ Driver's Licence and version number or Passport number). Attach copy of identification provided

Signature

Print name Date

Please attach photos of your tank and site to this application. Applications without photos will cause delays in processing. Please note: Applications for delivery to tripod tanks will not be accepted due to non-compliance



TERMS OF SUPPLY OF GOODS AND SERVICES

Farm Source, PO Box 9045, Hamilton 3240

The following terms and conditions ("Terms of Supply") apply to all purchases of goods and services from us and any credit facilities we provide to you.

1. DEFINITIONS

- For the purposes of these Terms of Supply or otherwise:
- 1.1 "Account Application Form" means the Farm Source account application form for a Farm Source Account or Card whether online or otherwise.
 - 1.2 "Account Holder" means the person or entity in whose name one or more Farm Source Account(s) is/are opened and is deemed to include each Guarantor and, where the context permits, is deemed to include any director, agent, contractor, employee or representative of the Account Holder.
 - 1.3 "Additional Cardholders" means any person or entity who is approved by us to have an additional Card linked to a Farm Source Account. If a natural person, the Additional Cardholder must be at least 18 years of age.
 - 1.4 "BFS" means Bulk Feed Supplements and includes, but is not limited to, Palm Kernel Expeller, Biscuit Cereal Meal, Canola Meal, Kibbled Maize, Molasses and Molasses Xtra.
 - 1.5 "BFS Orders" means the order form that is completed for the sale and purchase of BFS.
 - 1.6 "Card" means any card that is issued to you and is linked to the Farm Source Account. It may include but is not limited to a Fuel Card, RD1/Farm Source Super Card, or Farm Source Rewards Card.
 - 1.7 "Cardholder" means the person who is named on the Card.
 - 1.8 "Credit Limit" means the credit limit from time to time specified by us in our absolute discretion.
 - 1.9 "Default Interest" means the interest rate shown on your Statement or if no interest rate is shown two percent per month compounding on the 20th of the month.
 - 1.10 "Delivery Point" means any delivery address specified by you when placing the Order or any address otherwise notified to us by you and agreed to by us.
 - 1.11 "Direct Supply Goods" are Goods that are delivered to you direct from the manufacturer or distributor. Direct Supply Goods include, but are not limited to, bulk fertiliser and bulk fuel supplies.
 - 1.12 "Farm Source" or "New Zealand Farm Source" or "NZ Farm Source" means RD1 Limited.
 - 1.13 "Farm Source Account" means any credit account created in accordance with these Terms of Supply.
 - 1.14 "Farm Source Purchase Order" means a document issued by us containing a request for Goods to a third party merchant.
 - 1.15 "Goods" means any goods or services that you have ordered or purchased from us, or we provide to you.
 - 1.16 "Guarantor" means each guarantor named in the Account Application Form and any other person or entity who gives a guarantee to us, and where the context permits, includes any agent, contractor, director, employee or representative of the Guarantor.
 - 1.17 "Order" means any request by you to purchase Goods from us, including any Order placed on the Site.
 - 1.18 "Partnering Companies" means any company or person that you have authorised us to pay on your behalf.
 - 1.19 "PPSA" means the Personal Property Securities Act 1999.
 - 1.20 "Sales Order" means purchases of Goods by you from a third party merchant using a Farm Source Purchase Order.
 - 1.21 "Statement" means the monthly transaction record of transactions on your Farm Source Account.
 - 1.22 "Site" means any website operated by us and includes www.RD1.co.nz, www.RD1.com, and "nzfarmsource.co.nz".
 - 1.23 "Terms of Supply" means these Terms of Supply as amended from time to time at our absolute discretion.
 - 1.24 "We", "our" or "us" means any and all of:
 - (i) RD1 Limited;
 - (ii) RD1 Limited's successors;
 - (iii) RD1 Limited acting in its capacity as a selling agent for any principal;
 - (iv) RD1 acting for approved merchants;
 - (v) Any other company which is related to any company specified above in the manner provided in section 2(3) of the Companies Act 1993; and
 - (vi) RD1 Limited trading as Farm Source, New Zealand Farm Source or NZ Farm Source.
 - 1.25 "You" or "your" means the purchaser or intending purchaser of the Goods from us, the Account Holder, any person signing, agreeing to or completing the Account Application Form on behalf of the Account Holder, the Cardholder and any Additional Cardholders and includes any agent, contractor or representative of them.

2. THE CONTRACT

- 2.1 You agree to accept and be legally bound by these Terms of Supply where you apply for a Farm Source Account, use your Farm Source Account, or purchase Goods from us, each transaction will form a legal contract between you and us.
- 2.2 At all times your transactions with us are governed by these Terms of Supply or the then current Terms of Supply as varied from time to time by us by notice in writing, and/or as changed on any Site.
- 2.3 Acceptance of Terms of Supply including any updated terms (by any method) does not release, limit or adversely affect any prior personal guarantee or security granted.
- 2.4 You acknowledge and agree that both you and us have or will accept these Terms of Supply electronically, and consent to accept electronically these Terms of Supply, the Direct Debit Authorisation, and the Privacy consent under clause 22.
- 2.5 By accepting our Terms of Supply electronically you warrant that you have authority to accept them on behalf of the Account Holder. Subject to clause 2.7, where you accept these Terms of Supply on behalf of another person, you agree that you will be personally liable for all of the obligations under these Terms of Supply as if you were the Account Holder.
- 2.6 Where you are not an individual or authorise another person or other persons to operate the Farm Source Account, it is your responsibility to ensure that such persons comply with the terms of this Agreement.

- 2.7 Where you are applying for a Farm Source Account or Card, you warrant that you are the Account Holder. You must not authorise another person to do this on your behalf.
- 2.8 You consent to receive disclosure, notices and other communications from us in electronic form, whether by means of publication on a Site, email or other electronic communication.

3. FARM SOURCE ACCOUNT

- 3.1 We may allow you to open and hold a Farm Source Account. A Farm Source Account provides the Account Holder with a debit account against which authorised transactions can be charged.
- 3.2 You authorise us to pay amounts that you owe Partnering Companies on your behalf and we will then charge that amount to your Farm Source Account. You remain bound by the Partnering Companies terms and conditions and any disputes will be with the Partnering Companies. We will have no liability in respect of any payments made on your behalf.
- 3.3 We may impose such fees and charges as notified to the Account Holder from time to time and such fees and charges (if any) will be debited to the Account Holder's Farm Source Account.
- 3.4 The Account Holder is liable for all transactions, fees and charges charged to the Farm Source Account.
- 3.5 A Farm Source Account may be cancelled at any time by us. On notification of cancellation, the Farm Source Account Holder must immediately pay the outstanding balance and any other costs that we have incurred in respect of the Farm Source Account.

4. ORDERS AND DELIVERY

- 4.1 We are under no obligation to accept all or any of your Orders.
- 4.2 All Orders must be either paid for on the date specified by us or be charged to your Farm Source Account.
- 4.3 You must pay all delivery and insurance charges (if any) related to your Order.
- 4.4 We may, at your request, arrange delivery of your Order by other means or at other times but you will be required to pay for any additional costs we incur.
- 4.5 Orders will be delivered to the Delivery Point, if specified. We shall be entitled to assume that any person accepting delivery of the Goods is authorised to do so on your behalf.
- 4.6 If your Order includes Direct Supply Goods, we may increase the contract price to take into account any additional costs we incur in relation to them after the date of your Order.
- 4.7 We may at our discretion issue you with a Farm Source Purchase Order which enables you to purchase Goods from a third-party merchant and for the costs of the Goods to be charged to your Farm Source Account.
- 4.8 We will not receipt into our inventory, goods purchased via Sales Orders. We will however send you a tax invoice for the Goods which shall be paid by you in accordance with these Terms of Supply.
- 4.9 Any warranty issue or claim in relation to Sales Orders shall be between you and the third-party merchant. We are not liable for any Goods obtained from a third-party merchant under the Sales Orders.
- 4.10 Any cancellation of any Order will be at our discretion.
- 4.11 If any Orders that we have accepted are unable to be fulfilled we will notify you and will refund to you all valid payments received by us for those Goods.

5. STATEMENTS

- 5.1 If you are a Farm Source Account Holder, we will issue you with a Statement following the close of each calendar month. The Statement will provide details of all transactions during the month. If there has been no activity on the account in that month, a Statement will not be issued.
- 5.2 You are responsible for checking the Statement to ensure purchases are correct. Any disputed or unauthorised transactions appearing on the Statement must be notified to us within 10 days from the Statement date. If no notice is received within 10 days the transactions will be deemed to be correct. We reserve the right to reject any claim of error at our discretion.

6. CREDIT LIMITS

- 6.1 You will be advised of the Credit Limit for your Farm Source Account and any Cards linked to the Farm Source Account. You can make a request to us to change any of your Credit Limits.
- 6.2 The Credit Limit requested in the Account Application Form may not be the Credit Limit approved by Farm Source.
- 6.3 The Credit Limit for any Card will form part of the total Credit Limit for the Farm Source Account to which they are linked and will not be an additional Credit Limit.
- 6.4 The outstanding balance of a Farm Source Account shall not exceed the Credit Limit without our written approval. If at any time, the Farm Source Account balance exceeds the Credit Limit, the amount in excess of the Credit Limit will be immediately due and payable. Any such excess does not constitute approval from us as to an increase in the Credit Limit.
- 6.5 The Credit Limit may be increased, decreased or cancelled at the sole discretion of us, and any Farm Source Account may be cancelled by us at any time.

7. PAYMENT

- 7.1 Subject to paragraph 7.5, if you are a Farm Source Account Holder you must pay to us the amount in the Statement by the 20th of the month following the date of the Statement, without any set-off or deduction or counter-claim.
- 7.2 If you are not a Farm Source Account Holder, Cardholder, or Additional Cardholder you must pay us immediately for the Goods without any set-off or deduction or counter-claim.
- 7.3 Payment made by credit or debit card, may incur a surcharge.
- 7.4 We may deduct payments which are required to be paid to us including those payments we facilitate for third party merchants from any money owed to you by Fonterra Co-operative Group Limited or any of its related companies.
- 7.5 Notwithstanding clause 7.1, the outstanding balance of a Farm Source Account is repayable on demand or, failing demand, then on expiry, cancellation or withdrawal of the Farm Source Account.
- 7.6 When we make payment to suppliers for Goods you have purchased we may receive a rebate, commission or fee from the supplier for providing marketing and billing services.

- 7.7 When we are acting as an agent, or facilitating payment of a third-party account, we may receive a commission and/or an administration/marketing rebate from the vendor and/or the purchaser.

- 7.8 When we are facilitating payment of a third-party account, we may, at our discretion, charge an administration fee to you for providing the payment facility service.
- 7.9 From time to time we may offer certain pricing promotions or discounts in relation to the supply of Goods and Services and these are provided at our absolute discretion. We reserve the right to amend such pricing promotions or discounts or withdraw them at any time in our sole discretion upon reasonable notice to you.

8. OVERDUE PAYMENTS

- 8.1 You must pay Default Interest on overdue amounts. We may change the rate of Default Interest from time to time and we will advise you of any change on your monthly statement.
- 8.2 Every overdue payment reminder letter we send to you will incur an administration fee.
- 8.3 You must immediately pay all costs (including legal costs on a solicitor-client basis) incurred in collecting or attempting to collect your overdue payments and any costs incurred by us due to your breach of these Terms of Supply.
- 8.4 We can reverse any discounts or rebates obtained by you if payments are overdue.

9. CARDS

- 9.1 You may at our discretion be entitled to have a Card linked to your Farm Source Account. Only the Cardholder may use the Card.
- 9.2 You may also apply for Additional Cardholders to have a Card linked to your Farm Source Account.
- 9.3 The Cardholder and any Additional Cardholder in using the Card, accept to be bound by these Terms of Supply.
- 9.4 The Account Holder will be liable for the Cardholder's, any Additional Cardholder's or any other person's use of a Card as if the Account Holder had used it personally.
- 9.5 The Cardholder is liable for any transactions effected on the Cardholder's Card. Any Additional Cardholder is liable for any transactions effected on that Additional Cardholder's Card.
- 9.6 We may levy an annual charge for each Card on your Farm Source Account.
- 9.7 The Cards are issued by us and remain the property of us. Except for a Fuel Card which remains the property of the issuing fuel company at all times. We control the use of the Cards and you are accountable to us for its use at all times.
- 9.8 Each Card will contain a unique card number, the Farm Source Account number, a name and an expiry date. You must sign your Card.
- 9.9 You must load a Personal Identification Number ("PIN") onto each Card. You must keep this confidential. If you enter the incorrect PIN three (3) consecutive times the card will be automatically locked and unavailable for 24 hours. Your Card will be automatically be reset after 24 hours.
- 9.10 When using the Card you must either use a PIN or sign for the purchase. By doing this you are authorising the purchase and the purchase will be charged to the Farm Source Account. You are responsible for making sure the correct sale amount is entered.
- 9.11 Cards will only be accepted by participating merchants or fuel outlets in New Zealand. You cannot cancel a transaction charged to your Card. We will not be liable for:
 - (a) any failure of participating merchants to supply goods or services;
 - (b) the refusal of any merchant to accept your card or to decline payment by the Card; and
 - (c) the quality or fitness for purpose of any of the Goods purchased using your Card.
- 9.12 Any claim must be made against the merchant with your proof of purchase.
- 9.13 You must contact us immediately if:
 - (a) Your Card is lost, stolen or in the possession of someone else;
 - (b) You become aware that your PIN has become known to someone else; or
 - (c) You become aware that your Card has been misused.
- 9.14 You are required to give all information and assistance to us regarding the loss or misuse of the Card to enable us to investigate. We may give this information to anyone assisting with the investigation. Until we receive notice, you are liable for any transactions on the Card. A fee will be charged to replace lost or stolen Cards.
- 9.15 We may cancel or suspend your right to use your Card at any time. Once notified of such action, you must immediately return the Card to us. You will be required to pay all outstanding amounts on your Farm Source Account immediately.
- 9.16 You may cancel or suspend your Card at any time by forwarding a written request to us, and having this approved.

10. OWNERSHIP

- 10.1 We will remain the owner of the Goods you purchase from us until all sums you owe us, for any reason, are paid in full in clear funds, even if you incorporate the Goods with other products.
- 10.2 We can always enter premises where the Goods are located (or we believe them to be located) and take possession of and/or remove them while we remain the owner (regardless of s109 of the PPSA).
- 10.3 If you wish to resell any Goods before you become the owner, you may do so only if the sale is genuine and made in the ordinary course of your business. You must then promptly account to us for the proceeds of the sale, and hold the proceeds in trust for us until you do so.
- 10.4 You acknowledge that these Terms of Supply create a security interest as defined in the PPSA in favour of us in any Goods and any proceeds of Goods and any existing or future rights in relation to Goods and that we may at any time register a financing statement on the Personal Property Securities Register to protect our security interest in the Goods.

- 10.5 You will not permit any third party security interest to subsist in relation to the Goods.
- 10.6 You will not change your name or other details without first notifying us in writing at least 14 days before such change takes effect.
- 10.7 While we retain ownership of Goods in your possession or under your control, you must properly store and secure the Goods, and insure the Goods for their full replacement value until the Goods are sold pursuant to clause 10.3 above or consumed in the ordinary course of your business.

11. RISK

- 11.1 Except to the extent otherwise provided in these Terms of Supply, risk in the Goods will pass to you on delivery even though we may remain the owner of them.

12. SECURITY

- 12.1 You and each Guarantor hereby charge in favour of us all your present and after-acquired property on the terms contained in the latest Auckland District Law Society General Security Agreement.
- 12.2 You and each Guarantor(s) hereby mortgage in favour of us all interests in land you own (whether now or in the future). The mortgage terms will be those contained in the Auckland District Law Society all obligations mortgage form.
- 12.3 You and each Guarantor hereby irrevocably appoint us and each of our directors (jointly and severally) to be your attorney to sign in your name and on your behalf any document required to effect registration of a mortgage against the title to any land.
- 12.4 The securities granted in this clause shall secure all obligations owed to us from time to time, presently or in the future.
- 12.5 Nothing in sections 114(1)(a), 120, 122, 133 or 134 of the PPSA applies. Your rights in sections 114(1)(a), 116, 120(2), 121, 125, 129, 131, 133, 134, and 148 of the PPSA do not apply unless we are the purchaser. You waive your right under the PPSA to receive a copy of any verification statement or any financing change statement.
- 12.6 We may at our sole discretion register a security interest on behalf of a vendor when acting as agent but has no obligation to do so.

13. CONSUMER GUARANTEES ACT 1993

- 13.1 When you purchase Goods from us for business purposes then the guarantees and rights expressed or implied in the Consumer Guarantees Act 1993 in your favour do not apply to those Goods.

14. WARRANTIES

- 14.1 All warranties, conditions or obligations imposed on us by statute at law, in equity or otherwise, are expressly excluded except to the extent that we cannot lawfully exclude them.
- 14.2 We give no representations or warranties as to the quality or condition of the Goods or that the Goods are fit for purpose.
- 14.3 You represent and warrant to us that:
- the information provided by you is true and correct and there is no information that has not been disclosed to us that would make any information untrue, inaccurate or misleading; and
 - if you are a company, you can satisfy the solvency test in accordance with section 4 of the Companies Act 1993.

15. LIMITATION OF LIABILITY

- 15.1 We will not be liable for any indirect, consequential, or economic loss, cost or damage or loss of profits, loss of revenue, loss of goodwill, or loss of anticipated savings incurred by you in connection with any act or omission of ours or in relation to any error, omission or representation in any information provided to you.
- 15.2 We will not be in breach of our obligations to you or be liable to you:
- for failure to deliver by a specified date;
 - for loss caused by anything which is beyond our control; or
 - where we are refused a permit or permission to import the Goods.
- 15.3 Our liability to you for all claims (whether in contract, tort (including negligence), or by virtue of a breach of any statutory duty or otherwise) is otherwise limited to the value of the Goods supplied by us and associated with your claim or subject to the rest of this clause 15, the damage or loss you actually incur or suffer, whichever is less.
- 15.4 We may, at our option, either:
- replace defective Goods; or
 - pay you the price you paid us for the defective Goods.
- 15.5 We will not however replace or pay for any defective Goods:
- unless you notify us of the defect within 14 days of delivery of the Goods to the Delivery Point;
 - unless you allow us to fully investigate your claim and, if requested, return a sample of the Goods to us for inspection; and
 - if you attempt to modify or repair the Goods.
- 15.6 You agree that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 are contracted out of where you are in trade and the Goods are acquired by you in trade.
- 15.7 This clause will not apply to the extent that the law prohibits us from limiting our liability.

16. DEFAULT AND CANCELLATION

- 16.1 You are in default if:
- payment due from you to us is overdue;
 - in our opinion you are unlikely to be able to immediately pay your debts to us;
 - you exceed the Credit Limit on your Farm Source Account or any Cards;
 - you, being a body corporate, go into liquidation, receivership or voluntary administration;
 - you being a person, become bankrupt; and/or
 - you breach any term of these Terms of Supply or are in default of any of those terms.
- 16.2 If you are in default:
- we shall be entitled to cancel all or part of your Orders accepted by us;
 - all amounts you owe us whether due for payment or not, will be immediately due and payable;
 - we may reclaim any Goods in your possession or control and dispose of them for our own benefit as we think fit; and

- you will be liable to us for all costs (including legal costs on a solicitor-client basis) and damages incurred as a result of the default.

17. DISPUTE RESOLUTION

- 17.1 If a dispute arises the disputing parties must first discuss the dispute and, in good faith, try and settle it.
- 17.2 If the dispute cannot be resolved, you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New Zealand and agree that the courts are a convenient forum to resolve any dispute.

18. AGENCY

- 18.1 When acting as an agent we will not be responsible or liable in any way for anything done or not done by or on behalf of the principal, including non-payment of any amount owed by the principal. We give no assurance as to the financial or other position of the principal.
- 18.2 When Goods are sold by us as agent, you acknowledge the terms of trade of the principal apply. You should obtain from the relevant principal's website, or ask the principal for, a copy of those terms of trade and read them before you place your Order.

19. LIVESTOCK ADDITIONAL TERMS

- 19.1 In addition to these Terms of Supply, the terms as detailed on the reverse of the Farm Source Livestock Sale Note or Farm Source Livestock Contract for Forward Sale and Purchase shall apply to livestock purchases.
- 19.2 Specifically, the following terms shall apply to the sale and purchase of livestock and shall override these Terms of Supply where inconsistent:
- the payment shall be made to us without deduction or setoff within 12 days of the date recorded for delivery;
 - the livestock shall be at the risk of the purchaser from the earlier of:
 - 12.00 noon on the date of delivery; or
 - the time of actual delivery by the vendor to the purchaser; and
 - delivery shall be deemed to take place when the livestock either cross the tailgate of the purchaser's nominated carrier or, if driven on foot, leave the vendor's property. The vendor will care for the livestock prior to delivery.

20. BULK FEED SUPPLEMENTS ADDITIONAL TERMS

- 20.1 This clause applies, in addition to the rest of these Terms of Supply, where the Goods supplied by us are BFS.
- 20.2 You agree to purchase the quantity of goods at the contract price set out in each BFS Order. The monthly volumes specified in the BFS Order are binding monthly volumes that you agree to purchase (not estimates).
- 20.3 We shall use reasonable endeavours to supply the BFS to you in the shipment period specified in the BFS Order. You may request us to delay the supply of the BFS if such a request is made to us at least 7 days prior to the date for final delivery. We may at our discretion grant such an extension but shall be entitled to charge you any additional costs incurred (directly or indirectly) as a result of that delay including (but not limited to) storage costs and forgone interest on the contract price.
- 20.4 In the event that you are not able to accept delivery of all or part of the BFS Order in the shipment period detailed in the BFS Order, we are not under any obligation to re-deliver the relevant BFS to you and may declare you in default for the BFS which was not delivered, unless you have extended the shipment period as detailed in the preceding clause. In the event of default by you under this clause (in addition to any other rights under these Terms of Supply) we:
- may charge you all storage, haulage, interest charges and other costs incurred due to your default; and
 - shall have the right to cancel all or part of the contract and resell the BFS which was not delivered.
- 20.5 If you fail to pay the contract price or any other amount payable to us on the due date for payment then without limiting in any way any of our other rights:
- we shall be entitled to stop delivery of the BFS and you shall pay all costs and expenses incurred as from the due date for payment including all costs of storage and insurance; and
 - we shall have the right to cancel all or part of the contract and be entitled to sell the BFS at any time on such terms as we shall determine.

21. ONLINE PURCHASING PROVISIONS

- 21.1 You can Order Goods through the Site if you are over 18 years of age. Your access to and use of the Site is governed by these Terms of Supply and the Terms of Use of the Site.
- 21.2 By placing an Order you agree to be bound by, and comply with, these Terms of Supply.
- 21.3 All prices listed on the Site are in New Zealand dollars and are inclusive of GST. Prices may not include delivery and handling charges.
- 21.4 We reserve the right to alter prices at any time for any reason but once an Order is confirmed as accepted the price applying to the Order will not alter.
- 21.5 You and we may enter into a contract for the sale and supply of Goods by you making an Offer via the Site by:
- placing an electronic Order using the Site;
 - you confirming the Order in accordance with the procedure on the Site and this electronic instruction is recorded in our database and a record stored;
 - you making payment by:
 - charge to your Farm Source Account; or
 - payment via the DPS secure payment gateway facilities. Payments will be subject to any terms and conditions of the facility providers and you authorise us to debit the amount that is payable for an accepted Order from your nominated card; and
 - our acceptance of the Offer. We will confirm electronically whether the Order is accepted. We will provide you with a tax receipt for the Order. If your Order is not accepted then your payment will be refunded to you.
- 21.6 Products may not be available for immediate collection or delivery.
- 21.7 If you elect to collect the Order from one of our stores the relevant store will contact you when the Order is ready for collection. If you do not collect the Order within 21 days

the Goods may be allocated to another customer and your Order will need to be reordered. Photo identification will be required to collect the Order.

- 21.8 If you elect to have the Order delivered you will need to advise a Delivery Point. We will notify you of the anticipated delivery date for the Order.
- 21.9 We shall be entitled to assume that any person accepting delivery of the goods is authorised to do so on your behalf.
- 21.10 We may immediately suspend, terminate or limit your access to and use of the Site.
- 21.11 We may stop making the Site (or any part of it) available without prior notice. If so, any Orders that we have accepted will not be affected unless the Goods that have been ordered are no longer available or we are prevented from supplying the Goods, in which case we will notify you and will refund to you all valid payments received by us for those Goods.

22. USE OF INFORMATION AND PRIVACY

- 22.1 We will collect, hold, use and disclose your personal information in accordance with the Privacy Act 1993.
- 22.2 You authorise us to collect, retain and use any information about you for the purpose of:
- Providing Goods to you, managing your Farm Source account or relating to your dealings with us and our related companies, including direct marketing or marketing research;
 - Communicating with third parties who provide services to us in relation to online shopping, or direct marketing or marketing research. These may include mailing houses, call centres, gateway providers, delivery service providers and organisations that assist us to check for or prevent unauthorised or fraudulent transactions; and
 - Communicating with credit reporting agencies and other third parties in relation to credit checking, credit enquiries, credit defaults and credit reporting. You acknowledge that the information provided to the credit reporting agencies may be disclosed to third parties undertaking credit checks. You also acknowledge and agree that it will be used to update and maintain credit information files and will be accessed by customers of the credit reporting agencies.
- 22.3 You authorise us to disclose any information obtained to any person for the purposes set out above.
- 22.4 If you are a natural person, the authorities under clauses 22.2 and 22.3 are consents for the purposes of the Privacy Act 1993.
- 22.5 You must provide us with true and correct information and must notify us of any change in circumstances which may affect the accuracy of the information provided.
- 22.6 All of your personal information will be held by Farm Source where it can be inspected and corrected by you.
- 22.7 We may transfer your personal information to others in countries outside New Zealand. We will only do this within the scope of the preceding clause.
- 22.8 You may access your personal information by logging into your registered Farm Source Account or by contacting us.

23. ASSIGNMENT

- 23.1 You shall not transfer or assign your rights, powers or obligations without our written consent. For the purpose of this clause a change in the effective management or control of the Farm Source Account Holder will be deemed as an assignment.
- 23.2 We and our successors and assigns may in our absolute discretion, without the consent or notice to the Farm Source Account Holder, transfer or assign our rights or obligations under these Terms of Supply to any other person or entity.

24. WAIVER & REMEDIES

- 24.1 If we delay or do not exercise any of our rights or remedies under these Terms of Supply or otherwise at law, that will not be a waiver of the right or remedy and will be without prejudice to any rights we have.
- 24.2 Any waiver or consent we give you must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

25. SEVERABILITY

- 25.1 If part of these Terms of Supply is deemed to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

26. GOVERNING LAW

- 26.1 These Terms of Supply will be governed by New Zealand law and you agree to submit to the non-exclusive jurisdiction of the New Zealand Courts.
- 26.2 The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

27. INDEMNITY

- 27.1 To the maximum extent permitted by law, you indemnify us against all damages, costs, losses (including loss of revenue, business goodwill, anticipated savings, and any other direct or indirect or consequential loss) or liabilities which may arise directly or indirectly in respect of the Goods or their use or operation by you.

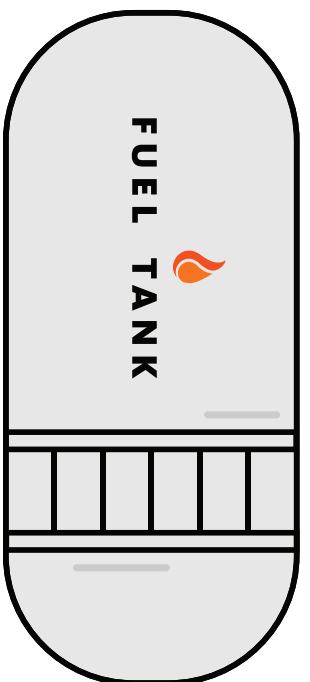
28. FORCE MAJEURE

- 28.1 We will not be in breach of these Terms of Supply and will not be liable to you for costs or delay attributable in whole or in part to action by any government or governmental agency or other external agency or event, including, without limitation, natural disaster or emergency, industrial action, civil disorder, equipment failure, banking or computer system disruption or interruption of power supplies or essential services or any other event (whether similar to the foregoing or not) out of our control.

29. ENTIRE AGREEMENT

- 29.1 Subject to any other agreement entered into between you and us, these Terms of Supply constitute the entire agreement and understanding between the parties and supersedes all prior discussions and agreements covering the subject matter of these Terms of Supply.
- 29.2 These Terms of Supply apply notwithstanding any provision to the contrary expressed or implied in any of your terms of trade or other documents.
- 29.3 To the extent of any inconsistency between these Terms of Supply and any other agreement entered into between us and you (only where the agreement has been prepared by us), the specific terms of the other agreement will prevail.

ISOLATION DISTANCES FOR FARM FUEL STORAGE



SPILLS MUST NOT CONTAMINATE OR COME INTO CONTACT WITH

