

Part 2: Credit Reference Check Consent

Please signify your consent to the following by signing below:

- **I consent** to the collection by Valvoline New Zealand Limited of the personal information contained in the application submitted and for Valvoline and to use that information for the purposes outlined in the Collection Statement;
- **I consent** to Valvoline obtaining from a credit reporting business a credit report containing personal information about me (with respect to both commercial credit and consumer credit supplied to me) for the purposes of: ☐ assessing my organisation's application to Valvoline for trading account on deferred payment terms; and ☐ collecting payments that are overdue in respect of commercial credit provided by Valvoline to my organisation; and
- **I consent** to Valvoline obtaining personal information about me (with respect to both commercial credit and consumer credit supplied to me) from other credit providers, whose names I have provided to Valvoline or that may be named on a credit report for the purposes of assessing my organisation's application to Valvoline for trading account on deferred payment terms.

Signed**

..... Date:
Signature of director/proprietor

.....
Print name title (director, secretary etc)

..... Date:
Signature of director/proprietor

.....
Print name title (director, secretary etc)

..... Date:
Signature of director/proprietor

.....
Print name title (director, secretary etc)

..... Date:
Signature of director/proprietor

.....
Print name title (director, secretary etc)

**** Note – if additional signatures are required please attach a further signing sheet in the same format.**

Part 3: Details

TYPE OF BUSINESS ENTITY: ☐ Company ☐ Trust ☐ Partnership ☐ Sole Trader

We are requesting "Approved Buyer Status" and are a New Customer ☐ or Existing Customer ☐

CUSTOMER NAME ("Buyer"): **Company Number:** **NZBN:**
(It is essential that you advise us of the full/accurate name of your company, partnership, or business. For example, if yours is a corporate entity please state the full company name and "Pty Limited" or "Limited" as the case may be.)

CUSTOMER TRADING NAME:
(complete if different to registered company name, name of partners or name of sole trader otherwise state "as above")

IS THE CUSTOMER A TRUSTEE? ☐ Yes ☐ No

IF YES NAME OF TRUST:

(If yes please attach a copy of the

trust deed.)

Nature of Business:

Year of Commencement:

Number of employees:

Business Address: Post Code:

Postal Address: Post Code:

Phone No: (....)..... Fax No: (....)..... Email:

Bank: **Branch Manager:**

Branch Address: : Post Code: BSB (if any):

..... Account No: Telephone No: (....).....

Accounts Contact:

Name:

Email:

Phone no:

Facsimile no:

Directors, Partners, Principal's Names and Addresses: (If more than two persons, please attach a separate schedule, detailing all persons)

Name:

Phone no:

Home Address:

Date of birth:

Name:

Phone no:

Home Address:

Date of birth:

Have any of the above persons been declared bankrupt or had a petition of bankruptcy served upon them? **Yes** ☐ **No** ☐

ESTIMATED MONTHLY PURCHASE REQUIREMENTS: \$

TRADE/BUSINESS REFEREES:

Name:

Organisation:

Contact phone:

Organisation:

Name:

Contact phone:

Organisation:

Name:

Contact phone:

MASTER SUPPLY AGREEMENT

1. Definitions

1.1 The following terms have the following respective meanings in this agreement:

Approved Buyer means a Buyer approved by Valvoline for payment within the Specified Period (as opposed to cash on delivery).

Buyer means the customer specified in *Part 3: Details* and its successors.

Delivery occurs when the Buyer or its carrier or agent takes possession of Goods at Valvoline's warehouse, or when the Goods have been left by Valvoline's carrier at the nominated delivery address, as the case may be.

Goods means lubricants, car care products, wiper blades, brake pads and accessories supplied by Valvoline to the Buyer.

GST means goods and services tax under the Goods and Services Tax Act 1985.

Insolvency Event means if a party enters into bankruptcy, provisional liquidation, liquidation, receivership, receiver and managership, voluntary administration or if a mortgagee takes possession of any assets of a party whether by itself or by an agent or if a party ceases to trade or is unable to pay its debts as they fall due or if a party makes a compromise with its creditors or enters into a scheme of arrangement.

PMSI means a 'purchase money security interest' as defined in the PPS Law.

PPS Law means the Personal Property Securities Act 1999, as amended.

Price means the amount payable for the Goods as specified in the Price List applicable from time to time.

Price List means the list of Valvoline's prices as published by Valvoline from time to time.

Valvoline means Valvoline New Zealand Ltd, its successors and assigns.

Specified Period means 30 days from the date of Valvoline's invoice, if the Buyer is an Approved Buyer.

Warranty Period means the period of twelve months from the date of Delivery.

2. Application

2.1 This agreement is comprised of *Part 1 to Part 7*, inclusive. This agreement establishes the contractual terms that govern the supply of all Goods by Valvoline to the Buyer from time to time. All orders for and supplies of Goods are made under and governed by this agreement.

2.2 This agreement constitutes the whole agreement between Valvoline and Buyer and no other terms of sale, purchase order or other document will apply excepting those terms implied by statute which cannot be excluded or modified.

2.3 These terms and conditions cannot be varied unless Valvoline agrees in writing. Valvoline may vary these terms and conditions at

any time by notice to Buyer, so that the varied terms and conditions apply to future orders accepted by Valvoline, but not orders already accepted.

2.4 Unless otherwise agreed in writing by Valvoline, Valvoline may vary the Price List and its product list by giving the Buyer written notice, or on receipt of an order from the Buyer.

3. Orders

3.1 Valvoline may accept orders by phone, facsimile transmission, email (or, if made available by Valvoline) on-line at Valvoline's website. Buyer agrees that Valvoline is entitled to rely on an order that is signed by or appears to have been sent by or on behalf of Buyer.

3.2 An order is deemed to have been accepted by Valvoline only if it gives written notice to Buyer of acceptance or if it delivers the Goods, whichever is the earlier.

3.3 Until Valvoline accepts an order it has no obligation to supply the Goods.

4. Delivery

4.1 Unless otherwise agreed by Valvoline, Valvoline will arrange for the Goods to be delivered at Valvoline's expense by an independent carrier to the door at Buyer's nominated delivery address. Valvoline also reserves the right to pass any delivery charge to the Buyer as required.

4.2 All Delivery dates quoted to Buyer by Valvoline for the supply of Goods are estimates given in good faith only. Valvoline will not be liable for any delay or non delivery.

4.3 The Buyer must allow Valvoline access to the nominated address for delivery at reasonable times.

5. Price and Payment

5.1 The Price applicable to Goods purchased by the Buyer is in accordance with the Price List applicable from time to time (see clause 2.4).

5.2 Unless the Buyer is an Approved Buyer, the Buyer must pay the Price of and Delivery fees for the Goods and all other monies payable to Valvoline by cheque other payment method acceptable to Valvoline on Delivery.

5.3 If the Buyer is an Approved Buyer, the Buyer must pay the Price and all other monies within the Specified Period.

5.4 If the Buyer does not pay monies owing to Valvoline by the due date:

(a) The Buyer must pay interest on the unpaid amount at the rate which is 2% above the rate quoted by Valvoline's bank on commercial overdrafts of \$100,000.00;

(b) At the option of Valvoline, Valvoline may suspend the supply of Goods (including other orders already accepted by Valvoline) until such time as full payment is made by Buyer;

(c) At the option of Valvoline, Valvoline may require subsequent orders to be supplied on a "cash on delivery" rather than a delayed payment basis; and

(d) Valvoline can exercise its rights to repossess Goods under clause 7.

This clause and the exercise of any rights conferred by this clause does not prevent Valvoline from exercising other rights or remedies under this agreement or under the law. The Buyer must pay Valvoline, on an indemnity basis, all expenses, costs or disbursements incurred by Valvoline in recovering any unpaid monies including but not limited to debt collection fees, legal costs and disbursements.

6. GST

6.1 All sums specified by Valvoline as consideration for a supply of the Goods or any services under this agreement are specified exclusive of GST, unless the contrary is clear, and the amount of that consideration will be increased by an additional amount equal to the GST on that taxable supply. The Buyer must pay the GST on a taxable supply at the same time as the other consideration for that supply is paid.

6.2 For each taxable supply, Valvoline must provide the Buyer with a tax invoice which complies with the Goods and Services Tax Act 1985.

7. Title and Risk in the Goods

7.1 Valvoline remains the legal and beneficial owner of all Goods supplied to the Buyer under this agreement until all amounts due in respect of all Goods have been paid to Valvoline in cleared funds. This applies even if the Buyer installs the Goods or commingles the Goods with other things.

7.2 The Buyer must hold the Goods as Valvoline's fiduciary bailee and must keep the Goods physically separate from all other things purchased by the Buyer from other suppliers.

7.3 The Buyer must notify Valvoline of all premises at which it holds any Goods supplied under this agreement. The Buyer must allow Valvoline to enter upon its premises to inspect the Goods in its possession upon reasonable notice from time to time.

7.4 Valvoline may, without notice to the Buyer, enter at any reasonable time any premises where Goods are located (or believed by Valvoline to be located) and take possession of those Goods not paid for and any other Goods to the value of the amount owing if:

- (a) the Buyer fails to pay any amount (whether in part or whole) payable in respect of any Goods by the time required for payment;
- (b) the Buyer is the subject of an Insolvency Event; or
- (c) this Agreement is terminated, or becomes terminable at the option of Valvoline.

7.5 Valvoline's permission to enter the Buyer's premises for the purpose specified in the preceding subclause is irrevocable. The Buyer must co-operate with and render reasonable assistance to Valvoline's exercise of its rights and remedies under this clause 7. Valvoline is not liable to the Buyer in contract, tort or otherwise, for any costs, damages, expenses or losses incurred by the Buyer as a result of any action taken by Valvoline under this clause.

7.6 If any Goods belonging to Valvoline are sold or otherwise disposed of by the Buyer or if any insurance claim is made in respect of them, Valvoline is entitled to trace and receive the sale or insurance proceeds. The Buyer must notify Valvoline of all insurance claims made by it in respect of Goods. The Buyer must keep the proceeds of sale or insurance in a separate bank account on trust for Valvoline.

7.7 The Buyer must reimburse to Valvoline all costs incurred by Valvoline in exercising its rights under this clause.

7.8 On Delivery of Goods to the Buyer:

- (a) risk in all Goods will pass to the Buyer;
- (b) the Buyer must insure the Goods for their full value.

If Valvoline requests, the Buyer must demonstrate its compliance with this clause including by producing a copy of the insurance policy.

8. PPS Law

8.1 The Buyer grants to Valvoline a security interest in the Goods and the proceeds of resale thereof as security for all amounts owing by

the Buyer to Valvoline from time to time and for the performance of the Buyer's obligations under this agreement.

8.2 The Buyer waives its right under the PPS Law to receive a copy of any verification statement in respect of any financing statement or financing change statement registered by Valvoline in respect of the Goods.

8.3 Sections 114(1)(a), 133 and 134 of the PPS Law shall not apply to this Agreement and the Buyer waives all its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPS Law.

9. Consumer Guarantees Act 1993 ("CGA")

9.1 If the Buyer is not a consumer as defined in the CGA or the Buyer acquires or holds itself out as acquiring the Goods for the purposes of a business, nothing in the CGA will apply to the supply of the Goods, and the Buyer and Valvoline agree that it is fair and reasonable to contract out of the CGA in this regard.

9.2 In the case of any Buyer to which clause 9.1 does not apply, the provisions of this agreement will only apply to the extent that such provisions do not limit or exclude any provisions of the CGA and will take effect subject to the provisions of the CGA.

10. Limitation and Exclusion of liability

10.1 Other than terms implied by statute which may not be excluded or modified, and to the extent permitted by law, all terms other than those expressly contained in this agreement and express warranties or representations otherwise made by Valvoline, are excluded.

10.2 Subject to clause 9.1, and to any express warranty or representation otherwise made by Valvoline, Valvoline's liability for breach of this agreement, negligence or other tort or for breach of any warranty or term implied by statute is limited at its option to repair or replacement of the Goods, or payment of the cost of replacing the Goods or of obtaining similar Goods. In particular, Valvoline will not be liable for economic or consequential loss, loss of profit, loss of revenue lost cost savings or lost opportunity. Valvoline does not promise that repair facilities or spare supplies matching the Goods supplied will be available.

11. Set-off

11.1 Valvoline may set-off any amount owed by Valvoline to the Buyer on any account against amount owing on any account by the Buyer to Valvoline. Valvoline may do this at any time, whether or not the Buyer is in default and without giving advance notice.

12. Termination

12.1 A party may terminate this agreement for convenience at any time by giving 30 days' written notice to the other party.

12.2 A party may terminate this agreement if:

- (a) the other party is subject to an Insolvency Event; or
- (b) the other party commits a breach of this agreement that is not rectified within 14 days of the date of a notice from the first-mentioned party specifying the breach or breaches and (acting reasonably) what is to be done to rectify the breach or breaches.

13. Proper Law

13.1 These terms and this agreement are to be governed by the law of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

14. Notices

14.1 Any notice under this agreement will be delivered by hand (whether by the relevant party or its agent or courier) or sent by facsimile transmission to the address of the recipient party specified in *Part 3: Details* or as otherwise notified from time to time in writing. Any notice so delivered will be deemed to have been received on the date of such delivery or facsimile transmission unless the same shall be outside the hours of 9am to 5pm on business days (being a day other than a Saturday or Sunday or a public holiday where the notice is

served), in which case such notice will be deemed to have been served on the following business day.

15. Trust

15.1 If the Buyer is a trustee it enters into this agreement in its own personal capacity and in its capacity as trustee of the relevant trust, the

Buyer warrants that it has disclosed to Valvoline the existence of all trusts of which it is a trustee and that it is authorised to enter into this agreement under the relevant trust deed.

AN IMPORTANT NOTICE ABOUT PRIVACY

Please ensure that a copy of this statement is given to each director and other contact person whose name or other personal information is submitted with this form. By submitting this application you represent to Valvoline that this has occurred. Interpretation:

In this notice, a reference to:

“Valvoline” means Valvoline New Zealand Limited (NZBN 942 9039 064 738);

“my/your organisation”, as the case may be, means the party (of which you are a director or other officer) that applies to Valvoline to establish a trading account on a deferred payment basis;

“credit” means the supply by Valvoline of goods to your organisation on a deferred payment basis;

“Privacy Act” means the *Privacy Act 1993*.

Our Privacy Policy is available at www.valvoline.com.au

Notice under New Zealand Privacy Principle 3

You can contact Valvoline by phone on +61 02 8603 2300 - ask for the Privacy Officer; or by mail to Suite 603, Level 6, 2 Burbank Place, Baulkham Hills NSW 2153, attention: Privacy Officer, or via email at privacyofficer@valvoline.com.au.

Subject to certain exceptions, you have a right to gain access and correct any personal information which we hold about you. If you wish to do so please contact us as indicated above and we will respond within a reasonable period.

We will collect and hold personal information for the purpose of:

- a) assessing your (or your organisation's) request for deferred payment terms (Approved Buyer status);
- b) contacting you so as to enable us to manage your account and to fulfil our obligations to you or your organisation;
- c) (if applicable) interacting with you as a guarantor of your organisation's obligations to Valvoline;
- d) recovering monies owing to Valvoline from time to time; and
- e) retaining your information on our database so that we can advise you of services and products which we reasonably believe you may be interested in from time to time.

Personal information submitted with the Credit Application may be disclosed to organisations that provide us with financial services such as our bank, information technology services, marketing and promotional services and professional advisors, such as legal practitioners and accountants. We may also disclose that personal information to any person or organisation who may be interested in buying the whole or part of our business.

If you do not provide the information requested in this form, we may not be able to assess your request for delayed payment terms, to establish an account for you or to increase your credit limit as the case may be. In addition, you may not be able to participate in future offers of goods or services which we supply.

Please contact us as described above if any of your personal information in this agreement is or at any time becomes inaccurate, so that we can correct our records.

If you wish to complain about our use of your personal information or a potential breach of the Privacy Act 1993, please contact us as described above. You may also contact the Office of the Privacy Commissioner, Te Mana Matapono Matatapu.

Please note: Your nomination of trade referees for checking your credit history or that of your organisation will be construed as your consent to our contacting them and obtaining a full and frank reference report with respect to those or other matters we believe to be relevant to your application for deferred payment terms.

Part 6: Credit Card Authorisation

This authorisation and request is in respect of proposed debits to be made to the Cardholder's Credit Card Account at the direction of Valvoline New Zealand Limited ("Valvoline"), in satisfaction of various amounts incurred by the Accountholder under various trading and sale agreements and arrangements that the Accountholder has with Valvoline (the "Agreements" or "Agreement").

The Cardholder requests and authorises Valvoline, subject to the terms and conditions herein, to direct the financial institution where the Credit Card Account is held (the "Relevant Financial Institution") to debit from the Cardholder's Credit Card Account amounts that become due, payable or owing by the Accountholder to Valvoline under any Agreement.

Valvoline agrees that any amount so debited to the Cardholder's Credit Card Account will be applied in satisfaction against any amount owed by the Accountholder to Valvoline under any Agreement. Amounts debited from the Cardholder's Credit Card Account against monies due, owing or payable by the Accountholder may be applied in such amounts, against such Agreements and in such order as Valvoline determines in its absolute discretion.

The Cardholder agrees to advise Valvoline immediately if, for any reason whatsoever, the Relevant Financial Institution is or will be unable to debit the Credit Card Account for any amounts as contemplated by this agreement. In such circumstances, the Cardholder agrees to organise an alternative method of payment and make payment by the due date being the date notified by Valvoline to the Cardholder on which it intended to next direct the Relevant Financial Institution to debit the Credit Card Account under the relevant Agreement.

If Valvoline directs the Relevant Financial Institution to debit the Credit Card Account of the Cardholder, and that Relevant Financial Institution declines for any reason whatsoever to debit that Credit Card Account, the Cardholder authorises Valvoline, in addition to any other rights Valvoline may have under any Agreement, to make continuous

The Cardholder authorises:

- Valvoline to verify the details of the Credit Card Account and Cardholder with the financial institution where the Credit Card Account is held.
- The financial institution where the Credit Card Account is held to release information allowing Valvoline to verify account details.
- Valvoline to disclose information to the Relevant Financial Institution and Valvoline's financial institution for the purposes of investigating any claim connected with an alleged incorrect or wrongful debit to the Credit Card Account.

CARDHOLDER'S DETAILS

Cardholder's Name: _____
(As it appears on the Credit Card, known in this form as the "Cardholder")

Address: _____
(Address of Cardholder)

Business No.: _____ Home No.: _____ Mobile No.: _____

Signature: _____ Date: _____ (Signature
of Cardholder)

CREDIT CARD DETAILS (the "Credit Card Account"):

Credit Card Type: ☐ Visa ☐ Mastercard ☐ American Express
(3% Surcharge)

Credit Card Number: _____

Credit Card Expiry Date: ____/____

Financial Institution issuing Credit Card ("Relevant Financial Institution"): _____

ACCOUNT HOLDER

Name of person or entity trading that has trading account with
Valvoline: _____

requests at its discretion upon the Relevant Financial Institution to debit that Credit Card Account until the debit item and any fees and charges associated with that debit item are paid or otherwise settled. The Cardholder acknowledges that it is the Cardholders' responsibility to ensure that the Credit Card Account is of a sufficient operational status as to enable amounts to be debited by the Relevant Financial Institution at the direction of Valvoline.

The Cardholder must inform Valvoline if the Credit Card Account has expired or is to expire and provide Valvoline with the details of any other account or facility to be used in lieu of the Credit Card Account. The Cardholder will advise Valvoline as soon as possible should the Cardholder dispute any item that has, at the direction of Valvoline, been debited to the Credit Card Account by the Relevant Financial Institution. Such advice must detail the amount of the dispute and the reasons for the dispute. Valvoline reserves the right to direct the Relevant Financial Institution to make a debit to the Cardholders' Credit Card Account under this agreement at any time, but will endeavour to make any such direction on or about the 28th day of each month.

Valvoline will not be liable or otherwise held responsible if there is any delay in debiting the Cardholders' Credit Card Account because of any act or omission on the part of the Relevant Financial Institution. For the avoidance of doubt, notwithstanding this agreement, all rights of Valvoline under any Agreement remain of full force and effect. Should this agreement end, or should the Relevant Financial Institution be unable for any reason whatsoever to debit an amount to the Cardholder's Credit Card Account at the direction of Valvoline, Valvoline may exercise any other right or remedy it may have to recover from the Accountholder any amount owing to Valvoline by that Accountholder.

The Cardholder and Valvoline agree that this request and authorisation may end or otherwise be terminated at any time upon either party giving 14 days written notice to the other party, such notice period to commence upon receipt of the notice by that other party.

Part 7: Direct Debit Request Form

VALVOLINE NEW ZEALAND LIMITED.

CLIENT SERVICE AGREEMENT

This Client Service Agreement between you and Valvoline New Zealand Limited ("Valvoline") establishes the terms and conditions of your Direct Debit Agreement.

Please ensure that your Financial Institution can support Direct Debit on your nominated account(s). It is your responsibility to ensure that you have sufficient funds in your account to honour the Direct Debit. If there are insufficient funds, a standard dishonour fee will apply. (Your Financial Institution may also impose a charge).

Should your Financial Institution Branch or Account Number change, please advise Valvoline at least 2 business days prior to the due date (28 days after date of statement). Failure to do so may result in payment dishonour and the dishonour fee being charged to your account. It is your responsibility to arrange with us a suitable alternate payment method if you wish to cancel the Direct Debit.

If the due date of your account falls either on a Public Holiday or non-business day then the Direct Debit will take place on the prior business day. You may terminate the Direct Debit at any time by giving written notice to us. Such notice should be received by us at least 2 business days prior to the due date. We will not change the frequency of the Direct Debit without your prior approval.

To dispute your account, alter this arrangement, or stop a specific Direct Debit payment, please contact Valvoline at your local branch at least 2 business days prior to the due date (28 days after statement date). Valvoline may cancel this Direct Debit arrangement at any time. This may occur, for example, in the instance of dishonoured payments.

Where you consider that a Direct Debit has been initiated incorrectly, you may take the matter up directly with us or with your nominated Financial Institution.

All correspondence relating to this Direct Debit arrangement will be forwarded to the address of the Valvoline Customer. We will advise you in writing on your monthly statement the amount and date of the Direct Debit and prior to the drawing of the first Direct Debit. Valvoline is committed to the protection of your personal information. It is your responsibility to ensure that the authorisation given to draw on the Direct Debit from the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based. Any information provided to Valvoline will remain confidential in accordance with applicable laws and regulations.

You further agree in signing this Client Service Agreement you have read and agree to the Terms of The Privacy Statement in Part 5.

VALVOLINE (NEW ZEALAND) PTY LTD DIRECT DEBIT REQUEST.

Account Holder Name (as it appears on the Account Statement) _____

Bank BSB Number (must be 6 digits) _____

Financial Institution Account Number _____

Bank Name _____ Bank Branch _____

Valvoline's Customer Account Number when allocated. _____

I/We authorise and request Valvoline New Zealand Limited, to debit the account specified above for the outstanding debt with Valvoline as specified on the monthly statement. I have read and agree to the Client Service Agreement.

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/	/
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VALVOLINE BRANCHES

BRANCH:

ADDRESS:

TELEPHONE

Auckland:

4 Stanway Place, Ellerslie Auckland 1051

+64 9-820 4305