

**ASSOCIATION SHELL
CARD - Account
Application Form**



1. PERSONAL / BUSINESS DETAILS

Company (Legal) Name: _____
Trading Name: _____
Postal Address: _____
Postcode: _____
Contact Name: _____ Title: _____
Telephone: () _____ Fax: () _____
Email: _____ Mob: () _____
Membership & Number: New Zealand Retailers Association Business New Zealand Tourism Industry Association NZ _____ membership number
Business Structure: Company Sole Trader Partnership Other: _____
Incorporation / Company Number: _____

2. PERSONAL GUARANTEE & DETAILS

Full names, residential address, title of each partner/director/shareholder/trustee, etc plus nature of interest
In consideration of the New Zealand Retailers Association Incorporated (hereinafter referred to as the NZRA) supplying and at my request agreeing to continue to supply materials and other goods and service and to make advances to the business/company/trust/partnership/incorporation (hereinafter referred to as "the principal debtor"):

1. I _____
Full name of Guarantor Title (e.g. Director, Manager)
of _____
Residential Address Signed Date

2. I _____
Full name of Guarantor Title (e.g. Director, Manager)
of _____
Residential Address Signed Date

(For additional partners/directors/shareholders/trustees, please attach a separate sheet)
do hereby guarantee to the NZRA the due and punctual payment therefore and the payment of all monies and obligations now due to become due by the principal debtor and agree to be answerable and liable to you therefore and the following provisions shall be applicable to this guarantee. The guarantee is a continuing agreement. No granting of credit extension of former credit or granting of time to the principal debtor and no waiver indulgence or neglect to sue on the NZRA's part nor the release of any securities held by the NZRA nor the winding up or bankruptcy of the principal debtor shall effect my liability to you hereunder and as between the NZRA and me I shall be deemed to be a principal debtor and shall be liable to the NZRA accordingly. This guarantee shall continue in force notwithstanding that the principal debtor's account with you may from time to time be in credit. Within seven (7) days from my receipt of notice in writing of any default on the part of the principal debtor, I shall make payment to the NZRA of all sums in respect of which such default has been made.

3. HOW WOULD YOU LIKE YOUR INVOICE?

Please **post** my invoice. I acknowledge that the card fee will be \$1 per card per month.
 Please **email** my invoice. I acknowledge that the card fee will be only 50 cents per card per month.

4. AFFIRMATION OF DETAILS

I/We confirm that all foregoing statements are true and complete. I/We understand that the NZRA reserves the right to decline any application. Upon acceptance of this application, I/We agree to be bound by the Terms and Conditions of use for Shell Card as set out on the following pages.

Full name Signed Date

**AFTER COMPLETION, PLEASE RETURN ALL FORMS BY POST:
New Zealand Retailers Association Incorporated, PO Box 12 086, Wellington 6144
Questions? Phone 04 805 0830 Fax 04 805 0831 Email shellcard@retail.org.nz**

5. TERMS AND CONDITIONS

1. Acceptance of Conditions

The New Zealand Retailers Association Shell branded fuel card is issued to the Cardholders at the request of the Business member. Cardholders are authorised by and act as agents for the member, the first use of the Shell Card confirms acceptance of the conditions set out below.

2. Shell Card

Each Shell Card is identified with:

- A unique Cardholder number
- The drivers name or 'Any Driver' (you may elect to use your business name in place of 'Any Driver')
- The Shell Card Association number and name
- The vehicle's description or 'Any Vehicle' respectively
- the vehicle's registration number if applicable
- Your Shell customer number and
- The card expiry date

Each card is for the sole use of the nominated vehicle — it is not transferable, Pool vehicle drivers will be required to sign and print their names in the space provided on Charge forms. Shell Card is for use in New Zealand only. Neither the New Zealand Retailers Association nor Greenstone Energy Ltd accepts any responsibility for unauthorised use and consequences.

3. Personal Identification Number (PIN)

A PIN will be issued with each card if requested by the member on the application form. Use of the PIN by the Cardholder is mandatory at Shell truckstops and, where customers have requested compulsory PIN entry, at all sites processing transactions electronically. Where use of the PIN is optional, the card may be used at Shell Service Stations on zip-zap charge forms. Where a PIN is not required, the PIN mailer should be destroyed by shredding or other destructive disposal. If the PIN is required to be given to several drivers, members are responsible for ensuring the PIN is communicated and recorded in a secure fashion. Members are liable for all usage of the card with the PIN,

4. Property

The Shell Card remains the property of Greenstone Energy Ltd and must be returned to The New Zealand Retailers Association;

- When cancelled
- When requested by The New Zealand Retailers Association or Greenstone Energy Ltd.

5. Suspension and Cancellation

The New Zealand Retailers Association reserves the right to suspend or cancel a Shell Card or Account at any time without notice. Cards suspended or cancelled by The New Zealand Retailers Association must be returned immediately. The member may cancel a Shell Card or Account at any time by forwarding notice in writing to the New Zealand Retailers Association quoting your member number. Cancellation advice must be accompanied by the relevant Shell Card(s) sent with your letter to The New Zealand Retailers Association. Monies owing to The New Zealand Retailers Association will be payable within 7 (seven) days of the date of the invoice or statement.

6. Security and Loss of Shell Card

The member is responsible for the safe custody and authorised use of each Shell Card and PIN. Loss, theft or unauthorised use of any Shell Card must be notified to New Zealand Retailers Association. Written notice must also be given to the New Zealand Retailers Association, PO Box 12086, Wellington, phone (04) 805 0830, and fax (04) 805 0831. Advice should include registration details or the identification number shown on the card(s). Liability remains with the member until written notice is received by both Greenstone Energy Ltd and New Zealand Retailers Association. Shell Cards which have expired should be disposed of after cutting them in half.

7. Purchases

The Cardholder may purchase Shell branded motor fuels and the goods and services in the categories identified by the member in the application form and indicated by the applicable icons on the card. Use of the card will be subject to the purchase limits specified by the member on the application form. Purchase limits may be varied by Greenstone Energy Ltd from time to time. The member is responsible for ensuring that the Cardholder is aware of and complies with the purchase limits. The New Zealand Retailers Association cannot guarantee the acceptance of the card at every outlet listed.

8. Authority to New Zealand Retailers Association

The New Zealand Retailers Association is authorised to debit the members account with each purchase of Shell fuels or lubricant and other purchases made by using a valid Shell Card at any Shell outlet.

9. Effecting a Purchase

9.1 Truck Stop. Before obtaining fuel, the driver inserts the Shell Card into the machine. Easy-to-follow instructions tell the driver exactly what to do. After taking delivery of the fuel, driver returns to collect the Shell Card receipt (docket).

9.2 Service Station Counter. When a Shell Card is presented to the Shell Service Station employee for payment, the driver will be given a Shell Card Charge Form or an EFT system receipt docket. The EFT docket records the Cardholder's card number, the pump price value of the Shell fuel purchased, the service station price of the Shell lubricants purchased, the date of purchase and the name of the Shell Service Station. The Charge Form will, detail the quantity of fuel purchased and also other products purchased, Recording of the odometer reading will be compulsory on each occasion the card is used if so required by the member on the application form. The member is responsible for ensuring the Cardholder is aware of, and complies with, the requirement to record odometer readings. This form also has the facility to record an odometer reading or an order number, The Charge Form or EFT docket will be the only receipt issued to the Cardholder.

5. TERMS AND CONDITIONS (CONTINUED)

10. Fees

10.1 The member may be required to pay a New Zealand Retailers Association transaction fee for each use of the Shell Card. The New Zealand Retailers Association will give 90 days written notice of any charge in the transaction fee. The member is also required to pay Government and statutory charges and duties that are, or come into force.

10.2 The member is required to pay the New Zealand Retailers Association a fee of 50 cents incl GST per card per half-month for each billing period in which the card is used when the member has elected to receive postal invoices.

11. Shell Card Statement

The New Zealand Retailers Association will issue twice each month a Tax Invoice detailing the members account, including monthly card fees, transaction fees and GST. The member is required to pay the amount shown on the Tax Invoice in accordance with the direct debit arrangements.

12. Non-Payment of Account

In the event that the member's Shell Card Account remains unpaid, then The New Zealand Retailers Association has the right to immediately prevent further purchase by the cards issued on that account and to undertake collection activities in order to recover the amount of debt and any further charges or purchases made. Any legal fees or other costs which the New Zealand Retailers Association may incur in recovering amounts owed by the member will be payable by the member. Interest on overdue amounts accrues at the rate of two and one half per centum per month. For the purposes of the Credit Contracts Act 1981, the 'finance rate' is 30 per centum per annum.

13. Issuing Card Fee

The New Zealand Retailers Association reserve the right to introduce a charge for the issue or re-issue of a Shell Card and vary that charge should circumstances dictate.

14. Inability to supply Shell Motor Fuel

Neither the New Zealand Retailers Association nor Greenstone Energy Ltd shall be responsible for any loss or inconvenience which may be caused by the New Zealand Retailers Association, Shell or any Shell Service Station operator's inability to supply the Cardholder's requirements for Shell motor fuel or Shell lubricants at any particular time or place.

15. Changes in Conditions

The New Zealand Retailers Association reserves the right to vary, delete or supplement the Shell Card conditions for use upon no less than 30 days written notice to the member.

16. Change of Address

The member must notify the New Zealand Retailers Association of any change in the member's name, postal address or street address of business and directorship (in the case of a company member) immediately upon a change being effected.

17. Notice to Members

When the New Zealand Retailers Association gives written notice to the member under the New Zealand Retailers Association conditions of use, the New Zealand Retailers Association will post the notice to the member's latest address notified to the New Zealand Retailers Association, Once posted, the notice and its contents will be taken to have been received by the member. The first use of a Shell Card after a notice is given indicates the member's acceptance of the condition(s) or change in condition(s) as notified.

18. Notice to the New Zealand Retailers Association

Where the member gives written notice to Greenstone Energy Ltd under the New Zealand Retailers Association conditions of use, the member must give notice either by post or facsimile, the notice shall not be effective until written notice is received by Greenstone Energy Ltd.

19. Taxes and Duties

Unless precluded by legislation, the New Zealand Retailers Association reserves the right to charge the member's Shell Card Account with Government rates, taxes or charges which now are or which in the future may be imposed or charged upon the member's Shell Card transactions whether or not the member is primarily liable for the impost or charge,

20. Interpretation

"Cardholder"

means the person presenting the Shell Card, embossed in the member's name and with the nominated vehicle registration number;

"Member" - means the company or person(s) at whose request the New Zealand Retailers Association agrees to make a Shell Card Account facility available;

"New Zealand Retailers Association" and "NZRA" - means the New Zealand Retailers Association of New Zealand Incorporated, its successors and assigns.

"Shell" - means Greenstone Energy Limited, its successors and assigns.

"Shell Card" - means a card so named and issued by Shell which is to be used for the purposes described by the New Zealand Retailers Association's conditions of use

"New Zealand Retailers Shell Card Conditions of Use" - means these conditions of use and any notified amendment or conditions of use in addition to these conditions,

"Month" - a reference to a month is a calendar month.

"Charge Form" - means the Shell Card voucher on which sales transactions are recorded in the manner approved by the New Zealand Retailers Association with the Shell Service Station; and

"EFT" - means Electronic Funds Transfer' the system by which electronic authorisation of a Shell Card purchase is made, The transaction is automatically transferred to the New Zealand Retailers Association Card Tax Invoice for the billing period and payment is made along with your other transactions.

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator:

- (a) Has agreed to send notice of the net amount of each Direct Debit no later than the day the Direct Debit is initiated. This notice must be provided either:
 - (i) in writing; or
 - (ii) by electronic mail where the Customer has provided prior written consent to the InitiatorThe notice will include the following message:-
'The amount \$_____, was direct debited to your Bank account on (initiating date)'
- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:-

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

3. The Customer acknowledges that:-

- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements
 - any variations between notices given by the Initiator and the amounts of Direct Debits
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:-

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

ASSOCIATION SHELL CARD
FlyBuys Notification Form

The Association Shell card allows you to earn points on your cumulative fuel purchases at Shell Service Stations.

Please complete this form and return by post, fax or scan-and-email.

For further details, please see our website: www.retail.org.nz/associationshellcard.html

Company (Legal)
Name: _____

Shell Card Account Number: _____ or: New Account
(application form attached)

**Please complete this form with your FlyBuys number only if you are authorised to do so
(i.e. you are the business owner or manager)**

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Your FlyBuys® member number

**I certify that I am authorised to make this request on this account and to claim the FlyBuys points
accruing from the transactions on this account.
I confirm that all foregoing statements are true and complete.**

Full name

Signed

Date

28/05/2010

New Zealand Retailers Association Incorporated, PO Box 12 086, Wellington 6144

Phone 04 805 0830 Fax 04 805 0831 Email shellcard@retail.org.nz

**NEW ZEALAND RETAILERS ASSOCIATION
ORDER NEW SHELL CARD**



Please read the security notes overleaf before completing this form

Company Details

Your Business Name
Your Shell Account Number
Contact Person: Telephone:

Please order a new card on our account as (tick) one of three options:

Personal Closed Card

Vehicle Reg Number: []
Vehicle Make & Model: []
Vehicle Body Style: []
Vehicle Colour: []

Cardholder Name:

Personal Open Card

Any Vehicle (Pool Cars)
 Tick

Cardholder Name:

Vehicle Card

Vehicle Reg Number: []
Vehicle Make & Model: []
Vehicle Body Style: []
Vehicle Colour: []

Any Driver (Pool Drivers)
 Tick

Product Categories - please tick

V-Power Oil Shop/All Services
 Ultra 91 Car Wash Equipment & Vehicle Hire
 Diesel Vehicle Servicing
 Gas (LPG)

Management Controls

Compulsory PIN?

Select your own PIN
 Compulsory Odometer entry?

Usage Limits - please tick

Daily Card Limit \$150 \$250 \$500 \$1,000 \$2,000
Monthly Card Limit \$500 \$1,000 \$5,000 \$15,000 \$30,000

Authority - to be completed by Owner/Director/Partner/Manager

I hereby request that this card is issued and I confirm that I have the requisite authority.
I confirm I have read and understood the security notes and Conditions of Use (pages 2, 3 and 4) and that cards issued pursuant to this request will be subject to those Conditions of use

Name of Owner/Director/Partner/Manager Date

Signature of Owner/Director/Partner/Manager



Return page 1 with your account application forms to New Zealand Retailers Association, PO Box 12 086, Wellington

Security Note - Card Details and Cardholder Details

There are a number of ways a card may be issued and these are ranked in order of security

1 **Named Cardholder, Specific Vehicle**

This is very secure, particularly when coupled with a compulsory PIN. The vehicle is identified by registration number, make & model, colour and body type

2 **Named Cardholder, Any Vehicle**

Still reasonably secure, more so if coupled with compulsory PIN. But this also provides flexibility, as sometimes the cardholder may need to use another work vehicle or hire car.

3 **Any Driver, Specific Vehicle**

Do not leave the card in the Pool Vehicle

This is useful for Pool Vehicles. You should request a PIN for added security. However, for situation where only 2 or 3 people use the pool vehicle, you could consider issuing each driver with their own card and PIN for added security.

Vehicle Body Types

Choose from one of the following styles:

Boat	Motorcycle
Bus	Mower
Camper Van	Outboard Motor
Coach	Paver
Compactor	People Mover
Convertible	Roller
Coupe	Scooter
Crane	Sedan
Cruiser	Ship
Digger	Special Purpose
Double Cab Ute	Station Wagon
Excavator	Sports Utility Vehicle (SUV)
Forklift	Tank
Fuel Trailer	Tanker
Grader	Tipper
Hatchback	Tractor
Hearse	Tractor Mower
Launch	Trailer
Limousine	Truck
Loader	Utility
Logstacker	Van
Mini Bus	Wagon (Estate)

Conditions of Use

1. Acceptance of Conditions

The New Zealand Retailers Association Shell branded fuel card is issued to the Cardholders at the request of the Business member. Cardholders are authorised by and act as agents for the member, the first use of the Shell Card confirms acceptance of the conditions set out below.

2. Shell Card

Each Shell Card is identified with:

- A unique Cardholder number
- The Shell Card account number and name of account holder
- The drivers name or 'Any Driver' respectively
- the vehicle's registration number or All Pool' respectively
- The vehicle's description or 'Any Vehicle' respectively
- The member's Shell customer number and
- The card expiry date

Each card is for the sole use of the nominated vehicle — it is not transferable, Pool vehicle drivers will be required to sign and print their names in the space provided on Charge forms. Shell Card is for use in New Zealand only. Neither the New Zealand Retailers Association nor Greenstone Energy Ltd accepts any responsibility for unauthorised use and consequences.

3. Personal Identification Number (PIN)

A PIN will be issued with each card if requested by the member on the application form. Use of the PIN by the Cardholder is mandatory at Shell truckstops and, where customers have requested compulsory PIN entry, at all sites processing transactions electronically. Where use of the PIN is optional, the card may be used at Shell Service Stations on zip-zap charge forms. Where a PIN is not required, the PIN mailer should be destroyed by shredding or other destructive disposal. If the PIN is required to be given to several drivers, members are responsible for ensuring the PIN is communicated and recorded in a secure fashion. Members are liable for all usage of the card with the PIN,

4. Property

The Shell Card remains the property of Greenstone Energy Ltd and must be returned to The New Zealand Retailers Association;

- When cancelled
- When requested by The New Zealand Retailers Association or Greenstone Energy Ltd.

5. Suspension and Cancellation

The New Zealand Retailers Association reserves the right to suspend or cancel a Shell Card or Account at any time without notice. Cards suspended or cancelled by The New Zealand Retailers Association must be returned immediately. The member may cancel a Shell Card or Account at any time by forwarding notice in writing to the New Zealand Retailers Association quoting your member number. Cancellation advice must be accompanied by the relevant Shell Card(s) sent with your letter to The New Zealand Retailers Association. Monies owing to The New Zealand Retailers Association will be payable within 7 (seven) days of the date of the invoice or statement.

6. Security and Loss of Shell Card

The member is responsible for the safe custody and authorised use of each Shell Card and PIN. Loss, theft or unauthorised use of any Shell Card must be notified to New Zealand Retailers Association. Written notice must also be given to the New Zealand Retailers Association, PO Box 12086, Wellington, phone (04) 805 0831, and fax (04) 805 0831. Advice should include registration details or the identification number shown on the card(s). Liability remains with the member until written notice is received by both Greenstone Energy Ltd and New Zealand Retailers Association. Shell Cards which have expired should be disposed of after cutting them in half.

7. Purchases

The Cardholder may purchase Shell branded motor fuels and the goods and services in the categories identified by the member in the application form and indicated by the applicable icons on the card. Use of the card will be subject to the purchase limits specified by the member on the application form. Purchase limits may be varied by Greenstone Energy Ltd from time to time. The member is responsible for ensuring that the Cardholder is aware of and complies with the purchase limits. The New Zealand Retailers Association cannot guarantee the acceptance of the card at every outlet listed.

8. Authority to New Zealand Retailers Association

The New Zealand Retailers Association is authorised to debit the members account with each purchase of Shell fuels or lubricant and other purchases made by using a valid Shell Card at any Shell outlet.

9. Effecting a Purchase

1. Truck Stop. Before obtaining fuel, the driver inserts the Shell Card into the machine. Easy-to-follow instructions tell the driver exactly what to do. After taking delivery of the fuel, driver returns to collect the Shell Card receipt (docket).

2. Service Station Counter. When a Shell Card is presented to the Shell Service Station employee for payment, the driver will be given a Shell Card Charge Form or an EFT system receipt docket. The EFT docket records the Cardholder's card number, the pump price value of the Shell fuel purchased, the service station price of the Shell lubricants purchased, the date of purchase and the name of the Shell Service Station. The Charge Form will, detail the quantity of fuel purchased and also other products purchased, Recording of the odometer reading will be compulsory on each occasion the card is used if so required by the member on the application form. The member is responsible for ensuring the Cardholder is aware of, and complies with, the requirement to record odometer readings. This form also has the facility to record an odometer reading or an order number, The Charge Form or EFT docket will be the only receipt issued to the Cardholder.

Continued on next page

10. Fees

10.1 The member may be required to pay a New Zealand Retailers Association transaction fee for each use of the Shell Card. The New Zealand Retailers Association will give 90 days written notice of any change in the transaction fee. The member is also required to pay Government and statutory charges and duties that are, or come into force.

10.2 The member is required to pay the New Zealand Retailers Association the card fee per card per fortnight for each fortnightly period in which the card is used.

11. Shell Card Statement

The New Zealand Retailers Association will issue twice each month a Tax Invoice detailing the members account, including monthly card fees, transaction fees and GST. The member is required to pay the amount shown on the Tax Invoice in accordance with the direct debit arrangements.

12. Non-Payment of Account

In the event that the member's Shell Card Account remains unpaid, then The New Zealand Retailers Association has the right to immediately prevent further purchase by the cards issued on that account and to undertake collection activities in order to recover the amount of debt and any further charges or purchases made. Any legal fees or other costs which the New Zealand Retailers Association may incur in recovering amounts owed by the member will be payable by the member. Interest on overdue amounts accrues at the rate of two and one half per centum per month. For the purposes of the Credit Contracts Act 1981, the 'finance rate' is 30 per centum per annum.

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"Shell" means Greenstone Energy Limited, its successors and assigns.

"Shell Card" means a card so named and issued by Shell which is to be used for the purposes described by the New Zealand Retailers Association's conditions of use

"New Zealand Retailers Shell Card Conditions of Use" means these conditions of use and any notified amendment or conditions of use in addition to these conditions,

"Month" a reference to a month is a calendar month.

"Charge Form" means the Shell Card voucher on which sales transactions are recorded in the manner approved by the New Zealand Retailers Association with the Shell Service Station; and

"EFT" means Electronic Funds Transfer' the system by which electronic authorisation of a Shell Card purchase is made, The transaction is automatically transferred to the New Zealand Retailers Association Card Tax Invoice for the billing period and payment is made along with your other transactions.