



Direct Fuels Limited
 Phone (07) 575 4556
 Fax (07) 575 4554
 PO Box 2286
 Tauranga

CREDIT APPLICATION FORM

CUSTOMER TO FILL IN THIS SECTION

NAME/COMPANY			
POSTAL ADDRESS		PH NO.	
		CELL PH.	
DELIVERY ADDRESS		FAX NO.	
E-MAIL ADDRESS			
DIRECTORS NAME	ADDRESS	D.O.B	PH NO.
BANK		BRANCH	
TRADE REFERENCE	1	PH NO.	
TRADE REFERENCE	2	PH NO.	
TRADE REFERENCE	3	PH NO.	

THE AGREEMENT

- The customer hereby warrants that the information in the first schedule hereto is true and correct and is supplied for the purpose of obtaining credit with Direct Fuels Limited, hereafter termed "the Supplier".
- The customer warrants that the person's signatures appearing on this agreement are duly authorised by the Customer to apply for credit and execute this agreement.
- The Customer agrees to adhere to the terms and conditions of this agreement.
- The Customer agrees that it is not entitled to any credit facilities until it receives notice in writing from the Supplier stating that credit facilities have been given and specifying the terms and conditions upon which such credit facilities are given. Until the Customer receives such notice in writing from the Supplier any goods that are supplied by the Supplier to the Customer shall be on the basis of cash upon delivery.
- The parties agree that in the event of the Supplier prior to approving credit granting to the Customer time to pay for any goods supplied then such supply shall not amount to a waiver by the Supplier of any terms of this agreement nor be construed or taken to be either directly or by implication as a granting by the Supplier of credit facilities to the Customer and no credit facilities shall be granted unless so stated in the notice.
- In the event of the Supplier granting credit facilities to the Customer then the following terms shall apply:
 - All accounts are to be settled in full no later than the 20th day of the month following invoice.
 - That should the Customer default in the payment of monies under this agreement then all monies due to the Supplier shall immediately become due and payable and shall be paid by the Customer within SEVEN (7) days of the date of demand and the Supplier shall be entitled to charge interest at a rate then applicable to bank overdraft on businesses of the same kind as the Customer's plus 2% on all overdue accounts from the date of due payment until the date of actual payment.
 - Any expenses, costs or disbursements incurred in collection of the above mentioned outstanding payments including debt collection agency fees or legal fees, shall be recoverable from the Customer.
 - Until payment in full of the purchase has been made to Direct Fuels Limited the Customer irrevocably gives Direct Fuels Limited, its agents and servants leave and licence without the necessity of giving any notice to enter on and into any premises occupied by the Customer to search for and remove any of the goods supplied or in which Direct Fuels Limited has ownership as aforesaid without in any way being liable to the Customer or any person or company claiming through the Customer.
- Direct Fuels Limited may alter or revoke such credit terms at any time without prior notice to the Customer.
- The signatories to this agreement do hereby jointly and severally guarantee payment of the Customers account to the Supplier. This guarantee will be a continuing guarantee.
- I/We irrevocably authorise any person or company to provide you with such information as you may require in response to your credit enquiries. I/We further irrevocably authorise you to furnish to any third party details of the application and any subsequent dealings that I/We may have with you as a result of this application being actioned by you (This authorisation being required to ensure compliance with the Privacy Act 1993)).

RISK AND TITLE

- The risk in the goods supplied by Direct Fuels Limited made direct or by agent to the Customer shall pass to the Customer upon delivery but the ownership in them shall not pass to the Customer until the Customer has paid for the same. Receipt by Direct Fuels Limited of any cheque or other bill of exchange or any promissory note shall not be deemed to be payment or conditional payment until the same has been honoured or cleared to the credit of Direct Fuels Limited bank account and until such time shall not be prejudice or affect Direct Fuels Limited rights, power or remedies against the Customer and/or the goods.

I have read and understand the agreement, terms and conditions.

SIGNED		DATE	
PRINT NAME		POSITION	

Direct Fuels Limited

TERMS AND CONDITIONS OF SALE

- Default:** If the customer fails to make any payment for the products when such payment is due Direct Fuels Limited may at its options defer deliveries until such breach is remedied by the Customer, or treat such as repudiation of any Supply Agreement or Arrangement.
- Safety and Pollution:** Each party shall comply with all laws, regulations and orders applicable to the handling, transportation and delivery of products. To extent that products include lubricating oils, the customer acknowledges the importance of managing the life cycle of lubricating oils and once said lubricating oils have fulfilled their use as supplied, the Customer shall dispose of them through a government approved means.
- Use:** The Customer agrees not to sell the products under Direct Fuels Limited trade mark or by reference to Direct Fuels Limited name.
- Temperature Correction:** Adjustment in volume owing to difference in temperature shall be made, where applicable, in accordance with tables published in ASTM 1250 as supplemented or amended from time to time.
- Non-Performance:** Neither party shall be deemed to be in default of or nor shall be liable for the non-performance of any covenant, agreement or obligation in this Agreement, except customer's obligation to pay for products delivered, if such default or non-performance arises from any cause beyond the reasonable control of such party including, but not limited to fire, storm, flood, war, hostilities, sabotage, blockade, explosion, accident, strike, lockout, labour dispute, riot, act of any government authority, expropriation of or breakdown of or injury to any facilities used in or the production, transportation, manufacture, storage handling or delivery of products or the crude oil or other materials from which the products are manufactured or delivered provided, however, that lack of funds is not a cause beyond the control of a party. Direct Fuels Limited is under no obligation to make delivered when in Direct Fuels Limited sole judgement the making of a delivery might cause a strike to be called against it, or cause its properties to be picketed.
- Consequential Damages:** Direct Fuels Limited shall not be liable for any special or consequential damages arising from any breach of its obligations under this agreement.
- Entire Agreement:** The parties agree that the sale of products hereunder shall be governed solely by the provisions of this agreement and not by the provisions of any purchase order the Customer may give to Direct Fuels Limited whether or not such purchase order is or purports to be accepted by Direct Fuels Limited.
- Notice:** Any notice given under this agreement shall be given in writing and delivered, mailed or faxed to the respective parties at their addresses first set forth above or at such other addresses as either party may designate to the other in writing.
- Readings from the Direct Fuels Limited totaliser metering system shall be irrefutable evidence of litres delivered.

Office Use Only:

Account Number:	_____	Area Code:	_____
Account Type:	Charge	Cash (C.O.D)	
Product Requirements:	Diesel	Petrol	H/Heat Mix Oil
Order No. Required:	Yes / No	Frequency _____	Tank / Plant (circle one) _____
Price Per Litre	Diesel _____	Petrol _____	Sales Rep _____
Approved By:	_____		