

CAPRICORN MOBIL FUEL CARD TERMS & CONDITIONS

IMPORTANT

- These terms and conditions govern the application for and use of any Capricorn Mobil Fuel Card we may provide to you.
- You acknowledge and agree that any use of a Capricorn Mobil Fuel Card will be bound by these terms and conditions.
- Before using a Capricorn Mobil Fuel Card you should read these terms and conditions carefully. If you do not understand any of these terms and conditions please contact us.
- Please ensure you retain a copy of these terms and conditions for future reference.
- Should you prefer to not accept these terms and conditions you must not use the Capricorn Mobil Fuel Card and immediately cut it in half and dispose of it.

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this terms and conditions the following definitions apply unless the context requires otherwise:

Authorised Purchaser Agreement means the agreement between us and you setting out the terms and conditions upon which we permit you to operate a Capricorn Account.

Capricorn Account means the credit account we provide you through which you may make purchases of goods or services or both from us and our appointed preferred suppliers.

Credit Limit means the maximum amount of credit which Capricorn will extend to you for Transactions.

Fuel means petrol or diesel or both as the case may be.

Floor Limit means \$1000.00 or any other amount set by Mobil from time-to-time.

Merchant means outlets in New Zealand as notified by Mobil from time-to-time that accept Capricorn Mobil Fuel Cards, including Mobil Discount Sites (see www.Capricorn Mobil Fuel Card.co.nz for Merchant locations).

Mobil means Mobil Oil New Zealand Limited (NZ Company No.: 7815)

Capricorn Mobil Fuel Card means any card issued by us to you and includes any replacement issued from time-to-time.

Mobil Discount Site means those Merchants that accept Capricorn Mobil Fuel Cards and provide a discount on Fuel Transactions as determined by Mobil (see www.Capricorn Mobil Fuel Card.co.nz for Mobil Discount Site locations).

Other Goods means those goods which are not Fuel but which are permitted to be purchased using a Capricorn Mobil Fuel Card.

PIN means the Personal Identification Number issued by Mobil to you or selected by you in relation to a Capricorn Mobil Fuel Card.

Transaction means the use of your Capricorn Mobil Fuel Card at a Merchant to purchase Fuel or Other Goods or both.

We, our or us means Capricorn Society Limited (NZ Company No.: 651162).

- 1.2. In this Agreement, unless the context otherwise requires or specifically otherwise states:

1.2.1. reference to a party or person includes any form of entity whether incorporated or not, and their respective successors, assignees and representatives;

1.2.2. amounts are in New Zealand dollars;

1.2.3. the singular includes the plural and vice versa;

1.2.4. time is of the essence.

2. APPLYING FOR A CAPRICORN MOBIL FUEL CARD

- 2.1. If you apply for a Capricorn Mobil Fuel Card we may, at our discretion, accept that application and issue you with a Capricorn Mobil Fuel Card.

- 2.2. We will notify you of your Credit Limit at the time we issue you with a Capricorn Mobil Fuel Card. This Credit Limit is set by us and we may vary this Credit Limit at any time on notice to you. If you wish to request a variation to the Credit Limit, please contact us.

- 2.3. You must sign the Capricorn Mobil Fuel Card immediately upon receipt for identification purposes and to assist with the prevention of unauthorised or fraudulent use by any other person.

3. MANAGING YOUR CAPRICORN MOBIL FUEL CARD

- 3.1. You must keep your Capricorn Mobil Fuel Card in a safe place at all times and ensure that no unauthorised or unlawful use of it occurs
- 3.2. You must not disclose your PIN to any unauthorised users and ensure that no-one else is aware of it.

4. USING THE CAPRICORN MOBIL FUEL CARD

- 4.1. You may use the Capricorn Mobil Fuel Card for Transactions, subject to the validity of the Capricorn Mobil Fuel Card and these terms and conditions.
- 4.2. When using your Capricorn Mobil Fuel Card to purchase Fuel at a Merchant that is a Mobil Discount Site you will receive a discount off the pump price for Fuel. This discount is set by Mobil and may change without notice.
- 4.3. No single Transaction on your Capricorn Mobil Fuel Card is able to exceed the Floor Limit. Some Merchants may impose their own limit on Transactions that is lower than the Floor Limit.
- 4.4. In most instances a PIN is required for each Transaction. Mobil may, however, accept non-PIN verified Transactions where system errors prevent the use of a PIN. Non-PIN verified Transactions may be subject to a lower Floor Limit and may be subject to additional verification of your identity by Mobil.
- 4.5. If for any Transaction you fail after three attempts to correctly enter your PIN your Capricorn Mobil Fuel Card may be suspended.
- 4.6. It is your responsibility to obtain a receipt for Transactions from the Merchant and to check that all details on each receipt are correct and retain the receipt for the purposes of your own records and reconciliation requirements.
- 4.7. All Capricorn Mobil Fuel Card queries relating to individual purchases, replacement Capricorn Mobil Fuel Cards, or requests for new Capricorn Mobil Fuel Cards should be directed to either the Capricorn Mobil Fuel Card website or to the Capricorn Mobil Fuel Card support centre.
- 4.8. You agree that you will use the Capricorn Mobil Fuel Card only in accordance with these terms and conditions. You guarantee the observance of these terms and conditions by any person that you authorise to use your Capricorn Mobil Fuel Card. You agree to indemnify us for any loss caused as a result of a breach of these terms and conditions by you or any person you authorise to use the Capricorn Mobil Fuel Card.

5. INABILITY TO USE THE CAPRICORN MOBIL FUEL CARD

- 5.1. To the extent permitted by law we are not responsible if for any reason a Merchant refuses to accept a Capricorn Mobil Fuel Card or you are unable to complete a Transaction.

6. CORRECTING ERRORS

- 6.1. We or Mobil may at any time correct any error relating to a Transaction whether or not the correction is in your favour.

7. LIABILITY FOR USE OF THE CAPRICORN MOBIL FUEL CARD

- 7.1. We may charge to your Capricorn Account any Transaction entered into by any person using your Capricorn Mobil Fuel Card, even if:
 - 7.1.1. the Capricorn Mobil Fuel Card is used in a way that is not permitted under these terms and conditions;
 - 7.1.2. you have withdrawn the authorisation of any person to use the Capricorn Mobil Fuel Card;
 - 7.1.3. the Capricorn Mobil Fuel Card is used by a person other than you; or
 - 7.1.4. you have requested that your Capricorn Mobil Fuel Card be cancelled.

8. PAYMENT

- 8.1. All Transactions will be charged to your Capricorn Account.
- 8.2. You must pay your Capricorn Account when due in accordance with your Authorised Purchaser Agreement.
- 8.3. No payment should be made on any statement provide by Mobil. No payment should be made directly to Mobil.

9. LOSS AND UNAUTHORISED USE OF THE CAPRICORN MOBIL FUEL CARD

- 9.1. If your Capricorn Mobil Fuel Card is lost, stolen, mislaid or the PIN number disclosed or if you know the Capricorn Mobil Fuel Card is in the possession of an unauthorised person, then you must immediately notify Mobil, via either the Capricorn Mobil Fuel Card Website or the Capricorn Mobil Fuel Card support centre, and give Mobil all relevant information. Until Mobil has received initial notice, you shall be liable for any unauthorised use of the Capricorn Mobil Fuel Card.
- 9.2. We will replace any lost, stolen or damaged Capricorn Mobil Fuel Card, at your request, provided that you are not otherwise in breach of these terms and conditions or your Authorised Purchaser Agreement or on "top credit". Any replacement Capricorn Mobil Fuel Card will be subject to the terms and conditions in place at the time of replacement.

10. RESPONSIBILITY FOR GOODS AND SERVICES SUPPLIED

- 10.1. To the extent permitted by law, we are not responsible in any respect for any Fuel or Other Goods supplied to you when using your Capricorn Mobil Fuel Card. You must resolve any complaint or dispute relating to the Fuel or Other Goods acquired (including relating to their supply, quality or use) directly with the supplying Merchant. Your obligation to pay Capricorn amounts charged to your Capricorn Account will not be affected or limited by any such complaint or dispute.

11. CANCELLATION OF CAPRICORN MOBIL FUEL CARDS

- 11.1. At any time you may request that we cancel your Capricorn Mobil Fuel Card.
- 11.2. We may cancel your Capricorn Mobil Fuel Card if you are in breach of your Authorised Purchaser Agreement or if your Capricorn Account is for any reason closed.
- 11.3. Notwithstanding any other provision in these terms and conditions, we may cancel your Capricorn Mobil Fuel Card at our discretion without providing you with prior notice or any reason.
- 11.4. Any Capricorn Mobil Fuel Card that is cancelled must not be used and you must immediately cut it in half and dispose of it.
- 11.5. Cancellation of a Capricorn Mobil Fuel Card does not affect or limit your obligations under these terms and conditions, including your obligation to pay Capricorn for any Transactions using your Capricorn Mobil Fuel Card.

12. SUSPENSION

- 12.1. We or Mobil may suspend your Capricorn Mobil Fuel Card at any time without notice:
- 12.1.1. if you are in default under these terms and conditions (including, without limitation, in default of any payment obligation);
 - 12.1.2. if we or Mobil suspect that a Capricorn Mobil Fuel Card has been used fraudulently by any person;
 - 12.1.3. your Capricorn Account is on "stop credit"; or
 - 12.1.4. to prevent loss to you, us or Mobil.
- 12.2. You must not use a suspended Capricorn Mobil Fuel Card until such time as we or Mobil advise that it has been reinstated.
- 12.3. The suspension of a Capricorn Mobil Fuel Card does not otherwise affect or limit your obligations under these terms and conditions.

13. VARIATION

- 13.1. We may vary these terms and conditions in our discretion in any way at any time by giving you not less than 30 days' written notice of such an amendment, with the full particulars to be made available at www.capricorn.coop.

14. CONSUMER GUARANTEES ACT

- 14.1. You agree that the use of a Capricorn Mobil Fuel Card is for business purposes only and therefore the provisions of the *Consumer Guarantees Act 1993* do not apply.

15. GENERAL TERMS AND CONDITIONS

- 15.1. The laws of New Zealand govern these terms and conditions. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these terms and conditions.
- 15.2. You may not assign or transfer any of your rights or obligations under these terms and conditions without our prior written consent.
- 15.3. We may at any time in our discretion without your consent assign or transfer to any person any of our rights or obligations under these terms and conditions or in respect of the Capricorn Mobil Fuel Cards.
- 15.4. Time will be of the essence in relation to your obligations under these terms and conditions.
- 15.5. No failure to exercise, nor any delay in exercising, any right, power or remedy by us operates as a waiver. A single or partial exercise by us of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on us unless in writing.
- 15.6. Our rights, powers and remedies under these terms and conditions are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any other agreement or instrument.
- 15.7. The illegality, invalidity or unenforceability of any provision of these terms and conditions shall not affect the legality, validity or enforceability of any provision within these terms and conditions.