

The enclosed card or cards are issued by Cardlink Systems Limited, which has its offices at Level 1, 37-41 Carbine Road, Mt. Wellington, Auckland. You should read these Terms and Conditions carefully. By accepting and/or using the Card, those signing an application form for the Card, the Named Persons, the Cardmaster and the Card Users agree with Cardlink Systems Ltd to be bound by these terms and conditions and any future amendments from time to time.

1. DEFINITIONS

In the terms and conditions unless the context otherwise requires, the following expressions shall have the following meanings:

"Account" means the account opened by Cardlink in the name of the Cardmaster in respect of which transactions are debited and payments made by the Cardmaster are credited in the operation of the account.

"Application Form" means the application for an Account submitted to Cardlink.

"Business Day" means a day on which trading banks are open for commercial business in Auckland, New Zealand.

"Card" means the cards known as FleetCard, DualCard, DriveCard, OneCard, PlusOne card or any other card issued by Cardlink, being the enclosed card and any other card issued at your request.

"Cardlink" means Cardlink Systems Ltd or its successors or assigns.

"Cardmaster" means a person, company, corporation, firm or association who or which, by applying for a Card, has entered into an agreement with Cardlink by which the Cardmaster has a right to nominate Card Users.

"Card User" means a person nominated by the Cardmaster to use a Card.

"Charge" means the amount of any charge incurred by a Cardholder with respect to the Card whether or not a sales voucher is actually completed or signed in connection with such charge including any Fee.

"Charge Period" means the period determined by Cardlink in relation to which charges, reports and statements of transactions are made by Cardlink.

"Fee" means such sum from time to time determined, notified and charged by Cardlink to the Cardmaster in relation to the operation of the Card.

"Named Persons" means the directors and/or shareholders of the Cardmaster and such other persons who by signing the Application Form have accepted personal liability in respect of all use of the Card by the Cardmaster or Card Users.

"On-line Purchases" means internet purchases of Supplies by Card Users from the websites of Suppliers.

"Sales Voucher" means a voucher or receipt in the form from time to time provided by Cardlink or a Supplier for use of the Card.

"Sales Voucher Purchases" means purchases of Supplies from Suppliers made by Card Users using Sales Vouchers.

"Statement" means the financial statement produced by Cardlink for each Charge Period that details all charges.

"Supplier" means a person, company, corporation, firm or association appointed by Cardlink to provide or sell Supplies to the Card User.

"Supplies" means goods and services sold or supplied by a Supplier nominated by Cardlink from time to time.

"Vehicle" means a vehicle or equipment in respect of which particulars have been notified to Cardlink by the Cardmaster for use by a Card User or a vehicle or equipment hired by a Card User using the Card.

2. CHANGES

Cardlink reserves the right to vary the terms and conditions at any time by notice in writing to the Cardmaster which shall be deemed to be notice to every Card User. Notice shall be deemed to have been received by the Cardmaster on the 5th Business Day after the day on which notice is posted to the last known address of the Cardmaster. The Cardmaster (and the Card Users) are bound by any such amendment unless all issued Cards are cut in half and returned to Cardlink within 5 Business Days of receipt of the notice.

3. AUTHORISED CARD USER

The Cardmaster shall notify Cardlink of the name of each person authorised by the Cardmaster to use a Card, and if authorised only for a Vehicle, the registration details of that Vehicle by completing and returning an Application Form to Cardlink. In all cases the specimen signature of such person and such other particulars required by Cardlink shall be also notified by the Cardmaster to Cardlink.

4. COMPLIANCE BY CARD USER

The Cardmaster shall issue the Card to the Card User and shall ensure that both the Cardmaster and the Card User comply with the terms and conditions and any other instructions on the use of the Card as may be given by Cardlink to the Cardmaster from time to time.

5. LOSS OF CARD

5.1 If the Card is lost or stolen or otherwise ceases to be in the possession of the Cardmaster or the Card User, the Cardmaster shall immediately notify Cardlink by the fastest available means of communication giving all available information as to the circumstances of such loss or theft, shall confirm all such information to Cardlink in writing and shall take all reasonable steps that Cardlink may require to assist Cardlink to recover the Card.

5.2 The Cardmaster shall be liable for all purchases made prior to receipt of such initial notification by Cardlink but shall have no liability for purchases made with the Card after such receipt.

6. WITHDRAWAL OF CARD

6.1 Upon a Card User ceasing for any reason to be authorised by the Cardmaster to use the Card, or any Vehicle ceasing to be a Vehicle operated by the Cardmaster, then the Cardmaster shall immediately notify Cardlink and return the Card previously issued to the Card User to Cardlink.

6.2 The Cardmaster shall be liable for all purchases made prior to receipt by Cardlink of the Card but shall have no liability for purchases made after such receipt with the Card or in respect of any Vehicle ceasing to be subject to a Card.

7. INDEMNITY

The Cardmaster and the Named Persons shall indemnify Cardlink in respect of all claims, costs and expenses or other losses of whatsoever kind made against or incurred by Cardlink arising from the loss, theft or fraudulent or other misuse of the Card by the Card User or any other person, which occur prior to initial notification by the Cardmaster under 5 above or receipt of the Card pursuant to 6 above or as a result of the breach by the Cardmaster of these terms and conditions or otherwise arising directly or indirectly as a result of Cardlink having agreed to furnish the Card to the Cardmaster.

8. RETURN OF THE CARD

The Card is at all times the property of Cardlink and shall be returned by the Cardmaster immediately upon the request of Cardlink at any time for any reason without obligation on Cardlink to reissue the Card.

9. CANCELLATION

9.1 Cardlink may upon the cancellation, loss, theft, destruction of the Card or any other reason give such notice as it thinks fit that the Card is no longer valid.

9.2 Cardlink shall be entitled to disclose to any Supplier or any other person the reason for the invalidity of the Card. The Cardmaster and the Named Persons waive all rights of action against Cardlink in relation to disclosure whether given negligently or otherwise and irrespective of whether the disclosure is false, misleading or otherwise in error.

9.3 Cardlink may at any time disclose to any third party information concerning the Account as may be necessary for the operation of the Card.

10. PURCHASE OF SUPPLIES

10.1 The Cardmaster shall ensure that the Card User obtains a Sales Voucher in respect of Sales Voucher Purchases. Each Sales Voucher shall be signed by the Card User at the time of purchase of the Supplies. The signature by the Card User of a Sales Voucher shall constitute a purchase by the Cardmaster from the Supplier of all Supplies to which that Sales Voucher relates. The Cardmaster shall have no right to dispute the amount of any Sales Voucher or the authority of the Card User to purchase those Supplies.

10.2 On-line Purchases debited to a Card by a Supplier's website, shall constitute a purchase by the Cardmaster. The Cardmaster shall have no right to dispute the amount of any On-line Purchase or the authority of the Card User to purchase those Supplies.

10.3 Cardlink shall not be liable to the Cardmaster for any loss, damage, costs or expenses suffered by the Cardmaster and arising directly or indirectly from failure by the supplier to accept a Card or failure by the Supplier to charge the normal cash price for Supplies notwithstanding that such failure may constitute a breach of any contract or agreement between the Supplier and Cardlink.

10.4 Cardlink shall not be liable for any act or omission of any Supplier or any defect or deficiency in any Supplies acquired by use of the Card. The Cardmaster will be solely responsible for any claim against or dispute with any Supplier and the existence of such claim or dispute shall not relieve the Cardmaster of

the obligation to pay the amount of all charges due to Cardlink set out in the Statement.

11. WARRANTY BY CARDMASTER

Signature by a Card User on a Sales Voucher in conjunction with the use of the Card and use of a Card for an On-line Purchase shall constitute a warranty by the Cardmaster that:

(a) All statements, amounts and other information contained in the Sales Voucher or provided to the Supplier's website on the internet are true and correct in all respects and reflect a genuine commercial transaction between the Supplier and the Cardholder and there are no collateral contracts or other representations in existence affecting the sale of the Supplies to which the Sales Voucher relates.

(b) In the case of a Sales Voucher Purchase, after its completion and signature the Sales Voucher has not been altered or added to.

(c) The Cardmaster has no right to dispute or withhold payment to Cardlink in respect of the whole or any part of the amounts shown on the Sales Voucher.

(d) The transaction complies in all respects with the requirements of any law or regulation.

(e) The benefit of the transaction has not been assigned, pledged or dealt with by the Card User in any manner or in favour of any person other than the Cardmaster.

12. PROPERTY IN THE SUPPLIES

Cardlink acknowledges that the Cardmaster shall subject to payment being made in full to Cardlink have the property in the Supplies and shall be entitled to the benefit of all terms and warranties relating to the Supplies. Notwithstanding any period of credit, legal and beneficial ownership of the Supplies shall vest in Cardlink until payment is made in full to Cardlink. If payment is overdue Cardlink may recover and resell the Supplies. The Cardmaster grants to Cardlink a security interest in all of the Supplies and their proceeds and acknowledges that these terms and conditions constitute a security agreement.

13. CARDLINK LIABILITY

Cardlink shall not be liable to the Cardmaster or the Card User for any defects in the Supplies purchased or any Supplies improperly made or supplied or for any mechanical failure of a vehicle resulting from such defects nor for any loss, damage or claim whatsoever arising from such defects, whether directly or indirectly caused and whether suffered by the Cardmaster, the Card User or any third party.

14. PAYMENT FOR SUPPLIES

For supplies purchased by the Card User, Cardlink shall pay the Supplier the amount shown on the Sales Voucher submitted to Cardlink by the Supplier where such Sales Voucher is legibly impressed with the Card of the Card User and is signed by the Card User and shall debit the Account of the Cardmaster with the amount shown on the Sales Voucher in the manner set out in 15.

15. CARDLINK CHARGES

Immediately following the conclusion of each Charge Period the Cardmaster will be issued a Statement, which will set out the total amount owing to Cardlink. All Charges, including Charges from all Card Users, are due and payable to Cardlink immediately upon receipt by the Cardmaster of the statement.

16. PAYMENT BY THE CARDMASTER

16.1 The Cardmaster shall make payment either by authorising its bankers to pay by direct debit initiated by Cardlink, or by cheque if authorised by Cardlink the Charges referred to in clause 15.

16.2 Where payment is not made in full by the Cardmaster, the monies received by Cardlink shall be applied in such a way as Cardlink shall in its sole discretion determine. Subject to such discretion, the monies received by Cardlink shall be applied in payment of all the running costs, charges and levies referred to in clause 15.

16.3 Payment in full must reach Cardlink at its offices at Level 1, 37-41 Carbine Road, Mt. Wellington, Auckland, or if by direct debit being electronically received, no later than the due date for payment as specified on the Statement. Any payment made will not be deemed to have been received by Cardlink until the date on which such payment is actually credited to your Account.

16.4 If a payment is dishonoured, the amount in question shall be re-debited to your Account and you will be charged a dishonour fee as determined by Cardlink from time to time and notified to you, but without prejudice to the right of Cardlink to charge interest or any other rights and remedies available to Cardlink. In addition to the Cardmaster the Named Persons will also be liable for any outstanding amounts, as well as any legal and collection costs incurred in recovering the outstanding amount, including interest, until payment in full is made.

16.5 Cardlink may at the time when a Charge is incurred on request agree to accept payments in respect of the Charge incurred by means of an arranged instalment plan, subject to the terms of that plan, and Cardlink's approval. That Charge may then be repaid by instalments over a period nominated agreed with Cardlink. If this is agreed, the Cardmaster must pay to Cardlink a finance charge as may be determined by Cardlink from time to time, calculated from the time the Charge is incurred until final payment is made. This arrangement will be the subject of a controlled credit contract pursuant to the Credit Contract & Consumer Finance Act 2003, and as such Cardlink will comply with the disclosure provisions of the Act.

17. TERM AND TERMINATION

17.1 The term of this agreement shall be for a period of 12 months from the date on which Cardlink accepts the completed Application Form of the Cardmaster and shall continue thereafter unless terminated by 30 Business Days' notice by either Cardlink or the Cardmaster.

17.2 Notwithstanding any prior waiver of its rights, Cardlink may terminate this agreement in respect of a Cardmaster or any defaulting Card User in any of the following circumstances:

(a) Failure for 5 Business Days by the Cardmaster or Card User to pay any monies due under the terms and conditions.

(b) Failure by the Cardmaster or Card User to observe the terms and conditions after 5 Business Days' notice specifying the default has been given by Cardlink.

(c) The Cardmaster or the Card User becoming insolvent, ceasing or threatening to cease business or having a receiver appointed for execution or distress levied upon any of its assets or a meeting being called of the Cardmaster's or Card User's creditors or any of them for the purposes of financial restructuring or the payment of money due.

(d) The Cardmaster or the Card User entering into or attempting to enter into a composition with their creditors or (in the case of a limited liability company) going into liquidation excepting a voluntary liquidation for the purposes of amalgamation or reconstruction of the Cardmaster or the Card User.

17.3 The termination of this agreement shall not affect the rights or liabilities of any party against the other to the date of such termination.

17.4 The outstanding balance on the Account shall immediately become due and payable on the termination of this agreement and the Cardmaster or the Card User shall immediately return all Cards to Cardlink.

18. OTHER LIABILITY

The Cardmaster, the Card User and the Named Persons acknowledge and agree that they are jointly and severally liable for all charges made with or incurred by the use of the Cards issued to the Cardmaster and the Card User.

19. FORCE MAJEURE

Cardlink shall be under no liability to the Cardmaster for failure to perform its obligations set forth in the terms and conditions if such failure is due to conditions beyond the reasonable control of Cardlink, its agents, subcontractors or employees.

20. WAIVER

Any neglect, forbearance or indulgence on the part of Cardlink relating to its strict rights under the terms and conditions shall not be deemed to be an express or implied waiver of such rights.

21. ASSIGNMENT

The Cardmaster shall not assign, subcontract or otherwise deal with its rights under the terms and conditions.

22. NOTICES

All communications between the parties to the terms and conditions shall be given in writing and be deemed to have been given to the addressee at the time stated below provided that the notice is addressed to the last known business address of the other party and is properly franked or otherwise pre-paid.

(a) By mail - 4 days after despatch

(b) By cable - 2 days after despatch

(c) By facsimile, telex or other electronic means of written communication - 6 hours after despatch during business hours otherwise 4 hours after commencement of business after that period.