

# Terms and Conditions

Please print this form, sign at bottom of page, scan and return to [admin@dieseldan.nz](mailto:admin@dieseldan.nz)

Welcome to Dieseldan.nz. These Terms and Conditions govern your use of our Website, services and sale of diesel. By accessing or using our Website, you agree to comply with and be bound by these Terms. If you do not agree with any part of these Terms, please do not use our Website.

## 1. General

1.1 The intent of this agreement between Diesel Dan, trading as Fuelcare Ltd, and the customer/account holder is to mutually agree to conduct business between the two parties in a fair, equitable and civil way.

1.2 Dieseldan.nz provides information, products, and services related to diesel fuel.

1.3 You must be at least 18 years old to use our Website or make a purchase.

1.4 We reserve the right to update, modify, or discontinue any part of our Website or service without prior notice.

## 2. Products and Services

2.1 All products and services are subject to availability

2.2 We strive to ensure that product descriptions and pricing are accurate; however, we do not guarantee that all information is error-free. We reserve the right to correct any errors and cancel orders if necessary.

2.3 Prices are subject to change without notice.

2.4 Purchases made from Dieseldan are subject to the price at delivery date.

2.5 Deliveries are made on request by the account holder and or tanks topped up at the discretion of Diesel Dan as agreed to by the account holder.

2.6 Access must be maintained to a standard that allows the delivery vehicle free and unencumbered way to a point where hoses will reach the tank.

## 3. Payments

3.1 Payments in full must be made within 10 days of invoice date or otherwise mutually agreed to.

3.2 Payment must be made by internet banking

## 4. User Accounts and Responsibilities

4.1 An account needs to be created to have diesel delivered. You are responsible for maintaining the confidentiality of your account credentials.

4.2 You agree not to engage in any fraudulent, abusive, or harmful activities on our Website.

4.3 We reserve the right to suspend or terminate any account that violates these Terms.

## 5. Intellectual Property

5.1 All content on Dieseldan.nz, including text, images, logos, and product descriptions, is the property of Dieseldan or its licensors and is protected under copyright and trademark laws

5.2 You may not reproduce, distribute, or use our content for commercial purposes without our explicit written permission.

## 6. Limitation of Liability

6.1 Dieseldan.nz and its affiliates are not liable for any direct, indirect, incidental, or consequential damages arising from the use of our Website products or services.

6.2 We do not guarantee that our Website will be free from errors, viruses, or interruptions.

6.3 In no event shall our total liability exceed the amount you paid for a product or service purchased through our Website.

6.4 All due care is taken of property during delivery of diesel but no responsibility can be accepted for damage to ground surfaces, structures, flora and fauna.

6.5 Fuel delivered is filtered, no responsibility is accepted when fuel is in the tank.

6.6 Spills by Diesel Dan are considered serious and will be dealt with accordingly.

## 7. Third-Party Links

7.1 Our Website may contain links to third-party websites. We do not control or endorse these websites and are not responsible for their content or policies.

7.2 Any transactions or interactions with third-party websites are at your own risk.

## 8. Privacy Policy

8.1 Your use of our Website is also governed by our **Privacy Policy**, which outlines how we collect, use, and protect your information.

## 9. Governing Law

9.1 These Terms shall be governed by and interpreted under the laws of New Zealand.

9.2 Any disputes arising from these Terms shall be resolved firstly by communicating or secondly in the appropriate courts of New Zealand.

## 10. Changes to These Terms

10.1 We reserve the right to update these Terms at any time. Changes will be posted on this page with the revised, "Last Updated" date.

10.2 Your continued use of the Website and deliveries of diesel after changes have been posted constitutes your acceptance of the revised Terms.

## 11. Contact Information

For any questions regarding these Terms, please contact us

at:- [Dieseldan.nz](http://Dieseldan.nz) [admin@dieseldan.nz](mailto:admin@dieseldan.nz)

## Agreement

I/ we the customer.....confirm I/we have read the terms and conditions, understand and agree with them, therefore agree to be bound by them.

Name of Signatory (please print).....

Signature.....

Position of Signatory (please print).....

Date.....

If the Customer is a limited liability company these Terms **must** be signed by a director of the Customer company.

If the Customer is a limited Partnership these Terms must be signed by the general partner.