



Adelaide Fuel Distributors

Commercial Credit Application

COMMERCIAL CREDIT APPLICATION

(FOR COMPANIES (including TRUSTEE COMPANIES)/PARTNERSHIPS/SOLE TRADERS)

CODE
 CODE

ALL SECTIONS MUST BE COMPLETED IF APPLICABLE

PART 1: FOR COMPANIES (INCLUDING TRUSTEE COMPANIES)

REGISTERED COMPANY NAME	A.B.N
	A.C.N

FULL NAME & DETAILS OF ALL DIRECTORS (If more than two Directors, please list separately)

1. NAME _____ PHONE _____

DRIVERS LICENCE NO _____ EXPIRY DATE _____ DATE OF BIRTH _____

RESIDENTIAL ADDRESS _____

(please tick) owned leased purchasing

2. NAME _____ PHONE _____

DRIVERS LICENCE NO _____ EXPIRY DATE _____ DATE OF BIRTH _____

RESIDENTIAL ADDRESS _____

(please tick) owned leased purchasing

PART 2: FOR SOLE TRADERS AND PARTNERSHIPS

FULL NAME & DETAILS OF ALL DIRECTORS (If more than two Principals, please list separately)

1. NAME _____ PHONE _____

DRIVERS LICENCE NO _____ EXPIRY DATE _____ DATE OF BIRTH _____

RESIDENTIAL ADDRESS _____

(please tick) owned leased purchasing

2. NAME _____ PHONE _____

DRIVERS LICENCE NO _____ EXPIRY DATE _____ DATE OF BIRTH _____

RESIDENTIAL ADDRESS _____

(please tick) owned leased purchasing

PART 3: APPLICANT'S BUSINESS DETAILS

TRADING NAME _____ A.R.B.N _____ BUSINESS COMMENCED ____/____/____

RELATED TRADING ENTITIES _____ GRID/RAPID No _____

NATURE OF BUSINESS _____

BUSINESS PROPERTY owned leased purchasing APPROX NET VALUE \$ _____

POSTAL ADDRESS _____ POST CODE _____

DELIVERY ADDRESS _____ POST CODE _____

BUSINESS PHONE # _____ PRIVATE PHONE # _____ FACSIMILE # _____ MOBILE # _____

EMAIL ADDRESS _____ ANNUAL TURNOVER \$ _____

ACCOUNT CONTACT NAME _____ POSITION _____ PHONE _____

CURRENT FUEL SUPPLIER		
NAME	NAME	NAME
IS THE APPLICANT A TRUSTEE FOR ANY TRUST? IF YES, PROVIDE FULL NAME _____ ABN: _____		YES <input type="checkbox"/> NO <input type="checkbox"/>
HAS THE APPLICANT OR ANY ASSOCIATED COMPANY, BODY OR PERSON TRADED WITH OUR COMPANIES OR BUSINESSES IN THE PAST? IF YES, UNDER WHAT NAME? _____		YES <input type="checkbox"/> NO <input type="checkbox"/>
HAS THE APPLICANT OR ANY ASSOCIATED COMPANY, BODY OR PERSON ENTERED A PART X, BANKRUPTCY, ADMINISTRATION, DEED OF COMPANY ARRANGEMENT, LIQUIDATION OR RECEIVERSHIP IN THE PAST? IF YES, PROVIDE DETAILS _____		YES <input type="checkbox"/> NO <input type="checkbox"/>

PART 4: ACCOUNT DETAILS (tick the applicable box/es)

BULK / LUBE / SAFETY ACCOUNT / ONSITE REFUELLING <input type="checkbox"/>	STARCARD ACCOUNT <input type="checkbox"/>
MONTHLY CREDIT LIMIT SOUGHT \$	MONTHLY CREDIT LIMIT SOUGHT \$

PART 5: TRADE REFERENCES

REFERENCE NAME	ADDRESS	TELEPHONE NUMBER

PART 6: TERMS AND CONDITIONS

1. **Definitions**
In these terms and conditions of sale:
 - (a) The term "Buyer" shall mean:
 - (i) The company referred to in Part 1 of the Commercial Credit Application including its partners, contractors, servants, agents and employees;
 - (ii) The sole trader or partner/s referred to in Part 2 of the Commercial Credit Application including his/her partners, contractors, servants, agents and employees.
 - (b) The term "Seller" shall mean:
 - (i) Fredericks Petroleum P/L including its subsidiaries, partners, contractors, servants, agents and employees;
 - (c) The term "Goods" shall mean any petroleum and/or another product sold by the Seller to the Buyer.
 - (d) The term "PPSA" means the Personal Property Securities Act 2009;
 - (e) "accession", "collateral", "financing statement", "financing charge statement", "register", and "security agreement", have the meaning defined in Section 10 of the PPSA.
 - (f) "security interest" has the meaning defined in Section 12 of the PPSA.
 - (g) "purchase money security interest" has the meaning defined in section 14 of the PPSA.
 - (h) "verification statement" has the meaning defined in section 155 of the PPSA.
 - (i) "interested person" has the meaning defined in section 275(9) of the PPSA.
2. **Entire contract**
 - (a) These conditions, the terms and conditions of the Commercial Credit Application, the Distribution Star Card Terms and Conditions (if applicable), Supply Agreement and any Seller's Direct Debit Service Agreement (if applicable) entered into by the Seller and the Buyer are the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement, or constitutes any collateral agreement, warranty or understanding.
 - (b) Notwithstanding the preceding paragraph, in circumstances where there is a pre-existing written credit agreement (**Original Agreement**) between the Buyer and the Seller, these terms and this agreement will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with the terms herein, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by the terms herein in which case they will co-exist with the terms herein, and, to the extent of any inconsistency, these terms will prevail.
 - (c) Subject to clause 13, this agreement is subject to change without notice by the Seller and these conditions do not constitute an offer to sell or to supply goods to any Buyer.
- (d) Where there is any conflict between these conditions and the terms of any Supply Agreement with Equipment Licence, these conditions shall prevail.
3. **Limitation of Liability**
 - (a) The Seller is not liable for any loss caused to the Buyer by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Seller's control.
 - (b) In relation to the supply of goods, the Seller's liability is limited to:
 - (i) replacing the goods or supplying similar goods;
 - (ii) repairing the goods;
 - (iii) providing the cost for replacing the goods or for acquiring equivalent goods; and
 - (iv) providing the cost for having the goods repaired.
 - (c) In relation to the supply of services, the Seller's liability is limited to:
 - (i) supplying the service again; or
 - (ii) providing for the cost of having the services supplied again.
 - (d) The Seller is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Buyer.
4. **Default**
The Buyer agrees:
 - (a) to pay for any amount due within 14 days from end of month in which the Goods are purchases or as per any other terms outlined in the Seller's offer documents unless otherwise agreed between the parties.
 - (b) payment for all Goods becomes immediately due and payable if:
 - (i) an amount due remains unpaid as at the due date;
 - (ii) the Buyer enters either Bankruptcy, Part X, Receivership, Voluntary Administration or Liquidation;
 - (iii) a meeting of the Buyer's creditors is called.
 - (c) that should the Buyer not pay for the Goods or services supplied by the Seller in accordance with these terms then the Seller will be entitled to charge:
 - (i) an administration fee of 10% of any amount not paid when due and a further 10% per annum until payment of the amount owing is received; and
 - (ii) to pay interest at a rate not exceeding 2% per month, calculated daily on any amount not paid when due;
 - (d) to pay to the Seller any and all reasonable costs and expenses incurred by the Seller or which will be incurred by the Seller in respect of any action for recovery of overdue monies or repossession of goods including but not limited to debt collector's fees, agent fees, legal fees (on a full indemnity basis) and all other fees of other parties acting for the Seller. The Buyer's liability for payment of the Seller's expenses also extends to administrative, collection and solicitor fees (on a full indemnity basis) that are incurred or will be incurred by the Seller in registering, preserving and/or enforcing its rights pursuant to the PPSA;
 - (e) that the Seller may refuse credit to the Buyer with the provision of written reasons and/or cancel all credit facilities granted to the Buyer with notice and the provision of written reasons.

TERMS AND CONDITIONS

(f) Should any rebate be given to the Buyer and the Buyer is in default of any of these terms and conditions the Seller reserves the right to reverse or remove any such rebate from the overdue and current purchases.

5. Termination

This agreement may be terminated by the Seller immediately by notice in writing to the Buyer if any one or more of the following occur:

- (a) the Buyer fails to perform or observe any of its duties, obligations or responsibilities under this agreement;
- (b) this Buyer engages in any conduct or practice that in the opinion of the Seller is detrimental or harmful to the name, goodwill, reputation or interests of the Seller;
- (c) the Buyer (if a company) passes a resolution to wind up voluntarily (other than for the purposes of reconstruction or amalgamation) or has a winding up petition filed against it or a receiver, receiver/manager or any other form of insolvency administrator appointed to it or any of its property;
- (d) the Buyer becomes a bankrupt or any director or shareholder of the Buyer becomes a bankrupt;
- (e) where the Buyer consists of two or more persons in a partnership, one or more of them become a bankrupt;
- (f) where the Buyer consists of two or more persons in a partnership, the partnership is dissolved;
- (g) the Buyer defaults under clause 4 as above.

6. Retention of title and PPSA

- (a) All Goods shall remain the property of the Seller until the Buyer has made payment in full for the Goods and, further, until the Buyer has made payment in full of all other money owing by the Buyer to the Seller (whether in respect of money payable under a specific contract or on any other account whatsoever).
- (b) Whilst the Buyer has not paid for the goods supplied in full at any time, the Buyer agrees that property and title in the goods will not pass to the Buyer and the Seller retains the legal and equitable title in those goods supplied and not yet sold.
- (c) Goods in the Buyer's possession but not yet paid for in full are held by the Buyer in a fiduciary capacity for the Seller and must be stored in such a manner that they are clearly identifiable as the property of the Seller and the Buyer will not mix the goods with other similar goods.
- (d) The Buyer may sell the Goods in the ordinary course of business but until full payment for the Goods has been made to the Seller, the Buyer sells as agent and bailee for the Seller and any proceeds of sale received by the Buyer are held on trust for the Seller and must be held separately and not mixed with any other funds of the Buyer.
- (e) The Buyer's indebtedness to the Seller, whether in full or in part, will not be discharged by the operation of clause 6(d) hereof unless and until the funds held on trust are remitted to the Seller.
- (f) The Buyer irrevocably authorises the Seller and its servants and agents to enter upon the Buyer's premises with notice, at any time, for the purposes of examination or recovery of Goods and to repossess the goods which may be in the Buyer's possession while payment is overdue. Such rights shall be without prejudice to the Seller's rights to claim damages for breach of contract.
- (g) The Buyer will be responsible for the Seller's reasonable costs and expenses in exercising its rights under clause 6(f). Where the Seller exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Buyer against the Seller, its employees, servants or agents.
- (h) The Buyer agrees that where the goods have been retaken into the possession of the Seller, the Seller has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Buyer on those goods, and the Buyer hereby grants an irrevocable licence to the Seller to do all things necessary to sell the goods bearing the name or trademark of the Buyer.
- (i) The Buyer may use the Goods in product or items on the condition that the products or items will be the Seller's property as security for payment of all outstanding monies owed by the Buyer to the Seller.
- (j) These terms and conditions constitute a security agreement for the purposes of the PPSA and a purchase money security interest is taken by the Seller in Goods previously supplied by the Seller to the Buyer (if any) and Goods that will be supplied in the future to the Buyer.
- (k) Unless otherwise agreed between the parties, Buyer undertakes to:
 - (l) sign any further documents and/or provide further information, such information to be complete, accurate

and up-to-date in all respects which the Seller may reasonably require to register a financing statement or financing change statement on the register;

- (ii) indemnify, and upon demand, reimburse the Seller for all expenses incurred in registering a financing statement or financing change statement on the register;
 - (iii) give the Seller not less than 14 days prior written notice of any proposed change in the Buyer's details, including but not limited to, changes in address, facsimile number, or business practice.
- (l) Pursuant to section 275(6) of the PPSA, the Buyer agrees it will not disclose to an interested person information pertaining to the Seller's purchase money security interest without prior approval of the Seller.
 - (m) Pursuant to section 115 of the PPSA, the Buyer agrees, to the extent permitted by law, that it shall have no rights under Chapter 4 (Enforcement of security interests) to receive:
 - (i) a notice of removal of accession;
 - (ii) a notice of enforcing security interests in accordance with land law decisions;
 - (iii) a notice of disposal of collateral;
 - (iv) a statement of account where there is no disposal of collateral;
 - (v) a notice of retention of collateral.
 - (n) For the avoidance of doubt, until ownership of the goods passes, the Buyer waives its rights it would otherwise have under the PPSA:
 - (i) under section 95 to receive notice of intention to remove an accession;
 - (ii) under section 118 to receive notice that the Seller intends to enforce its security interest in accordance with land law;
 - (iii) under section 121(4) to receive a notice of enforcement action against liquid assets;
 - (iv) under section 129 to receive a notice of disposal of goods by the Seller purchasing the goods;
 - (v) under section 130 to receive a notice to dispose of goods;
 - (vi) under section 132(2) to receive a statement of account following disposal of goods;
 - (vii) under section 132(4) to receive a statement of account if no disposal of goods for each 6 month period;
 - (viii) under section 135 to receive notice of any proposal of the Seller to retain goods;
 - (ix) under section 137(2) to object to any proposal of the Seller to retain or dispose of goods;
 - (x) under section 142 to redeem the goods;
 - (xi) under section 143 to reinstate the security agreement; and
 - (xii) under section 157(1) and 157(3) to receive a notice of any verification statement.
 - (o) The Buyer irrevocably grants to the Seller the right to enter upon the Buyer's property or premises, with notice, and without being in any way liable to the Buyer or to any third party, if the Seller has cause to exercise any of their rights under sections 123 and/or 128 of the PPSA, and the Buyer shall indemnify the Seller from any claims made by any third party as a result of such exercise.
- ## 7. Security / charges
- (a) The Buyer charges in favour of the Seller all of its estate and interest in any real property that the Buyer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
 - (b) The Buyer charges in favour of the Seller all of its estate and interest in any personal property that the Buyer owns at present and in the future with the amount of its indebtedness hereunder until discharged.
 - (c) The Buyer appoints as its duly constituted attorney the Seller's company secretary from time to time to execute in the Buyer's name and as the Buyer's act and deed any real property mortgage, bill of sale or consent to any caveat the Seller may choose to lodge against real property that the Buyer may own in any Land Titles Office in any state or territory of Australia.
 - (d) Where the Buyer has previously entered into an agreement with the Seller by which the Buyer has granted a charge, mortgage or other security interest (including a security interest as defined in the *Personal Property Securities Act 2009 (PPSA)*) over or in respect of real or personal property, those charges, mortgages or other security interests and the terms which directly or indirectly create rights, powers or obligations in respect thereto will continue and co-exist with the obligations and security interests created in this agreement and will secure all indebtedness and obligations of the Buyer under this agreement. The Seller may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

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8. Delivery

The Buyer agrees that any date of delivery specified by the Seller is an estimate only, however, the Seller shall endeavour to delivery by any date specified. In no case shall the Seller be liable to the Buyer for any loss or damage arising as a result or consequence of any failure by the Seller to deliver by any specified date.

9. Risk

The risk in the goods purchased shall pass to the Buyer upon delivery to the Buyer or his agent or to a carrier commissioned by the Buyer.

10. Price

- (a) The prices charged on invoices will be the Seller's wholesale/retail price on the day of delivery less any negotiated/agreed rebates.
- (b) Prices may be changed upon written notification.

11. Cancellation Returns and Credits

Save and except as may be required by any applicable State or Federal legislation:

- (a) Goods will not be accepted for credit without the prior agreement of the Seller.
- (b) Requests for credits arising from incorrect invoicing must be made before the due date of the invoice in question.
- (c) Unless otherwise agreed in writing orders cannot be cancelled once the order has been placed and the Buyer shall be liable for the full purchase price notwithstanding any purported cancellation of an order.

12. Costs

- (a) The Buyer must pay for its own legal, accounting and business costs and all costs incurred by the Seller relating to any default by the Buyer. The Buyer must also pay for all stamp duty and other taxes payable on this agreement (if any).
- (b) The Buyer will pay the Seller's reasonable costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Buyer, including collection costs, debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Buyer to the Seller irrespective of whether pursuit of the recovery action, claim or remedy is successful.
- (c) Subject to clauses (d) and (f), payments by, or on behalf of, the Buyer will be applied by the Seller as follows:
 - (i) Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 6(f) and (b).
 - (ii) Secondly, in payment of any interest incurred in accordance with clause 4(c)(ii).
 - (iii) Thirdly, in payment of the outstanding invoice(s).
- (d) Unless otherwise agreed between the parties the Seller may apply and allocate payments received by, or on behalf of, the Buyer in a manner in the Seller's absolute and unfettered discretion, including so as to attribute the payments to satisfy obligations which are or are not secured by a purchase money security interest or otherwise.
- (e) To the extent that payments have been allocated to invoices by the Seller in its business records, the Seller may, in its sole and unfettered discretion, allocate and/or retrospectively reallocate payments in any manner whatsoever at any time whatsoever.
- (f) Payments allocated (and/or reallocated) under clause (d) and/or (e) will be treated as though they were allocated or reallocated, respectively, in the manner determined by the Seller on the date of receipt of payment.

13. Authority to vary conditions and waiver

- (a) No employee, servant, agent or representative of the Seller has any authority to vary these conditions or any part of them, and without limiting the generality of the foregoing, no warranty, representation, promise, agreement, term or condition whether express or implied made by any employee, servant, agent or representative of the Seller shall be deemed to be included in or form part of these conditions of sale, or to operate in any way collateral to these conditions of sale other than those warranties, representations, promises, agreements, terms or conditions which expressly appear in these conditions of sale.
- (b) A waiver of any provision or breach of this agreement by the Seller must be made by an authorised officer of the Seller in writing. A waiver of any provision or breach of this agreement by the Buyer must be made by the Buyer's authorised officer in writing.
- (c) Any proposed variation to these terms and conditions by the Buyer must be requested in writing. The Seller may refuse any such request with the provision of written reasons.
- (d) Variations requested by the Buyer will only be binding upon the

Seller if they are accepted in writing.

14. Claims

Any claim for non-delivery, shortage in supply or damage occurring during the course of delivery or any claim for rejects by a Buyer must be in writing and given to the Manager of the Seller within 24 hours of delivery.

15. Set off

- (a) All payments required to be made by the Applicant under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding, unless agreed to otherwise by the Supplier and the Applicant in writing. Any reasonable requests to set-off or withhold amounts outstanding, will be considered by the Supplier.
- (b) Any amount due to the Seller from time to time may be deducted from any monies which may be or may become payable to the Buyer by the Seller.

16. Trustee capacity

- (a) If the Buyer is the trustee of a trust (whether disclosed to the Seller or not), the Buyer warrants to the Seller that:
 - (i) the Buyer enters into this agreement in both its capacity as trustee and in its personal capacity;
 - (ii) the Buyer has the right to be indemnified out of trust assets;
 - (iii) the Buyer has the power under the trust deed to sign this agreement; and
 - (iv) the Buyer will not retire as trustee of the trust or appoint any new or additional trustee without advising the Seller.
- (b) The Buyer must give the Seller a copy of the trust deed upon request.

17. Severances

If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall, to the extent of the invalidity, be severed without prejudice to the continuing force and validity of the remaining conditions.

18. Jurisdiction

Notwithstanding any implication of law to the contrary, all contracts between the Buyer and the Seller shall be deemed to be made and construed and to be enforceable in accordance to the laws of the state of South Australia and by mutual consent to be subject to the jurisdiction of the courts of South Australia.

19. Note for resellers

This application applies to all products supplied by the Seller.

20. GST clause

The buyer shall be responsible for the payment of any goods and services tax or similar tax imposed on the Buyer and/or Seller in relation to any payment made or payable or otherwise arising between the Buyer and Seller, and further the Buyer shall, where any such tax has been paid by the Seller or is to be paid by the Seller, immediately reimburse and indemnify the Seller in relation to same.

21. Warranty

The Buyer warrants that all information supplied in its Application for credit is true and correct. The Buyer further warrants that it will notify the Seller in writing of any changes in the Buyer's ownership structure, management, control or trading status.

Privacy Act

The Applicant agrees to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012* contained in this document.

The Applicant hereby applies for the opening of an account and provides the information in support thereof.
I am/We are authorised to sign this credit application form on behalf of the Applicant and the information given is true and correct to the best of my/our knowledge.

Signature		Signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

Signature		Signature	
Name (print)		Witness name (print)	
Position		Date	
Date			

FOR COMPLETION BY THE SUPPLIER

The Applicant's credit application is accepted. Signed for and on behalf of the Supplier.

Signature		Position	
Name (print)		Date	

PRIVACY STATEMENT

1. This privacy statement encompasses consents, notifications and disclosures under or in relation to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012) (Act).
2. The terms of this statement operate concurrently with any pre-existing privacy statement, authorisation or notification, whether contained in our credit application, terms and conditions of trade or otherwise, save to the extent of any inconsistency in which case the terms of this privacy statement shall prevail.
3. For the purpose of this statement, the terms "personal information", "sensitive information", "credit eligibility information", "credit information", "commercial credit purpose", "credit guarantee purpose", "consumer credit purpose", "credit reporting body", "credit provider", "credit reporting information", "credit reporting code" carry the same meaning as under the Act and the term "Information" means personal information, sensitive information, credit eligibility information, credit reporting information and credit information, both severally and collectively.
4. The Supplier may collect personal information about the Applicant and/or Guarantor(s) for the Supplier's primary purposes which include the assessment of a credit application, reviewing existing credit terms, assessing credit worthiness, collecting overdue payments, assessing credit guarantees (current and prospective), internal management purposes, marketing, sales and business development purposes and direct marketing.
5. The Applicant and/or Guarantor(s) consent to the Supplier collecting, using and disclosing personal information (including sensitive information) for both their primary purposes specified herein and purposes other than the primary purposes, including the purpose of direct marketing.
6. The Supplier may collect, and may already have collected, Information from the Applicant and/or Guarantor(s), other credit providers, credit reporting bodies and other third parties for the purposes of its functions and activities including, but not limited to, credit, sales, marketing and administration. If the Information was not collected by the Supplier it may restrict or impede upon the Supplier trading with, extending credit to, continuing to extend credit to or extending further credit to the Applicant and/or Guarantor(s) or their related bodies corporate.

Veda Advantage
Level 15100 Arthur Street
NORTH SYDNEY NSW 2060
Tel: 1300 921 621

NCI
Level 2, 165 Grenfell St
ADELAIDE SA 5000
Tel: 1800 882 820

Creditor Watch
Level 13, 109 Pitt Street
SYDNEY NSW 2000
Tel: 1300 501 312

Dun & Bradstreet
Level 2, 143 Coronation Drive
MILTON QLD 4064
Tel: 07 3360 0600

Experian
Level 6, 549 St Kilda Road
MELBOURNE VIC 3004
Tel: 03 9699 0100

7. The Applicant and/or Guarantor(s) consent to the Supplier obtaining and making disclosure of Information about the Applicant and/or Guarantor(s) from and to a credit reporting body and/or another credit provider for a commercial credit related purpose and/or a credit guarantee purpose and/or a consumer credit purpose and/or another related purpose. The Supplier notifies the Applicant and/or Guarantor(s) that it may use and/or disclose credit eligibility information under section 21G of the Act.

The Supplier may provide personal information about the Applicant and/or Guarantor(s) to any or all of the credit reporting bodies nominated below. The Supplier intends to disclose default information to any or all of the credit reporting bodies listed below. The Applicant and/or Guarantor(s) consent to such disclosure. The Supplier's credit reporting policy contains a statement of notifiable matters in accordance with s21C of the Act and items 4.1 and 4.2 of the Credit Reporting Code in respect of disclosure to credit reporting bodies including what the information may be used for, what the Supplier may disclose and the Applicant's and/or Guarantor(s)' right to request limitations to the use of their information.

8. The Supplier may disclose Information to, and about them and the Applicant and/or Guarantor(s) hereby acknowledge that they consent to the disclosure of such information to the Supplier's employees, subsidiaries, employees, agents and related bodies corporate, past, present or prospective credit providers of the Applicant and/or Guarantor(s) or their related bodies corporate, including for the purpose of that person considering whether to offer to act as guarantor or offer security for that credit, and/or overseas recipients and recipients who do not have an Australian link in countries.

9. By reason of the Applicant's and/or Guarantor(s)' consent to the disclosure to overseas recipients hereunder, APP 8.1 will not apply to the Supplier's dealing with the Applicant's and/or Guarantor(s)' Information.

10. A full copy of the Supplier's privacy policy and credit reporting policy can be obtained from the Supplier's website (details above) or by making a request in writing directed to the Supplier's privacy officer. The Supplier's privacy policy and credit reporting policy contain information about how to access and seek correction of Information, or how to complain about a breach of the Act, APP, code(s) and how the Supplier will deal with any such complaint.

11. The Applicant and/or Guarantor(s) will be deemed to have acknowledged and accepted the terms of this privacy statement by either signing and returning this statement, failing to provide written notification to the Supplier within 14 days of receipt of this statement that its terms are not accepted, continuing to trade with the Supplier after receipt of this Statement or, if the Applicant and/or Guarantor(s) are directors or guarantors of a customer, by not taking steps to prevent the customer from continuing to trade with the Supplier after receipt of this statement.

THIS IS A LEGAL DOCUMENT. IF YOU ARE UNSURE OF ITS MEANING AND EFFECT WE STRONGLY RECOMMEND THAT YOU SEEK INDEPENDENT LEGAL AND OTHER APPROPRIATE ADVICE BEFORE YOU SIGN

THIS DOCUMENT DEED OF PERSONAL GUARANTEE AND INDEMNITY

(To be signed by Directors where the Applicant is a company or provision of guarantor to other entity)

To **Fredericks Petroleum Pty Ltd ABN trading as Adelaide Fuel Distributors and its related bodies corporate** (Supplier)

Name		Address	
Name		Address	

(Guarantors) hereby covenant and undertake and if more than one, jointly and severally, as follows.

1. Terms

In this Deed of Personal Guarantee and Indemnity:

- (a) "you" means Fredericks Petroleum Pty Ltd, including its subsidiaries, contractors, servants, agents and employees;
- (b) "we" and "us" means the guarantor/s named at the bottom of this Personal Guarantee and Indemnity;
- © "We/Our/Us" means the company named in Part 1 of the Commercial Credit Application to which this Personal Guarantee and Indemnity is attached;
- (d) "Goods" shall mean any petroleum and/or any other products sold by you to us;
- (e) the term "PPSA" means the Personal Property Securities Act 2009;
- (f) "accession", "collateral", "financing statement", "financing change statement" and "register" have the meaning defined in Section 10 of the PPSA;
- (g) "security interest" has the meaning defined in section 12 of the PPSA;
- (h) "verification statement" has the meaning defined in section 155 of the PPSA; and
- (i) "interested person" has the meaning defined in section 275(9) of the PPSA.

2. Recitals

- (a) We have requested you provide credit and/or Goods to the Buyer from time to time.
- (b) We consider that by providing this Personal Guarantee and Indemnity to you there will be commercial benefit flowing to the "We/Our/Us".

3. Personal Guarantee to pay anything owed by the "We/Our/Us" at any time

We personally guarantee the payment of anything the "We/Our/Us" owes you at any time and further personally guarantee to you that the "We/Our/Us" will comply with all obligations to you under all sale or other arrangements made between you and the "We/Our/Us".

4. Continuing Guarantee

- (a) This guarantee is a continuing guarantee and our liability under it is not affected or discharged by the insolvency of any of us or of the "We/Our/Us", nor by our death, or by you releasing us or the "We/Our/Us" or giving us or the "We/Our/Us" time to pay or to perform any obligation. Nor is it affected or discharged by any inaction by you on your rights either against the "We/Our/Us" or us.
- (b) We agree we will not be released from this Personal Guarantee and Indemnity until we have received written notice from you confirming this.

5. Costs

- (a) You are at liberty from time to time to charge Our account with all costs:
 - (i) the account of the Applicant;
 - (ii) this guarantee and indemnity;
 - (iii) any other security in respect of the indebtedness to you;
 - (iv) the preparation, completion and stamping of this deed; or
 - (v) the exercise or attempted exercise of any right, power or remedy conferred on "You/Your" under or by virtue of this deed; and the same will be part of the monies secured by this deed.
- (b) The "We/Our/Us" agree to pay the "You/Your" costs and

monies secured by this deed, disbursements incurred in recovering including debt recovery agency fees and legal costs on an indemnity basis.

(c) The "We/Our/Us" appoint as their duly constituted attorney the "You/Your" company secretary from time to time to execute in the "We/Our/Us" names and as the "We/Our/Us" act and deed any real property mortgage, bill of sale or consent to any caveat the "You/Your" may choose to lodge against real property that the "We/Our/Us" may own in any Land Titles Office in any state or territory of Australia, even though the "We/Our/Us" may not have defaulted in carrying out their obligations hereunder.

6. Undertaking of Personal Liability and Acknowledgement of Personal Nature of Liability

We undertake a personal liability to pay or do what we have guaranteed and we are aware that assets owned by us (such as our own cash, company shares, house and car or any other belongings or property of ours) may end up being taken to satisfy our liability under this guarantee.

7. Charge

- (a) As security for the punctual payment of any amount owed to you by the "We/Our/Us" at any time, we hereby charge all the assets owned by us, including, but not limited to, all our freehold and leasehold interests in land which we now have or may acquire as well as our personal property with payment of any and all monies owed to you by the "We/Our/Us" that are due and payable or may from time to time become due and payable (including but not limited to trading debts, interest, legal and collection costs).
- (b) Where the "We/Our/Us" have previously entered into an agreement with the "You/Your" by which the "We/Our/Us" have granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests will continue and co-exist with the obligations and security interests created in this deed and will secure all indebtedness and obligations of the "We/Our/Us" under this deed. The "You/Your" may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

8. PPSA

- (a) The charge referred to in clause 6 constitutes a security interest, insofar as it relates to our personal property, which may be registered by you on the register.
- (b) Pursuant to section 275(6) of the PPSA, we agree we will not disclose to an interested person information pertaining to your security interest without your prior approval.
- (c) Unless otherwise agreed to in writing by you, we waive our right to receive a verification statement in accordance with section 157(3) of the PPSA.
- (d) We undertake to:
 - (i) sign any further documents and/or provide further information, such information to be complete, accurate and up-to-date in all respects, which you may reasonably require to register a financing statement or financing change statement on the register;
 - (ii) indemnify, and upon demand, reimburse you for all expenses incurred in registering a financing statement or financing change

- statement on the register;
- (iii) give you not less than 14 days prior written notice of any proposed change in our details, including but not limited to, changes in your physical, postal address, facsimile number, phone number and email address.
- (e) Pursuant to section 115 of the PPSA, we agree, to the extent permitted by law, that we shall have no rights under Chapter 4 (Enforcement of security interests) to receive:
 - (i) a notice of removal of accession;
 - (ii) a notice of enforcing security interests in accordance with land law decisions;
 - (iii) a notice of disposal of collateral;
 - (iv) a statement of account where there is no disposal of collateral; or
 - (v) a notice of retention of collateral.

9. Preference

- (a) If you form the view, for any reason, after you receive a payment from the "We/Our/Us" and apply the payment to a debt owed to you by the "We/Our/Us", that you are obliged to disgorge the payment or portion thereof to a Liquidator appointed to the "We/Our/Us", your rights are reinstated in relation to the debt that you applied the payment to (as if the payment had never been made) and we shall be liable to pay you the amount you disgorge to the Liquidator.
- (b) We further indemnify you against any and all losses and/or legal costs you suffer (on a full indemnity basis) as a result of disgorging monies to any Liquidator appointed to the "We/Our/Us" and/or challenging and/or defending a preference demand and/or Claim made by a Liquidator.

10. Indemnity

- (a) In addition to our personal guarantee, we personally indemnify you against any and all losses that you may suffer as a result of the supply of Goods on credit to the "We/Our/Us" or otherwise suffer as a result of the "We/Our/Us" not complying with its obligations to you.
- (b) If the "We/Our/Us" does not comply fully, correctly and on time with its obligations to you, we are obliged to do so as if we were the "We/Our/Us", as soon as you ask us to.
- (c) We further indemnify you and shall pay you on demand all the amount of all losses, liabilities, costs and expenses (including, without limitation, legal expenses on a full indemnity basis) and all fees or other duties levied by any government agency in connection with the enforcement and/or attempted enforcement and/or preservation and/or attempted preservation of any rights under the Personal Guarantee and indemnity.

11. Privacy Act

The "We/Our/Us" agree to the terms of the Privacy Statement pursuant to the *Privacy Act 1988* (as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012*) contained in this document.

12. Joint and Several Liability

If there is more than one of us, our liability under the Personal Guarantee and Indemnity is joint and several.

SIGNED as a Deed.		DATE:
1. Guarantor's full name (please print)		Guarantor's signature
Witness name & address (please print)		Witness signature
2. Guarantor's full name (please print)		Guarantor's signature
Witness name & address (please print)		Witness signature
3. Guarantor's full name (please print)		Guarantor's signature
Witness name & address (please print)		Witness signature

CUSTOMER DDR SERVICE AGREEMENT

OUR COMMITMENT TO YOU

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Fredericks Petroleum Pty Ltd [039897] and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

INITIAL TERMS OF THE ARRANGEMENT

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount for Account/Invoice payments.

DRAWING ARRANGEMENTS

- The first drawing under this Direct Debit arrangement will occur on or after the date of receipt of the signed DDR form.
- If any drawing falls due on a non-business day, it will be debited to your account on the next business day following the scheduled drawing date.
- We will give you at least 14 days notice in writing or via telephone/fax/email when changes to the initial terms of the arrangement are made. This notice will state any changes to the initial terms.
- If you wish to discuss any changes to the initial terms, we can be contacted at the above address.

YOUR RIGHTS

CHANGES TO THE ARRANGEMENT

If you want to make changes to the drawing arrangements, contact us at the above address. These changes may include:

- deferring the drawing; or
- altering the schedule; or
- stopping an individual debit; or
- suspending the DDR; or
- cancelling the DDR completely.

ENQUIRIES

Direct all enquiries to us, rather than to your financial institution, and these should be made at least 5 working days prior to the next scheduled drawing date. All communication addressed to us should include your account number/code.

All personal customer information held by us will be kept confidential except that information provide to our financial institution to initiate the drawing to your nominated account.

DISPUTES

- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting our accounts payable on any of the above numbers.
- If you do not receive a satisfactory response from us relating to your dispute, contact your financial institution who will respond to you with an answer to your claim:
 - within 7 business days (for claims lodged within 12 months of the disputed drawing) or
 - within 30 business days (for claims lodged more than 12 months after the disputed drawing)
- You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

YOUR COMMITMENT TO US

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- that on the drawing date there is sufficient cleared funds in the nominated account; and
- that you advise us if the nominated account is transferred or closed.

If your drawing is returned or dishonoured by your financial institution, we will contact you and organise a means of payment. Any transaction fees payable by us in respect of the above will be debited to your account in addition to any relevant administration fees.

DIRECT DEBIT REQUEST

Customer Code: _____

I/We request you Fredericks Petroleum Pty Ltd User ID 039897 to arrange for funds to be debited from my/our nominated account at the financial institution shown below according to the schedule specified below.

Name	
Postal Address	
Signature(s)	
	<i>If debiting from a joint bank account, both signatures are required</i>
Date	_ / _ / _
BANK	
Branch of Financial Institution	
BSB No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Account Number.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Commencing on or after	_ / _ / _

DISTRIBUTOR STAR CARD

TERMS AND CONDITIONS

By using the Distributor Star Card (herein after referred to as Distributor Card) the Customer indicates acceptance of the Terms and Conditions as set out below. These are the terms and conditions upon which the Customer agrees to use the Distributor Star Card. The terms apply in addition to the conditions set in the Conditions of Sale and Starcard Commercial Credit Application.

1. INTERPRETATION

In these terms and conditions unless the context otherwise requires "Caltex" means Caltex Australia Petroleum Pty Ltd; "Cardholder" means the Customer and persons nominated and authorised by the Customer to use the Distributor Card; "the Company" means Fredericks Petroleum Pty Ltd (A.C.N 008 121 060) trading as Adelaide Fuel Distributors of 540 Cross Keys Road, Cavan; "Customer" means the person or persons who have been approved by the Company to use the Distributor Card Facility on these terms and conditions; "Distributor Card" means an embossed plastic credit card with an encoded magnetic strip, issued by the Distributor for use at any site within the Distributor's network of retail service station sites, in accordance with the terms of the Agreement; "Merchant" means a person authorised by the Company to provide Petroleum Products to Cardholders upon production of the Distribution Card; "Site" means any approved location as advised by the Distributor from time to time; "Statement" means a monthly invoice to be issued by the Company to the Customer in respect of Distributor Card purchases made during the month; "Transaction" means a transaction whereby Distributor Card is used by a Cardholder to purchase Petroleum Products as authorised by the Company from a Merchant, as evidenced by the one voucher or receipt.

2. THE DISTRIBUTOR CARD FACILITY

The Company agrees to provide the Customer a continuing credit account and Distributor Card (together known as the "Distributor Card Facility") to enable a customer and its Cardholders to purchase Petroleum Products and other goods or services as authorised by the Company at any site.

3. USE OF THE DISTRIBUTOR CARD

The Distributor Card Facility may be used only within the period of validity indicated on the Distributor Card and no Transactions shall be made using the Distributor Card Facility after its cancellation or termination. The Cardholder shall ensure that the outstanding balance of the Distributor Card Facility does not exceed the credit limit authorised by the Company from time to time without the Company's written consent. In the event of any failure to comply with this condition, any account in excess of such limit is payable on demand. The Distributor Card Facility may not be used for any transaction less than \$3.00.

4. CUSTOMER PURCHASES

The Cardholder may effect a purchase by the use of Distributor Card in a manner as advised by the Company from time to time. Upon the completion of a Distributor Card Transaction the Cardholder will receive a receipt voucher. It is the responsibility of the Customer to check that the details of the Transaction have been accurately recorded on the receipt or voucher. The receipt or voucher so issued shall be the only certification issued to the Customer in respect of the Distributor Card transaction.

5. PRICE

The purchase price of Petroleum Products purchased using the Distributor Card shall be agreed between the Customer and the Company from time to time.

6. PAYMENT

The Company will issue Statement for Distributor Card purchases and other charges at the end of each calendar month (or at such other times as the Company notifies the Customer). The Statements shall specify the amount owed to the Company as at the date indicated on the Statement together with any additional charges and fees applicable thereto. If the Customer has completed a direct debit authorisation in favour of the Company, the Customer will notify the Company and execute a new direct debit authorisation in favour of the Company if there are any variations to the details of the Customer's account as designated in the original direct debit authorisation. The Customer shall, within fourteen (14) days of the date of the Statement, pay in full to the Company all monies claimed in the Statement.

7. LATE PAYMENT

The Customer is in default if the payment of any invoice is not received by the due date and the Company may (without Limitation) cancel the Distributor Card. Payments received by the Company shall be applied firstly in payment of any unbilled or unpaid charges, secondly in respect of all government duties and taxes, thirdly in respect of any direct or indirect collection and/or enforcement expenses including legal costs (on a full indemnity basis) and bank charges, and the remainder in respect of the outstanding closing balance, plus any accrued but unbilled charges. A payment will not be treated as made until the date on which the payment is unconditionally credited to the account of the Company.

8. INTEREST

The Company may charge interest on all amounts not paid by the due date for payment and the Customer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the date for payment until the date the Company receives payment at such rate, up to but not exceeding 2% per month, as the Company may at its discretion deem fit.

9. ACCOUNT ENQUIRIES

The Customer may contact the Company, in a manner as advised by the Company, to enquire or to clarify details of any matter relating to any Statement the Customer receives.

10. GOVERNMENT TAXES AND FEES

The Company reserves the right to charge the Distributor Card Customer's account with any government duties, taxes or charges now or hereinafter imposed, whether arising out of the issue or the use of the Distributor Card and whether or not the Customer is preliminary liable for such duties, taxes or charges.

11. PROPERTY AND SECURITY OF DISTRIBUTOR CARD

The Distributor Card remains the property of the Company. Mutilated or disused cards are to be returned to the Company. The Customer will notify the Company by telephone and then in writing, as soon as possible (during business hours) if the Customer becomes aware of the loss, theft or the possibility of unauthorised use of the Distributor Card. Until the Company received notice from the Customer, the Customer shall be liable for any unauthorised use of the Distributor Card.

12. CANCELLATION

The Company reserves the right to cancel any or all the Distributor Cards issued at any time with or without stating a reason for such cancellation. In particular, but without limitation, the Company may cancel the Distributor Card if the Customer is in default of its payment obligations. If Distributor Cards are cancelled, all amounts owing by the Customer to the Company from the use of the Distributor Card Facility shall be paid to the Company within ten (10) days of the notification of cancellation and the Customer shall immediately return the cancelled Distributor Cards to the Company.

13. DISTRIBUTOR CARD UNAVAILABILITY OR ERROR

Where the Cardholder is unable to complete a Transaction using the Distributor Card or an error has occurred, the Company shall not be liable for any loss or damage thereby caused and the Company's responsibility shall be limited to the correction of any errors and the refund of any charges to fees imposed on the Customer that may result.

14. MERCHANTS

The Company shall not be liable for the refusal by a Merchant to allow purchases to be made or services obtained by use of the Distributor Card, whether it be at the direction of the Company or for any reason whatsoever. Any enquires arising from any defect or deficiency in any Petroleum Products acquired from the use of the Distributor Card must be resolved initially with the Merchant concerned. The Customer shall not be entitled to withhold payment from the Company on account of such claim or dispute.

15. CHANGE OF ADDRESS

The Customer shall promptly notify the Company in writing of any change of address.

16. NOTICE

Any notice of document required to be served by the Company on the Customer may be duly served by sending such notice by post or by hand delivery to the last known address of the Customer and shall be deemed to have been received by the Customer two (2) days after posting by the Company or at the date of delivery if by hand.

17. GOODS AND SERVICES TAX (GST)

If during the course of the supply term, a goods and services tax, a value added tax or any other tax of similar nature is introduced by any law then the parties agree that they will negotiate in good faith to ensure that as much as possible, the related positions of the parties in term of the final aspects of the arrangement will be preserved, despite that the new tax being levied in respect of any provision of goods or services contemplated by the proposed supply arrangement.

18. PRIVACY ACT

The Applicant, and signatories on behalf of the Applicant in their personal capacity, agree to the terms of the Privacy Statement pursuant to the Privacy Act 1988 (as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012) contained in this document.

19. VARIATION

The Company reserves the right to vary these terms and conditions or use at any time prior notice in writing. The Company shall give to the Customer not less than seven (7) days written notice of any variation in the charges payable for the provision of credit under this Agreement or the method of calculation of those charges, prior to the changes taking effect.

20. ADMINISTRATION FEE

Fees and charges will apply.

IN MAKING THIS APPLICATION WE AGREE TO BE BOUND BY THE ABOVE TERMS AND CONDITIONS.

TO BE SIGNED BY DIRECTORS / PRINCIPALS

Full name of person signing (Please Print)	Signature
Witness name & Address (Please Print)	Witness signature
Full name of person signing (Please Print)	Signature
Witness name & Address (Please Print)	Witness signature

OUR MISSION STATEMENT

Adelaide Fuel Distributors fully recognises its responsibility to its employees, customers and the environment. Our mission is to be a profitable organisation that provides a high quality service to our customers, job satisfaction and security to our staff, and a safe and incident free working environment for all.

This will be achieved through:-

- Conducting all activities in a safe, incident free and compliant manner
- Compliance with all Environment, Government and Statutory requirements
- A culture of continual improvement through regular reviews of work practices and environmental management
- Being a profit focused Company
- Targeting new markets and business opportunities
- Maximising return on Investment
- A strong focus on attaining results
- Managing our operating costs effectively and in a way that adds value to the business
- Promoting efficiency in everything we do
- Being a capable Organisation that is adaptable to change and meets or exceeds the expectations of its customers
- Providing next day delivery service
- Offer customer service that is of a high standard which portrays Adelaide Fuel as the best in the business
- Portray an image of professionalism through our staff, vehicles and systems
- Working towards common goals as a team
- Promoting Adelaide Fuel as a “Proudly South Australian privately owned Family operated business”
- Staff are given the opportunity to meet their full potential within our business through training and promotion
- Recognition of high performance
- Promoting a healthier workplace by providing a “smoke free” environment
- Being committed to equal employment opportunities based on merit where all employees are treated fairly and consistently, without regard to gender, race, physical impairment, religion or other irrelevant criteria.
- Highly communicative with our customers and staff