



FUEL & LUBRICANT DISTRIBUTOR

TASCO Inland Australia Pty Ltd

CREDIT APPLICATION FORM

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MILDURA OFFICE
PO BOX 5034
MILDURA VIC 3500

PH: 03 50 511 700 FAX: 03 50 237 439
EMAIL: credit@tasco-inland.com.au

ALBURY OFFICE
PO BOX 911
ALBURY NSW 2640

PH: 02 60 420 300 FAX: 02 60 231 340
EMAIL: credit@tasco-inland.com.au

CREDIT APPLICATION FORM



TASCO Inland Australia Pty Ltd
ACN 070 478 625
ABN 64 676 389 090

1. CONDITIONS OF SALE

- 1.1 Unless otherwise agreed in writing between the parties the customer shall accept delivery of any goods by TASCO Inland Australia Pty. Ltd. ("TASCO") at the customer's nominated delivery address. Any goods left at unattended sites are the responsibility of the customer. Any risk of loss, deterioration or damage from any cause in respect of the goods passes on delivery.
- 1.2 TASCO will not be liable for any non-delivery of goods unless written notification of such non-delivery is received within seven days after receipt of the customer's statement or invoice which includes a reference to the non-delivered goods. TASCO's liability for non-delivery shall be limited to replacement of the goods within a reasonable time.
- 1.3 TASCO retains ownership of the goods until the customer has paid it all amounts that it owes to TASCO in relation to all goods that TASCO has supplied to the customer. If any goods are mixed or commingled with other goods before payment, TASCO will own the resulting mixed or commingled goods as if they were the goods that TASCO had supplied.
- 1.4 After delivery but while TASCO retains ownership of the goods:
- (a) the customer agrees that it holds the goods as bailee only
 - (b) TASCO may at any time terminate any contract relating to the goods, and the bailment, without notice to the customer, and may thereupon take possession of the goods;
 - (c) the customer may (unless TASCO advises the customer otherwise, or the customer has breached these conditions of sale), use, sell for full value, the goods in the ordinary course of the customer's ordinary business. If the customer sells the goods, it must hold the proceeds (separately and identifiable form) in trust for TASCO, and pay them into a bank account nominated by TASCO if requested to do so;
 - (d) except as otherwise authorised in clause 1.4(c), the customer must not dispose of or grant any security interest in respect of the goods;
 - (e) the customer must insure the goods at its own cost, naming TASCO as loss payee, for full repayment cost against all risks. TASCO may apply the proceeds of any insurance payment to reduce the amount that the customer owes it.
 - (f) The customer authorises TASCO by its servants or agents to enter into any premises owned, leased or otherwise occupied by the customer for the purpose of taking possession of the goods, and authorises TASCO by its servants or agents to use all reasonable force to obtain such possession.
- 1.5 Nothing herein shall be construed as restraining the rights of TASCO from bringing any action for default against a customer who fails to pay, or for damages which may arise from breach of this agreement by the customer.
- 1.6 That each of the customer and applicant, as beneficial owner charge all leasehold and freehold interests in land which they may now or during the currency of these conditions of sale own with the payment of the purchase price and interest, and they each agree to execute any documentation (including a mortgage over the land in registrable form) when requested to do so. In addition, TASCO shall be entitled to lodge a caveat against any such land in Victoria or elsewhere.

2. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

- 2.1 The customer agrees that:
- (a) these conditions of sale are a security agreement for the purposes of the PPSA;
 - (b) TASCO has a security interest in all goods that it has previously supplied to the customer and all after acquired goods that it supplies to the customer in the future in respect of all moneys that the customer owes to TASCO;
 - (c) the security interest is a continuing security interest until the customer has paid all moneys owing; and
 - (d) it irrevocably waives its right to receive a verification statement under s 157 of the PPSA.
- 2.2 The customer agrees that:
- (a) it will reimburse TASCO for all costs, expenses and other charges incurred, expended or payable by Tasco in relation to the filing of a financing statement, or a financing change statement or releasing the security interest created by these conditions of sale;
 - (b) promptly to sign any further documents or provide further information or do any other things that Tasco reasonably requires to perfect and maintain perfection of TASCO's security interest in the goods, including costs and expenses relating to enforcement or attempted enforcement of the security interest in respect of these conditions of sale;
 - (c) it is not the owner of the goods and as such if chapter 4 of the PPSA applies to these conditions of sale, TASCO and the customer contract out of the enforcement provisions of s115(1);
 - (d) TASCO is authorised, at any reasonable time, to enter and re-take the goods sold and then re-sell the goods and retain the proceeds of the sale without prejudice to its rights to claim the balance of the purchase price and interest from the customer or signatory;
 - (e) the provisions of this clause survive the termination of these conditions of sale.

3. CANCELLATION OF ORDERS

- 3.1 Once lodged with TASCO an order cannot be cancelled, or fulfilment thereof delayed by the customer, without TASCO's prior agreement, and the customer shall be liable for all costs and expenses incurred by TASCO for goods or labour or in any other way arising out of an order, prior to any acceptance of any purported cancellation of an order by the customer.

4. TERMS OF PAYMENT

- 4.1 Payment for all goods shall be made by the customer to TASCO within 21 days from end of month of purchase or as specified by TASCO.
- 4.2 All payments shall be made without set-off, counter claim or other deduction (except any compulsory deduction for taxation).

5. FEES

- 5.1 The Customer and Signatory agree that the customer shall pay any fees or charges which TASCO, at its discretion, may decide to implement from time to time. This may include transaction fees, dishonoured cheque fees, account fees, replacement card fees, search fees or any other fee which may be implemented.
- 5.2 Taxes & Duties: TASCO reserves the right to charge the Customer for any Government taxes or charges that are or may be imposed or charged in respect of the TASCO credit account, including GST on the supply of the goods or services under it.

This is a legal document. If you do not understand this document you should seek independent legal advice.

6. DEFAULT

- 6.1 Failing payment of any amount owing under invoice, by the due date, the customer and the applicant agree that:
- (a) TASCOCO may cease or suspend all credit facilities of the customer;
 - (b) TASCOCO may at its sole discretion charge an administration fee with respect to any account outstanding outside TASCOCO's terms of payment as set by TASCOCO from time to time however the administration fee per month shall not exceed 1.5% per month of the outstanding balance;
 - (c) TASCOCO may charge the customer with all legal fees, collection charges and other expenses incurred by it in relation to and as a result of default by the customer;
 - (d) TASCOCO may enforce this Agreement.

7. RETURN OF GOODS

- 7.1 Goods, which are not standard carrying stock, shall not be returned unless such goods are defective and are returned under clause 8 hereof.
- 7.2 Goods which are standard carrying stock may be returned provided that they are undamaged and the original invoices provided and notification of return is made within seven days and products returned within 14 days of the date of the invoice. Goods returned in accordance with this clause shall incur a restocking fee which shall be payable by the customer together with any costs arising from the return of such produces including cartage and labour.

8. GUARANTEES AND LIMITATIONS OF LIABILITY

- 8.1 Except where a specific Guarantee in writing has been given by TASCOCO, goods supplied and delivered by TASCOCO carry only such guarantees and warranties as are specified in any catalogues of TASCOCO or in any catalogue of suppliers of goods to TASCOCO, and in no case shall the liability of TASCOCO under such guarantees and warranties or otherwise in respect of any loss of or damage to the goods or any alleged consequential loss arising there from exceed the invoice value of the goods.
- 8.2 To the extent permitted by law, all conditions and warranties as to the condition or quality or merchantability of the goods supplied or as to their fitness for any particular purpose, or as to any items having particular attributes, and all other conditions and warranties whatsoever, whether statutory or otherwise, are excluded. Despite any provision to the contrary, nothing in these conditions of sale shall be taken as applying to exclude, restrict or modify in any manner whatsoever the rights conferred on consumers and others by those Commonwealth, State and Territorial laws which cannot be lawfully excluded, restricted or modified.
- 8.3 In respect of any liability on TASCOCO to the customer for any breach of any of the conditions or warranties which may be mandatorily implied into any contract between TASCOCO and the customer by virtue of any of the provisions of Division 2 of Part V of the Trade Practices Act or by any other legislation whatsoever, and liability shall be limited to:
- (a) The replacement of the goods or the supply of the equivalent thereof.
 - (b) The payment of the cost of replacing the goods or of acquiring the equivalent thereof.

9. ACCEPTANCE OF TERMS AND CONDITIONS

- 9.1 Placement of an order or receipt of goods under an order shall be acceptance of these general terms and conditions and no other conditions implied or otherwise shall be considered or form part of this contract unless specifically accepted in writing by the management of TASCOCO.

10. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 10.1 These conditions of sale and any contract incorporating the same shall be governed by and construed in accordance with the laws of the State of Victoria and the parties hereto accept the non-exclusive jurisdiction of the courts there.

**INDIVIDUALS & PARTNERSHIPS
APPLICATION FOR A CONSUMER/COMMERCIAL CREDIT ACCOUNT**

Account Name: _____ A.B.N: _____

Postal Address: _____ Post Code: _____

Telephone: _____ Mobile: _____ Facsimile: _____

Email: _____ Email Statement: Y N

Home Address: _____ How Long: _____

Buying/Owns: _____ Mortgage Holder: _____

Rent: _____ Agent: _____

Full Names of all Applicants/Partners: _____

Applicant 1 employed by: _____ How Long: _____

Occupation: _____ Business Phone: _____

Applicant 2 employed by: _____ How Long: _____

Occupation: _____ Business Phone: _____

Applicant 3 employed by: _____ How Long: _____

Occupation: _____ Business Phone: _____

Main Farming type (e.g. cattle, sheep, grain etc.): _____

If self-employed Accountant's name and address: _____

Present or Previous Fuel Supplier (name and address): _____

Trade References:

1. _____ Telephone: _____

2. _____ Telephone: _____

3. _____ Telephone: _____

Estimated monthly requirements: \$ _____ (Minimum \$500 Retail Service Station) Bulk Deliveries: Y N
(Minimum \$1000 Wholesale Bulk)

Applicant 1 Licence No: _____ Date of Birth: _____

Applicant 2 Licence No: _____ Date of Birth: _____

Applicant 3 Licence No: _____ Date of Birth: _____

OFFICE USE ONLY

Trade Class: _____ Sub – Trade Cla: _____ Price Authority: Y N _____

Direct Debit Y N Credit Check Y N Risk Assessment Y N Tank Assessment Y N

Comments: _____

Manager's Supervisor's Signature: _____ Account No: _____

Approved by: _____ Date: _____ Risk: _____ Credit Limit: _____

**COMPANIES & TRUSTS
APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT**

Company Name: A.C.N.

Trust Name: (Provide Copy of Trust Deed)

Trading Address: A.B.N.

Postal Address: Postcode:

Registered Office: Telephone:

Facsimile: Mobile: Email:

Registered Trading Name: Email Statement: Y N

If a Subsidiary Company, name of parent Company:

Nature of Business: Contact Name:

Main farming type (e.g. cattle, sheep, grain etc.):

Accountants name and address:

Full Name and private address of directors:

1. A/H Telephone:

2. A/H Telephone:

3. A/H Telephone:

Length of time in business: Years Months No. of employees:

Present or Previous Fuel Supplier (name and address):

Financial Position (or attach Balance Sheet):

| ASSETS | | LIABILITIES | |
|--------------------------|----|---------------------------|----|
| Debtors | \$ | Creditors | \$ |
| Stock & Work in Progress | \$ | Bank Overdraft | \$ |
| Other Current Assets | \$ | Other Current Liabilities | \$ |
| Property (Owned) | \$ | Long Term Liabilities | \$ |
| Plant Owned | \$ | Owners Equity | \$ |

Trade References:

1. Telephone:

2. Telephone:

3. Telephone:

Estimated monthly requirements: \$ (Minimum \$500 Retail Service Station
Minimum \$1000 Wholesale Bulk) Bulk Deliveries: Y N

OFFICE USE ONLY

Trade Class: _____ Sub – Trade Cla: _____ Price Authority: Y N _____

Direct Debit Y N Credit Check Y N Risk Assessment Y N Tank Assessment Y N

Comments: _____

Manager's Supervisor's Signature: Account No:

Approved by: Date: Risk: Credit Limit:

COMPANIES (All directors must sign Guarantee & Indemnity)

COMPANY NAME:..... DATE INCORPORATED:...../...../.....
(the Company)

TRADING AS:..... Please provide copy of Certificate of Incorporation

Note that the Applicant is to immediately advise TASCO of any change in the companies Directors.

GUARANTEE & INDEMNITY

To:

TASCO Inland Australia Pty Ltd ("TASCO") trading as TASCO Inland and trading as 'Power Petroleum'. Registered Office:220 Tenth Street, Mildura Victoria 3500

We/I, the guarantor(s) whose name and address are set out below (the Guarantor) unconditionally and irrevocably guarantee the due and punctual payment of the Guaranteed Money. The Guarantor enters into this Deed for valuable consideration that includes Tasco entering into the credit agreement at the request of the Guarantor. If any Guaranteed Money is not owing by or recoverable from the Company for any reason the Guarantor shall indemnify Tasco against any loss. The amount of that loss will equal the amount Tasco would otherwise have been entitled to recover.

Neither this Deed nor the obligations of the Guarantor under it will be affected by anything which but for this provision might operate to release, prejudicially affect or discharge them or in any way relieve the Guarantor from any obligation whether with or without the consent or knowledge of the Guarantor. This provision is a principal and independent obligation.

This Deed:

- (a) is a continuing guarantee and indemnity;
- (b) will not be taken to be wholly or partially discharged by the payment or any money and the related obligations of the Company at any time or by any settlement of account or other matter or thing; and
- (c) remains in full force until the Guaranteed Money and the related obligations have been fully performed by the Company and the Guarantor has completely performed its obligations under this document.

This Deed covers the Guaranteed Money and related obligations of the Company as varied from time to time including as a result of any amendment to, or waiver under the credit agreement and whether or not with the consent or notice to the Guarantor. This does not limit any other provision.

A judgment obtained against the Company will be conclusive against the Guarantor.

If Tasco is required by law to disgorge any payment received by it under the credit agreement or this Deed under any statutory provisions then the parties shall be restored to the rights which each would have had if the payment had not been made. The Guarantor shall indemnify the Lender against any resulting loss, cost or expense. This provision continues after this Deed is discharged.

Until the Guaranteed Money has been irrevocably paid and discharged in full the Guarantor is not entitled to and shall not, except as directed by Tasco:

- (a) be subrogated to Tasco or claim the benefit of any security interest or guarantee held by Tasco at any time;
- (b) either directly or indirectly prove in, claim or receive the benefit of, any distribution, dividend or payment arising out of or relating to the liquidation of the Company without the consent of Tasco; or
- (c) have or claim any right of contribution or indemnity from the Company or any security provider.

In this Deed, Guaranteed Money means all money which the Company (whether alone or not) is or at any time may become actually or contingently liable to pay to or for the account of Tasco (whether alone or not) for any reason whatever under or in connection with the credit agreement. It includes money by way of principal, interest, fees, costs, indemnity, charges, duties or expenses or payment of liquidated or unliquidated damages under or in connection with the credit agreement, or as a result of a breach of or default under or in connection with the credit agreement and includes money that the Company would have been liable to pay but for its liquidation, or some other reason.

The Guarantor shall make all payments without set-off, counter claim or other deduction (except any compulsory deduction for taxation).

Any certificate by Tasco or an authorised officer of Tasco stating the amount of the Guaranteed Money, or an amount owing under this Deed, at a date mentioned in the certificate is conclusive. It binds the Guarantor in the absence of manifest error.

This Deed binds any person who signs this Deed even if for any reason a person who is intended to be a Guarantor fails to sign it. The obligations of the Guarantor under this Deed bind its successors and permitted substitutes or assigns. If there is more than one Guarantor those obligations bind them jointly and severally. The provisions of this Deed survive termination of the credit agreement.

Tasco may assign the benefit of this Deed without the consent of the the Company or Guarantor.

A person who intends to sign this document should obtain independent legal advice before doing so.

This is a legal document. If you do not understand this document you should seek independent legal advice.

DIRECTORS FULL NAME (print)

.....

Signed.....

WITNESSED BY (Full Name)

.....

Signed.....

Address.....

Date/...../.....

DIRECTORS FULL NAME (print)

.....

Signed.....

WITNESSED BY (Full Name)

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Address.....

Date/...../.....

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Date/...../.....

DIRECTORS FULL NAME (print)

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Signed.....

WITNESSED BY (Full Name)

.....

Signed.....

Address.....

Date/...../.....

I/We declare the statements made and information contained herein to be true in every respect and agree to comply with the trading terms and conditions of TASC0, a copy of which has been furnished to me/us and undertake to advise TASC0 in writing of any changes to our trading details.

GENERAL TERMS AND CONDITIONS OF CREDIT ACCOUNT

1. I/We understand and acknowledge that normal trading terms are strictly 21 days from end of month of purchase or as specified by TASC0.
2. I/We understand that TASC0 may at its sole discretion charge an administration fee with respect to any account outstanding outside TASC0's terms of payment as set by TASC0 from time to time however the administration fee per month shall not exceed 1.5% per month of the outstanding balance.
3. I/We agree to pay legal fees, collection costs and other expenses incurred in obtaining or attempting to obtain payment of any overdue account.
4. I/We understand that TASC0 reserves the right to withdraw credit facilities at any time.
5. **Approval is conditional upon implementation or acceptance of direct debit arrangements. Please complete the Direct Debit Request Form.**

TASC0 reserves the right to refuse to accept for credit any goods which may be returned more than fourteen days after the invoice and where there has been failure to provide notice of such return within seven days of invoice of such goods.

TASC0 reserves the right to vary these Terms and Conditions and the General Terms of Conditions of Sales at any time by giving 30 days prior notice in writing to the Customer.

I/We acknowledge receipt of and accept the General Terms and Conditions of Sales and I/we certify that I/we are authorised to complete and sign this Credit Application Form and that the information provided is true and correct to the best of my/our knowledge.

Signed by the Applicant/for and on behalf of the Applicant by its duly authorised agent.

Signature: **Witness:**
Full Name: **Date:**/...../.....

NOTICE OF DISCLOSURE OR YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

Under Section 18E(8)(c) of the Privacy Act, TASC0 is allowed to give a Credit Reporting Agency personal information about your credit application. The information which may be given to an Agency is covered by Section 18E(1) of the Act and includes:

- Identify particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3);
- The fact that you have applied for credit and the amount;
- The fact that TASC0 is a current credit provider to you;
- Payments which become overdue more than 60 days, and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by you which have been dishonoured more than once;
- In specified circumstances, that in the opinion of TASC0 you have committed a serious credit infringement;
- The credit provided to you by TASC0 has been paid or otherwise discharged.

Acknowledgements and consents in relation to the Privacy Amendment (Private Sector) ACT 2000 (Cth) and the Information Privacy Act 2000 (VIC)

If TASC0 considers it relevant to assess my/our application for personal credit, I/we agree to TASC0 obtaining a report about my/our commercial activities or commercial credit worthiness from a business, which provides information about the commercial credit worthiness of persons.

I/we agree that TASC0 may give to and seek from any other credit providers named in this application and any credit provider that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

TASC0 comply with the requirements of the Privacy Amendment (Private Sector) Act 2000 and the National Privacy Principles, together with other relevant state legislation and have in place a privacy policy which may be inspected upon request. In this regard if you have any further queries with respect to compliance with the privacy legislation we would be more than happy to discuss this issue further with yourself.

I/we understand that this information may be used for the following purposes:

- To assess an application by me/us for credit
- To notify other credit providers of a default by me/us
- To exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- To assess my/our credit worthiness

Signature..... **Date:**/...../.....
Signature..... **Date:**/...../.....

DIRECT DEBIT Request Form



Request for Debiting Amounts to Accounts by Direct Debit Request.

A/C NUMBER _____
(OFFICE USE)

TASCO Inland Australia Pty Ltd
ACN 070 478 625
ABN 64 676 389 090

I / We _____
Name of Customer(s) giving Direct Debit Request

Of (Address) _____

Authorise and request You TASCO Inland Australia Pty Ltd APCA User ID Number 064124

To arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement overleaf.

I / We authorise the following:

1. The Debit User to verify the details of the abovementioned account with my/our Financial Institution.
2. The Financial Institution to release information allowing the Debit User to verify the abovementioned account details.

Signature _____ Date _____ Signature _____ Date _____

Name of the Financial Institution _____

Account Name _____

BSB Numbers _____ / _____ Account Number _____

I/We request that you debit my/our account in accordance with our Agreement

Or

I / We request that you debit my/our account in accordance with our Agreement and subject to one or more of the following conditions:

Frequency of Debit _____ First Payment Date _____ Final Payment _____

OR To arrange for funds to be debited from my/our credit card

Card Type _____ CardNumber _____ / _____ / _____ / _____

Expiry Date _____ / _____ Name on Card _____

Your credit card will be debited on the 12th of each month. Fees may apply.

PLEASE MAKE SURE TO SIGN THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS FORM

This is a legal document. If you do not understand this document you should seek independent legal advice.

DIRECT DEBIT REQUEST SERVICE AGREEMENT – CUSTOMER VERSION

This agreement made the _____ day of _____ between TASCO INLAND AUSTRALIA PTY LTD (ABN 64 676 389 090) the registered office of which is situated at 220 Tenth Street, Mildura in

the State of Victoria ("TASCO") and _____ as the Customer:

- A. TASCO supplies or intends to supply the Customer with petroleum products pursuant to the terms and conditions below.
- B. The parties agree and acknowledge that it is imperative for proper and efficient operation of the business of TASCO and also the business of the Customer that there be timely delivery of petroleum products by TASCO to the Customer, and timely payment by the Customer to TASCO for the said petroleum products.
- C. In order to effect the most timely payment of monies owing from time to time by the Customer to TASCO, the parties have agreed to the adoption of the Direct Debit Scheme ("the Scheme") administered by the Australian Payments Clearing Associated Limited (ABN 12 055 136 519) (APCA).
- D. The parties acknowledge that the Scheme will be used to allow TASCO to debit the customer's Financial Institution account under the Scheme for all monies payable to the Customer by TASCO on any account whatsoever but including:
 - a. cash sales amounts owed by the Customer to TASCO under the Agreement;
 - b. monthly debtors' account payments.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. The Customer warrants and undertakes that it will at all times ensure that cleared funds are available to enable full and immediate payment under the Scheme.
2. The Customer agrees and acknowledges that any breach of this agreement shall be deemed a breach of the Agreement and that, apart from any other rights or remedies of which TASCO may seek to avail itself under the Agreement, TASCO shall have the right to withhold the supply of any further petroleum products until any breach of the Direct Debit Request Service Agreement has been remedied and TASCO has been paid or reimbursed any fees or charges incurred by TASCO of any nature whatsoever, including legal costs, arising directly or indirectly out of any breach by the Customer of the Direct Debit Request Service Agreement.
3. In the event that for any reason at any time TASCO is unable to obtain immediate payment under the Scheme from the Customer of any monies sought by TASCO to be paid under the Scheme, the Customer agrees to pay an administration fee with respect to any account outstanding outside TASCO's terms of payment as set by TASCO from time to time however the administration fee shall not exceed 1.5% per month of the outstanding balance.
4. In relation to any amount claimed or to be claimed by TASCO from the Customer under the Scheme, TASCO will furnish billing advice to the Customer in the following manner; by way of a GST (Goods and Services Tax) complying Tax Invoice.
5. The parties agree that this Scheme shall remain in operation as the mode of payment of all monies by the Customer to TASCO (unless TASCO agrees in writing to any variation of this provision) for as long as the Agreement remains in operation between the parties or any assignee or assignees of them or either of them and the Customer agrees and undertakes that it will not do anything, or omit to do anything, which would prejudice the ongoing operation of the Scheme as the mode of payment of all monies by the Customer to TASCO during the currency of the Agreement.
6. TASCO agrees to provide not less than 14 days notice to the Customer if it proposes to make any variation in the Direct Debit arrangements.
7. The Customer agrees to give TASCO not less than 7 days notice to request deferment, cancellation, alteration or the stopping of a Direct Debit drawing. Notice must be provided in writing to: The Credit Officer, TASCO Inland Australia Pty Ltd, PO Box 5034 Mildura VIC 3502 FAX: 03 50 237439 (Mildura Office) or PO Box 911 Albury NSW 2640 FAX: 02 60 231340 (Albury Office).
8. In the event that the Customer for any reason disputes the entitlement of TASCO to have direct debited a sum from its Financial Institution's account pursuant to the Scheme, it will detail its complaint, and the reasons therefore, in writing to TASCO who agrees that it will use its best endeavours, in good faith, to resolve the complaint promptly. If the Customer is dissatisfied with the response provided by TASCO, then the Customer can direct its claim to its Financial Institution who will respond to the complaint.
9. The Customer acknowledges that direct debiting through BECS is not available on all accounts, or with all Financial Institutions. The Customer acknowledges that it has been advised to check account details against a recent statement from the Financial Institution with whom it currently deals, for the purposes of this Agreement. If the Customer is uncertain as to whether its Financial Institution is a participant in the Scheme, it has been advised to check with the Financial Institution or proposed Financial Institution before completing any Direct Debit Request form for the benefit of TASCO.
10. In the event that any payment required to be made under this Agreement is due on a day that is not a business day, then the day for payment of that drawing shall instead be the succeeding business day.
11. In the event that the Customer is uncertain as to when a debit will be processed by its Financial Institution and paid to TASCO's account, it should make all necessary enquiries beforehand direct to TASCO.
12. The Customer acknowledges that in the event that its Financial Institution returns or dishonours a drawing made under the Scheme, TASCO will contact the customer by telephone to make separate arrangements to redraw the amount and any related Financial Institution fees from the Customer's Financial Institution account.
13. TASCO agrees that all Customer information, records and account details held by them will be kept confidential except for information provided to its Financial Institution to initiate drawings under the Scheme to its nominated Financial Institution account. The Financial Institution may also require such information to be provided in the event of a claim or in relation to an alleged incorrect or wrongful debit.

Signed for and on behalf of
TASCO INLAND AUSTRALIA PTY. LTD.
by its duly Authorised Agent:

Signed by the Customer:

Name

Name.....

This is a legal document. If you do not understand this document you should seek independent legal advice.

Caltex TASCOpus Card - APPLICATION FORM

Customers who have a current account or are making an application for an account with TASCOpus may only complete this application.

Account Number:..... Application Date

Trading Name:

Postal Address:



Person Requesting Card:..... Order Taken by:.....

Details of Card(s) required

You may have the card(s) issued by vehicle registration or individualised by the Card Holders Name. For security, cards may be issued with a pin or signature. Cards not used within a 13 month period are deemed inactive and will be cancelled.

Please fill in below the Vehicle Registration or Card Holders name that you wish to appear on your TASCOpus card(s)

If applying for more than 5 cards, please attach schedule on a separate sheet.

Vehicle Registration or Card Holders Name

| Registration/Name | Monthly Card Limit | Card Security | Fuel / Lubes Only | All Products | Odometer |
|-------------------|--------------------|---------------|-------------------|--------------|----------|
| 1. | \$ | PIN/Signature | Yes/No | Yes/No | Yes/No |
| 2. | \$ | PIN/Signature | Yes/No | Yes/No | Yes/No |
| 3. | \$ | PIN/Signature | Yes/No | Yes/No | Yes/No |
| 4. | \$ | PIN/Signature | Yes/No | Yes/No | Yes/No |
| 5. | \$ | PIN/Signature | Yes/No | Yes/No | Yes/No |

CONDITIONS OF CREDIT FOR TASCOpus ACCOUNT CUSTOMERS

TERMS OF PAYMENT

Payment for all goods shall be made by the purchaser to TASCOpus within twenty-one days following the end of the month in which the goods were purchased. Amounts which have not been paid within the prescribed period may incur an administration charge in an amount determined per month by TASCOpus from time to time but not exceeding 1.5% per month of the amount outstanding outside the 21 days terms of trade.

TASCOpus CHARGES/FEES

TASCOpus Inland notes that it is charged a number of fees by its fuel supplier and incurs associated finance costs which enable it to provide the card service called TASCOpus and which is now being offered to the customer. A \$30 annual card fee may apply. In the case of customers who purchase from any of the sites on our "Schedule of Nominated Sites" that appear and may be updated on our web-page, www.tasco-inland.com.au (then follow the 'Location Guide' link) from time to time, we will waive these fees. For all purchases made outside of the schedule of nominated TASCOpus Inland sites we reserve the right to charge a merchant fee of 2 cents per litre (plus GST) and any other fees we may wish to charge from time to time for the administration of the TASCOpus card service itself.

TASCOpus Inland reserves the right to vary the charges and any application of these fees from time to time, without further notice.

CONDITIONS OF SALE

- Risk in respect of goods purchased shall pass to the purchaser upon delivery.
- The purchaser acknowledges that these specific Conditions of Sale, together with the General Terms and Conditions of TASCOpus Credit Contracts, shall apply to all purchases.
- Notwithstanding the above, until payment in full to TASCOpus is made for any goods purchased, property in the goods remains with TASCOpus and the purchaser agrees to hold the goods as bailee for TASCOpus. TASCOpus may at any time terminate such bailment without notice to the customer on default of these conditions of sale and may thereupon take possession of the goods, and the purchaser authorises TASCOpus by its servants or agents to enter any premises owned, leased or otherwise occupied by the purchaser for the purpose of taking possession of the goods and authorises TASCOpus by its servants or agents to use all reasonable force to obtain such possession.
- The purchaser agrees that this contract shall be terminated without notice if the purchaser enters into any bankruptcy proceedings or creditor arrangements, or being a company enters into any insolvency proceedings or receivership or administration.
- Nothing in this document shall be construed as to restraining the rights of TASCOpus from bringing any action for default against a purchaser who fails to pay or for damages, which arise from a breach of this agreement, by the purchaser.
- This contract shall be governed by and construed in accordance with the laws of the State of Victoria and the parties hereto accept the exclusive jurisdiction of Courts exercising jurisdiction in that State.

CANCELLATION OF CARDS

- This contract shall be governed by and construed in accordance with the laws of the State of Victoria and the parties hereto accept the exclusive jurisdiction in that State

DAMAGED, LOST, STOLEN OR DESTROYED CARDS

- TASCOpus requires notice of any damaged, lost, stolen or destroyed card, so that it might properly and promptly replace or cancel for security purposes such cards.
- The customer will be responsible for all purchases made on such cards up until the point of notice and TASCOpus Inland Australia has confirmed to the customer that such card(s) have been cancelled.

NEW, ADDITIONAL OR DUPLICATE CARDS

- Please advise immediately if you require any new, additional or duplicate cards.

ALL CARDS REMAIN THE PROPERTY OF CALTEX AUSTRALIA PETROLEUM PTY LTD

GENERAL TERMS AND CONDITIONS OF CREDIT ACCOUNT

1. I/We understand and acknowledge that normal trading terms are strictly 14 days from end of month of purchase or as specified by TASCOpus.
2. I/We understand that TASCOpus may at its sole discretion charge an administration fee with respect to any account outstanding outside TASCOpus's terms of payment as set by TASCOpus from time to time however the administration fee per month shall not exceed 1.5% per month of the outstanding balance.
3. I/We agree to pay legal fees, collection costs and other expenses incurred in obtaining or attempting to obtain payment of any overdue account.
4. I/We understand that TASCOpus reserves the right to withdraw credit facilities at any time.

TASCOpus reserves the right to refuse to accept for credit any goods which may be returned more than fourteen days after the invoice and where there has been failure to provide notice of such return within seven days of invoice of such goods.

TASCOpus reserves the right to vary these Terms and Conditions and the General Terms of Conditions of Sales at any time by giving 30 days prior notice in writing to the Customer.

I/We confirm the details supplied on this application are correct and request TASCOpus Inland Australia to issue the card(s) pursuant to details as set out above.

Customers Signature:.....

Date/...../.....

This is a legal document. If you do not understand this document you should seek independent legal advice.