



FUEL & LUBRICANT DISTRIBUTOR

TASCO Inland Australia Pty Ltd

**CREDIT
APPLICATION FORM**

**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



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, and risk in respect of the goods shall pass on such delivery. Any goods left at unattended sites are the responsibility of the customer.
- 1.2 TASCO shall 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 Notwithstanding anything otherwise stated in these conditions, until payment in full to TASCO is made for the goods sold:
- (a) Property in the goods remains with TASCO and the customer agrees to hold the goods as bailee for TASCO;
 - (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 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.
- 1.4 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.

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

2. CANCELLATION OF ORDERS.

- 2.1 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.

3. TERMS OF PAYMENT.

- 3.1 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. FEES

- 4.1 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.
- 4.2 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.

5. DEFAULT

- 5.1 Failing payment of any amount owing under invoice, by the due date, the customer and the applicant agree:
- (a) TASCO may cease or suspend all credit facilities of the customer;
 - (b) TASCO may at its sole discretion charge 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 per month shall not exceed 1.5% per month of the outstanding balance
 - (c) TASCO 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) That all interests, of each of the customer and applicant, in land or chattels are charged with the payment of the purchase price and interest, and they each agree to execute any documentation (including a mortgage over the land) to enable registration of interests.
 - (e) Each of the customer and applicant hereby jointly and severally acknowledge that this application, upon acceptance by TASCO and the charge created hereby creates a caveatable interest in any land of which the customer and / or signatory is the registered proprietor or entitled to be the registered proprietor (whether now or in the future) and TASCO is therefore entitled to lodge any required Caveat document at the Land Titles Office of Victoria in relation to any such land (whether now or in the future).
 - (f) 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.
- 5.2 The goods sold remain the property of TASCO until the purchase price has been fully paid.

6. RETURN OF GOODS.

- 6.1 Goods, which are not standard carrying stock, shall not be returned unless such goods are defective and are returned under clause 7 hereof.
- 6.2 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.

7. GUARANTEES AND LIMITATIONS OF LIABILITY.

- 7.1 Except where a specific Guarantee in writing has been given by TASCO, goods supplied and delivered by TASCO carry only such guarantees and warranties as are specified in any catalogues of TASCO or in any catalogue of suppliers of goods to TASCO, and in no case shall the liability of TASCO under such guarantees and warranties or otherwise in respect of any loss of or damage to the goods or any alleged consequential loss arising therefrom exceed the invoice value of the goods.
- 7.2 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, provided however that these conditions of contract shall not 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.
- 7.3 In respect of any liability on TASCO to the customer for any breach of any of the conditions or warranties which may be mandatorily implied into any contract between TASCO 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.

8. ACCEPTANCE OF TERMS AND CONDITIONS

- 8.1 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 TASCO.

9. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 9.1 These conditions and the 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 exclusive jurisdiction in that state.

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

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

Account Name:	A.B.N:		
Postal Address:	Post Code:		
Full Name of Applicant 1:	Telephone:		
Full Name of Applicant 2:	Mobile:		
A/H Phone:	Facsimile:	Email:	
Full Names of ALL Partners:	Email Statement:	<input type="checkbox"/> Y <input type="checkbox"/> N	
Home Address:	How Long:		
Buying/Owns:	Mortgage Holder:		
Rent:	Agent:		
Previous Address (> than 5 years)	How Long:		
Applicant 1 employed by:	How Long:		
Occupation:	Business Phone:		
Applicant 2 employed by:	How Long:		
Occupation:	Business Phone:		
Main Farming type (e.g. cattle, sheep, grain etc.):			
If self-employed Accountant's name and address:			
Previous Employer (if less than 5 years at current):	How Long:		
Bank:	Branch:	Account Title:	Trading A/c No:
Present or Previous Fuel Supplier (name and address):			
Trade References:			
1.		Telephone:	
2.		Telephone:	
3.		Telephone:	
Name of nearest relative:			
Address:		Telephone:	
Estimated monthly requirements: \$	(Minimum \$500 Retail Service Station) (Minimum \$1000 Wholesale Bulk)	Bulk Deliveries:	<input type="checkbox"/> Y <input type="checkbox"/> N
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 Class _____	Price Authority: <input type="checkbox"/> Y <input type="checkbox"/> N _____	
Direct Debit <input type="checkbox"/> Y <input type="checkbox"/> N	Credit Check <input type="checkbox"/> Y <input type="checkbox"/> N	Risk Assessment <input type="checkbox"/> Y <input type="checkbox"/> N	Tank Assessment <input type="checkbox"/> Y <input type="checkbox"/> 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. _____

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: _____

Bank: _____ Branch: _____ Account Title: _____ Trading A/c No: _____

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: _____

Monthly Credit Limit sought: \$ _____ (Minimum \$500 Retail Service Station) Bulk Deliveries: Y N
(Minimum \$1000 Wholesale Bulk)

OFFICE USE ONLY

Trade Class: _____ Sub – Trade Class _____ 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

1. In consideration of TASCO agreeing at the request of the guarantors to enter into this credit agreement with the company, I/We the undersigned directors of the company (hereinafter referred to the guarantors) unconditionally guarantee the due and punctual payment to TASCO on demand of all monies (the secured monies) which the company is or becomes actually or contingently liable to pay to TASCO on any account whatever under or in relation to the agreement (including, without limitation, by way of principal or administration fees, fees, costs, charges, indemnity or damages and all monies which the company becomes actually or contingently liable to pay to TASCO).
2. This guarantee
 - (a) is a principle obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
 - (b) may be enforced against the guarantor without TASCO first being required to exhaust any remedy it may have against the company or to enforce any security it may with respect to the secured monies;
 - (c) is a continuing guarantee and indemnity for the whole of the secured monies and will be irrevocable and will remain in full force and effect until discharged and;
 - (d) will not be considered as wholly or partially discharged by the payment at any time of any of the secured monies or by any settlement of account or by any other matter or thing whatsoever and will apply to the present and future balance of the secured monies.
3. The liability of the guarantor is absolute and will not be effected by any act, omission, matter or thing which but for this provision will operate to release or otherwise exonerate its obligations in whole or in part including, without limiting the generality of the foregoing:
 - (a) the grant to the company or any other person of any time, waiver, or other indulgence or concession, or the discharge or release of any other security or guarantee held by TASCO in respect of the secured monies;
 - (b) the insolvency (which in this guarantee includes bankruptcy administration, compromise, arrangement, amalgamation, reconstruction, winding up, dissolution and assignment for or compromise with creditors) of the company;
 - (c) TASCO exercising or refraining from exercising any other security or guarantee, or any of their rights, powers or remedies conferred on it by law or by the agreement or any other agreement with any other person or taking or failing to take any other security or guarantee;
 - (d) the variation (including a variation which increases the secured monies) extinguishment, unenforceability, failure, loss, release, discharge, abandonment or transfer either in whole or in part of the agreement or any security or guarantee now or in the future by TASCO from any person.
 - (e) the company's obligations under the agreement or any part of them being or becoming wholly or partially illegal, void, voidable, or unenforceable;
 - (f) the failure by TASCO to give notice to the guarantor of any default by the company under the agreement; or
 - (g) any legal limitation, disability, incapacity, or other circumstances related to the company.
4. If the company becomes insolvent, the guarantor authorises TASCO to prove all monies which the guarantor will have paid under this guarantee and to retain and carry into a suspense account and to appropriate at the discretion of TASCO any dividends received in the liquidation, bankruptcy, or other insolvency of the company and all other monies received in respect of the secured monies until TASCO has been paid the secured monies in full.
5. Where this guarantee is given by more than one person, the obligations on the part of the guarantor contained in this guarantee take effect as joint and several obligation and references to the guarantor take effect with reference to these persons or any of them. None of them will be released from liability under this guarantee by reason of any other guarantor not executing this guarantee, or this guarantee ceasing to be binding as a continuing security on any other guarantor, and the release by TASCO of any guarantor from this guarantee will not affect the liability of the other guarantors.
6. The guarantor shall reimburse TASCO for the expenses of TASCO incurred in connection with the enforcement of, or the preservation of any rights under this guarantee including legal costs and expenses on a full indemnity basis.
7. This guarantee and the rights of TASCO under it maybe assigned or transferred by way of security or absolutely by TASCO without the consent of the company or the guarantor.
8. To give full effect to this guarantee, should the company fail or neglect to pay the lawful demand of TASCO within 14 days, TASCO shall be at liberty to proceed directly against the guarantors as if they were principal debtors and may serve any notice in writing signed by an officer or agent of TASCO by and or by post to the address stated below of the last known address of any guarantor.

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

<p>DIRECTORS FULL NAME (print)</p> <p>.....</p> <p>Signed.....</p> <p>WITNESSED BY (Full Name)</p> <p>.....</p> <p>Signed.....</p> <p>Address.....</p> <p>Date/...../.....</p>	<p>DIRECTORS FULL NAME (print)</p> <p>.....</p> <p>Signed.....</p> <p>WITNESSED BY (Full Name)</p> <p>.....</p> <p>Signed.....</p> <p>Address.....</p> <p>Date/...../.....</p>
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<p>DIRECTORS FULL NAME (print)</p> <p>.....</p> <p>Signed.....</p> <p>WITNESSED BY (Full Name)</p> <p>.....</p> <p>Signed.....</p> <p>Address.....</p> <p>Date/...../.....</p>	<p>DIRECTORS FULL NAME (print)</p> <p>.....</p> <p>Signed.....</p> <p>WITNESSED BY (Full Name)</p> <p>.....</p> <p>Signed.....</p> <p>Address.....</p> <p>Date/...../.....</p>
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<p>DIRECTORS FULL NAME (print)</p> <p>.....</p> <p>Signed.....</p> <p>WITNESSED BY (Full Name)</p> <p>.....</p> <p>Signed.....</p> <p>Address.....</p> <p>Date/...../.....</p>	<p>DIRECTORS FULL NAME (print)</p> <p>.....</p> <p>Signed.....</p> <p>WITNESSED BY (Full Name)</p> <p>.....</p> <p>Signed.....</p> <p>Address.....</p> <p>Date/...../.....</p>
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<p>DIRECTORS FULL NAME (print)</p> <p>.....</p> <p>Signed.....</p> <p>WITNESSED BY (Full Name)</p> <p>.....</p> <p>Signed.....</p> <p>Address.....</p> <p>Date/...../.....</p>	<p>DIRECTORS FULL NAME (print)</p> <p>.....</p> <p>Signed.....</p> <p>WITNESSED BY (Full Name)</p> <p>.....</p> <p>Signed.....</p> <p>Address.....</p> <p>Date/...../.....</p>
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This is a legal document. If you do not understand this document you should seek independent legal advice.

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 TASCOC, a copy of which has been furnished to me/us and undertake to advise TASCOC 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 TASCOC.
2. I/We understand that TASCOC may at its sole discretion charge an administration fee with respect to any account outstanding outside TASCOC's terms of payment as set by TASCOC 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 TASCOC 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.**

TASCOC 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.

TASCOC 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, TASCOC 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 TASCOC 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 TASCOC you have committed a serious credit infringement;
- The credit provided to you by TASCOC 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 TASCOC considers it relevant to assess my/our application for personal credit, I/we agree to TASCOC 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 TASCOC 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.

TASCOC 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:**/...../.....

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

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 Mobil 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:

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
1.	\$	PIN / Signature	Yes / No	Yes / No
2.	\$	PIN / Signature	Yes / No	Yes / No
3.	\$	PIN / Signature	Yes / No	Yes / No
4.	\$	PIN / Signature	Yes / No	Yes / No
5.	\$	PIN / Signature	Yes / No	Yes / No

CONDITIONS OF CREDIT FOR TASCOpus ACCOUNT CUSTOMERS

TERMS OF PAYMENT

TASCO 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. 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 CHARGES/FEES

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

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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 21 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.