

# Petro National Pty Ltd t/a Oilsplus

Account Application

#### 34-38 Peisley Street Orange

PO Box 8329 East Orange NSW 2800

P:0263915000 F:0263618319

E: admin@oilsplus.com

Note: Signatories must initial and date every page.



# account details

| Section A: To be completed by companies only   |                                    |  |  |  |  |  |
|--|------------------------------------|--|--|--|--|--|
| Registered Name of Company   |                                    |  |  |  |  |  |
| ACN/ABNDate of incor   | poration                           |  |  |  |  |  |
| Registered business address  |                                    |  |  |  |  |  |
| Issued and paid up capital   |                                    |  |  |  |  |  |
| Section B: All applicants to complete  |                                    |  |  |  |  |  |
| Trading/Account Name   |                                    |  |  |  |  |  |
| ABN  |                                    |  |  |  |  |  |
| Postal Address   |                                    |  |  |  |  |  |
| Trading/Delivery Address   |                                    |  |  |  |  |  |
| Business Type/Employer   |                                    |  |  |  |  |  |
| Phone Fax  |                                    |  |  |  |  |  |
| Email for Invoices & Statements  |                                    |  |  |  |  |  |
| Bank and Branch Name   |                                    |  |  |  |  |  |
| BSBAccount t   | Number                             |  |  |  |  |  |
| Previous Supplier  |                                    |  |  |  |  |  |
|  |                                    |  |  |  |  |  |
| Section C: All applicants to complete Details of Individual/Partnership/Directors (If there are more than two Directors/Proprietors please a (1) | ttach details to this application) |  |  |  |  |  |
| SurnameFirst name/   | /s                                 |  |  |  |  |  |
| Address  |                                    |  |  |  |  |  |
| Home phoneMobile   |                                    |  |  |  |  |  |
| DOBDrivers licence   | number                             |  |  |  |  |  |
| (2)  |                                    |  |  |  |  |  |
| SurnameFirst name/   | /s                                 |  |  |  |  |  |
| Address_   |                                    |  |  |  |  |  |
| Home phoneMobile   |                                    |  |  |  |  |  |
| DOBDrivers licence   | number                             |  |  |  |  |  |
| Please estimate your average monthly expenditure \$  |                                    |  |  |  |  |  |
| Section D: All applicants to complete TRADE REFERENCES   |                                    |  |  |  |  |  |
| Company Name 1   | Phone                              |  |  |  |  |  |
| Contact Name   | _Fax/Email                         |  |  |  |  |  |
| Company Name 2   | Phone                              |  |  |  |  |  |
| Contact Name   | _Fax/Email                         |  |  |  |  |  |
| Company Name 3   | Phone                              |  |  |  |  |  |
| Contact Name   | Fax/Email                          |  |  |  |  |  |
|  |                                    |  |  |  |  |  |



### account details continued

#### **Signatures**

| Section E: To be completed by all applicants  |
|---|
| SIGNED by the Applicant/s and or Directors on theday of20   |
| who confirm that I/We have read the TERMS & CREDIT CONDITIONS herein on page 4 and unreservedly accepts same.   |
| SIGNED by the said in Section C: 1  |
| In the presence of: (Full Name)   |
| (Signature)   |
| Section F: To be completed by all applicants  |
| SIGNED for and on behalf of the Applicant/s on theday of20  |
| who confirm that I/we have read the TERMS & CREDIT CONDITIONS herein on page 4 and unreservedly accepts same.   |
| SIGNED for and on the behalf of: (Full Name)  |
| (Signature)   |
| In the presence of: (Full Name)   |
| (Signature)   |
| (Signatory must be a Director or authorised Officer of the Company.)  |
|   |
| Section G: To be completed by all applicants  |
| Section G: To be completed by all applicants  SIGNED by guarantor/s on the day of 20  |
|   |
| SIGNED by guarantor/s on theday of20  |
| SIGNED by guarantor/s on theday of20 who confirm that I/We have read the GUARANTEE & INDEMNITY herein on page 4 and unreservedly accepts same.  |
| SIGNED by guarantor/s on theday of20 who confirm that I/We have read the GUARANTEE & INDEMNITY herein on page 4 and unreservedly accepts same.  Full name of 1st Guarantor  |
| SIGNED by guarantor/s on theday of20 who confirm that I/We have read the GUARANTEE & INDEMNITY herein on page 4 and unreservedly accepts same.  Full name of 1st Guarantor  Residential address   |
| SIGNED by guarantor/s on theday of20 who confirm that I/We have read the GUARANTEE & INDEMNITY herein on page 4 and unreservedly accepts same.  Full name of 1st Guarantor  Residential address  SIGNED by the 1st Named Guarantor  |
| SIGNED by guarantor/s on theday of  |
| SIGNED by guarantor/s on theday of  |
| SIGNED by guarantor/s on theday of20 who confirm that I/We have read the GUARANTEE & INDEMNITY herein on page 4 and unreservedly accepts same.  Full name of 1st Guarantor  Residential address  SIGNED by the 1st Named Guarantor In the presence of (Full Name)  (Signature)  Full name of 2nd Guarantor  Residential address |
| SIGNED by guarantor/s on the  |
| SIGNED by guarantor/s on the  |



## direct debit request

| Request and Authority to debit the account named below to pay<br>Petro National Pty Ltd ABN 83 606 401 325   |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|
| REQUEST AND AUTHORITY TO DEBIT   |  |  |  |  |  |  |  |  |
| Surname or company name  |  |  |  |  |  |  |  |  |
| Given names or ACN/ARBN  |  |  |  |  |  |  |  |  |
| request and authorise Petro National Pty Ltd t/a Oilsplus – User ID 491012 to arrange for any amount Petro National Pty Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution below subject to the terms and conditions of the Direct Debit Request Service Agreement (and any further instructions provided below). |  |  |  |  |  |  |  |  |
| Insert the name and address of financial institution at which account is held  |  |  |  |  |  |  |  |  |
| Financial institution name_  |  |  |  |  |  |  |  |  |
| Address_   |  |  |  |  |  |  |  |  |
| City/Town  | Post Code  |  |  |  |  |  |  |  |
| Insert details of account to be debited  |  |  |  |  |  |  |  |  |
| Name of account  |  |  |  |  |  |  |  |  |
| BSBAccount Number  |  |  |  |  |  |  |  |  |
| Acknowledgement By signing this Direct Debit Request you acknowledgement By signing this Direct Debit Request you and Pet Request Service Agreement.   | owledge having read and understood the terms and ro National Pty Ltd as set out in this Request and in your Direct Debit |  |  |  |  |  |  |  |
| Insert your signature and address  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| Signature of Director / Secretary (delete where necessary)   | Signature of Director/Proprietor   |  |  |  |  |  |  |  |
| Name of Director / Secretary   | Name of Director/Proprietor  |  |  |  |  |  |  |  |
| Address_   |  |  |  |  |  |  |  |  |
| City/Town  | Post Code  |  |  |  |  |  |  |  |
| Date/  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

### <u>oilsplus</u>

#### terms and credit conditions

The following terms and conditions are those which Petro National Pty Ltd (ABN 83 606 401 325) t/a Oilsplus, hereinafter named 'Oilsplus', and the Applicant, hereunder named the 'Customer', have agreed to and which apply to the supply of goods, services and credit in the event that the Customer becomes an accepted monthly credit account Customer of Oilsplus. The 'Agreement' hereinafter mentioned will be classified as the incorporation of these TERMS & CREDIT CONDITIONS and the Customer's resulting application form.

- 1. The Customer agrees to pay each account issued by Oilsplus for goods or services provided to it by Oilsplus on or before the 21st day of the month following the date of supply of goods or services.
- 2. The Customer agrees that a monthly late payment fee of 1.50% may be charged on overdue balances and that this late payment fee may be capitalised monthly.
- 3. The Customer agrees to pay an account surcharge of 20% to cover any collection costs and/or commission and further to meet any legal costs howsoever incurred in the management or recovery of an overdue account.
- 4. Any servant or agent of the Customer is authorised to acknowledge receipt of goods and services on behalf of the application until written notice of the revocation of that authority in connection with any particular servant or agent is served upon Oilsplus
- 5. The Customer in completing the application authorises Oilsplus to disclose information contained within the application form to a credit reporting agency and to obtain consumer and commercial information permitted by the Privacy Act from a credit reporting agency and to use such information in order to assess the application of credit, and further to verify account references provided in support of this application. These authorities shall remain in force for the duration of the credit contract.
- 6. The Customer hereby agrees to indemnify Oilsplus and keep it indemnified from and against all losses costs charges and expenses whatsoever that Oilsplus may suffer or incur by reason of the failure or default of the Customer to pay all monies to be paid by it pursuant to the Agreement at the times and in the manner herein provided or to observe and perform the TERMS & CREDIT CONDITIONS and covenants contained herein or implied and on the part of the said Customer to be observed and performed.
- 7. In consideration of goods, services being provided and or works performed at the Customer's request, the Customer, hereby guarantee all payments owed to Oilsplus pursuant of this Agreement at the times and in the manner herein provided and the observance and performance by the Customer of the TERMS & CREDIT CONDITIONS herein contained or implied and on the part of the Customer and to be observed and performed.
- 8. The Company may grant the Customer from time to time any variation in the credit accommodation or other indulgence without affecting the Customer's liability under the agreement.
- 9. The Customer acknowledge that this agreement shall continue to have effect until cancelled in writing by the Customer such cancellation need not be accepted whilst monies are owing for goods purchased and the Customer further agree to advise Oilsplus immediately if any change occurs in legal entity or ownership.
- 10. PROPERTY AT RISK Title in the products purchased by the Customer from Oilsplus will pass to the Customer only when all that is owing to Oilsplus in relation to the products ordered and delivered to the customer has been paid in full. Risk with respect to the said products shall pass to the Customer immediately from the time of the delivery. However, until such time such time as the full amount owing by the Customer to Oilsplus in relation to the said products is paid the Customer shall hold the said products as mere bailee for Oilsplus. Until the goods are paid in full Oilspus authorises the Customer to sell the goods to purchasers but the Customer shall act as a fiduciary agent for Oilsplus. The Customer shall not represent to any third party that this is in any way acting for Oilsplus or incur any liability or make any representation on behalf of Oilsplus and Oilsplus will not be bound by any contacts with third parties to which the Customer is a party. In the event of the goods being disposed by the Customer prior to the payment of the purchase price in full any amount received by the Customer shall be set aside and held in trust by the Customer for Oilsplus pending payment of the purchase price in full. The Customer shall keep all products and the proceeds of sales separate from its own and of the third parties and Oilsplus may retake possession of and sell any unpaid goods in the event that the Customer defaults or becomes insolvent.
- 11. The Customer must not assign the benefit of this agreement.
- 12. In consideration of the accommodation provided by Oilsplus to the Customer, the Customer hereby charge all real property situated in NSW with the payment of all amounts due and owing to Oilsplus by virtue of this agreement and the Customer must upon request by Oilsplus execute such other documents as required by Oilsplus to secure the obligations together with all costs and expenses.

#### guarantee and indemity

In consideration of Petro National Pty Limited (ABN 83 606 401 325) (hereinafter named 'Oilsplus') agreeing

to supply products on credit to the Borrower named in this Account Application (hereinafter named the 'Customer') at the request of the Guarantor/s also named in this Account Application, the Guarantors hereby covenants and agrees with and guarantees and indemnifies Oilsplus as follows:

A. The Guarantor/s hereby guarantee payment by the Customer to Oilsplus of the purchase price for all products supplied by Oilsplus to the Customer and all other monies which are now owing of which may from time to time hereafter be owing to Oilsplus or remain unpaid from the Customer on any account or in any manner whatsoever whether alone or jointly or in conjunction with any other person or corporation and whether as principal or surety or otherwise directly or indirectly (hereinafter called the "said monies") and the Guarantor/s hereby covenant with Oilsplus that if the Customer shall fail duly and punctually to pay Oilsplus the whole or any part of the said monies upon demand by Oilsplus then the Guarantor's will indemnify Oilsplus and keep it indemnified in respect of such failure.

B. The GUARANTEE & INDEMNITY herein contained shall be irrevocable and continuing and (but without limiting the generally of the foregoing) shall not be revoked by notice or by reason of death.

insolvency, bankruptcy, liquidation or mental incapacity of the Customer or the Guarantor's or by Oilsplus refusing further supplies of products to the Customer and the said GUARANTEE & INDEMNITY shall not

be discharged or released by any arrangement made between Oilsplus and the Customer or by any forbearance on the part of Oilsplus whether as to payment time performance or otherwise by any variation of any agreement between Oilsplus and the Customer or by any delay, neglect, omission, dealing or other cause or reason whatsoever PROVIDED ALWAYS that this guarantee shall be revocable as to the future transactions between Oilsplus and the Customer by one month's notice in writing given by the Guarantor's to Oilsplus at its registered office

- C. The GUARANTEE & INDEMNITY here before contained shall be a principal obligation and shall not be treated as ancillary to or collateral with any other obligation howsoever created and, in particular, shall be independent to the intent that such guarantee and indemnity shall be enforceable without taking any steps or proceedings against the Customer and is a continuing obligation despite any intervening payment, settlement or other thing.
- D. When the Guarantor is more than one person or more than one corporation or a combination of a person or persons and/or corporation then the covenants and/or agreements entered into and made by the Guarantor in this instrument shall be binding upon such person or persons and/or corporations jointly and each of them severally and whether or not any one or other Guarantor shall not have signed this instrument.
- E. In consideration of the matters referred to above the Guarantor hereby charge all of the Guarantor's real property situated in New South Wales with the payment of all amounts due and owing by the Guarantor to Oilsplus by virtue of this GUARANTEE & INDEMNITY and the Guarantor must upon request by Oilsplus execute such other documents as required by Oilsplus to secure the obligations together with all costs and expenses, together with the costs or preparing this guarantee and any other costs which Oilsplus may incur in enforcing its rights under the GUARANTEE & INDEMNITY or in collecting amounts due and owing to it including but not limited to legal costs and disbursement on a solicitor and own client basis and collection costs.

As long as the said monies remain unpaid, the Guarantors may not, reduce their liability by claiming any right of set off or counter claim, claim an amount in the insolvency of the Customer or another Guarantor.

| Petro National Ptv I td t/a Oilsplus - | - Account Application - Page 4   Applicants Initial/s | Date |  |
|--|---|------|--|



Petro National Pty Limited ABN 83 606 401 325 Level 9, 117 York Street Sydney NSW 2000 Contact name at Petro National: Tina MacRae Phone 02 9016 8514

### Direct Debit Request Service Agreement

This is Your Direct Debit Service Agreement with **Petro National Pty Limited ABN 83 606 401 325**. It explains what Your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to You as Your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation.

| Definitions             | account means the account held at Your financial institution from which we are authorised to arrange for funds to be debited.  |  |  |  |  |  |  |  |
|-------------------------|--|--|--|--|--|--|--|--|
|                         | agreement means this Direct Debit Request Service Agreement between You and us.  |  |  |  |  |  |  |  |
|                         | banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.   |  |  |  |  |  |  |  |
|                         | debit day means the day that payment by You to us is due.  |  |  |  |  |  |  |  |
|                         | debit payment means a particular transaction where a debit is made.  |  |  |  |  |  |  |  |
|                         | direct debit request means the Direct Debit Request between us and You.  |  |  |  |  |  |  |  |
|                         | us or we means Petro National Pty Limited, (the Debit User) You have authorised by requesting a Direct Debit Request.  You means the customer who has signed or authorised by other means the Direct Debit Request.  |  |  |  |  |  |  |  |
|                         |  |  |  |  |  |  |  |  |
|                         | Your financial institution means the financial institution nominated by You on the DDR at which the account is maintained.   |  |  |  |  |  |  |  |
| 1.Debiting Your account | 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, You have authorised us to arrange for funds to be debited from Your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and You. |  |  |  |  |  |  |  |
|                         | 1.2 We will only arrange for funds to be debited from Your account as authorised in the Direct Debit Request.  |  |  |  |  |  |  |  |
|                         | or   |  |  |  |  |  |  |  |
|                         | We will only arrange for funds to be debited from Your Account if we have sent to the address nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by You to us and when it is due.   |  |  |  |  |  |  |  |
|                         | 1.3 If the debit day falls on a day that is not a banking day, we may direct Your financial institution to debit Your account on the following banking day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution.         |  |  |  |  |  |  |  |
| 2. Amendments by us     | 2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days written notice.  |  |  |  |  |  |  |  |
| 3. Amendments by You    | You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least <b>14 days</b> notification by writing to:   |  |  |  |  |  |  |  |
|                         | Petro National Pty Limited Level 9 117 York Street Sydney NSW 2000   |  |  |  |  |  |  |  |
|                         | Email: <u>tina.macrae@petronational.com.au</u>   |  |  |  |  |  |  |  |
|                         | Or by telephoning us on 02 9016 8514 during business hours.  |  |  |  |  |  |  |  |
|                         | Or arranging it through Your own financial institution, which is required to act promptly on Your instructions.  |  |  |  |  |  |  |  |
|                         | *Note: in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising us, Petro National Pty Limited, of Your new account details.  |  |  |  |  |  |  |  |
| 4. Your obligations     | 4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your account to allow a debit payment to be made in accordance with the Direct Debit Request.   |  |  |  |  |  |  |  |
|                         | 4.2 If there are insufficient clear funds in Your account to meet a debit payment:   |  |  |  |  |  |  |  |
|                         | (a) You may be charged a fee and/or interest by Your financial institution.  |  |  |  |  |  |  |  |
|                         | (b) You may also incur fees or charges imposed or incurred by us; and  |  |  |  |  |  |  |  |
|                         | (c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in Your account by an agreed time so that we can process the debit payment.  |  |  |  |  |  |  |  |
|                         | 4.3 You should check Your account statement to verify that the amounts debited from Your account are correct   |  |  |  |  |  |  |  |
|                         |  |  |  |  |  |  |  |  |

| Petro National Pty Ltd t/a Oilsplus - | Account Application - Page 5   Applicants Initial/s | Date |  |
|---------------------------------------|---|------|--|



| 5. Dispute         | 5.1 If You believe that there has been an error in debiting Your account, You should notify us directly on 02 9016 8514 or <a href="mailto:tina.macrae@petronational.com.au">tina.macrae@petronational.com.au</a> and confirm that notice in writing with us as soon as possible so that we can resolve Your query more quickly. Alternatively, you can take it up directly with Your financial institution. |
|--------------------|--|
|                    | 5.2 If we conclude as a result of our investigations that Your account has been incorrectly debited, we will respond to Your query by arranging for Your financial institution to adjust Your account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your account has been adjusted.  |
|                    | 5.3 If we conclude as a result of our investigations that Your account has not been incorrectly debited, we will respond to Your query by providing You with reasons and any evidence for this finding in writing.   |
| 6. Accounts        | You should check:  |
|                    | (a) with Your financial institution whether direct debiting is available from Your account as direct debiting is not<br>available on all accounts offered by financial institutions.   |
|                    | (b) Your account details which You have provided to us are correct by checking them against a recent account statement; and  |
|                    | (c) with Your financial institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.   |
| 7. Confidentiality | 7.1 We will keep any information (including Your account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.           |
|                    | 7.2 We will only disclose information that we have about You:  |
|                    | (a) to the extent specifically required by law; or   |
|                    | (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).   |
| 8. Notice          | 8.1 If You wish to notify us in writing about anything relating to this agreement, you should write to Petro National Pty Limited Level 9 117 York Street Sydney NSW 2000 Email: tina.macrae@petronational.com.au  |
|                    | 8.2 We will notify You by sending a notice in the ordinary post to the address You have given us in the Direct Debit Request.  |
|                    | 8.3 Any notice will be deemed to have been received on the third banking day after posting.  |



### What account facilities do you require?

Bulk Delivery

1. Please attach a sketch for each property location and tank delivery locations at the property.

2. Please ensure tanks are correctly labelled with correct product. Oilsplus delivery drivers will label tanks after confirmation from owner.

3. Speak to staff about regular top up periods.

Oilsplus Fuel Card
(Shell/Liberty Affinity Card)

#### Please complete form below ticking appropriate products for each card

cards attract a monthly fee of \$2.75 including GST.

|      |  |     | Products   |                           |                           |                  |     |      |                            |
|------|--|-----|------------|---------------------------|---------------------------|------------------|-----|------|----------------------------|
| Card | Driver Name or<br>Vehicle Rego<br>max 8 Characters | PIN | ULP<br>E10 | Premium<br>Unleaded<br>95 | Premium<br>Unleaded<br>98 | Diesel<br>AdBlue | LPG | Oils | All<br>Products<br>Note: 1 |
| 1    |  | Yes |            |                           |                           |                  |     |      |                            |
| 2    |  | Yes |            |                           |                           |                  |     |      |                            |
| 3    |  | Yes |            |                           |                           |                  |     |      |                            |
| 4    |  | Yes |            |                           |                           |                  |     |      |                            |
| 5    |  | Yes |            |                           |                           |                  |     |      |                            |
| 6    |  | Yes |            |                           |                           |                  |     |      |                            |
| 7    |  | Yes |            |                           |                           |                  |     |      |                            |
| 8    |  | Yes |            |                           |                           |                  |     |      |                            |
| 9    |  | Yes |            |                           |                           |                  |     |      |                            |
| 10   |  | Yes |            |                           |                           |                  |     |      | _                          |

(if you require additional cards please attach list)

#### Note 1: All products include all Shop items

Oilsplus cards are accepted at all Shell, Coles Express and Liberty sites throughout Australia.

| OFFICE USE ONLY       |          |               |  |  |  |  |
|-----------------------|----------|---------------|--|--|--|--|
| Application Approved: | Yes / No | Account Code: |  |  |  |  |
| Approved By:          |          | Signed:       |  |  |  |  |
| Date:                 |          |               |  |  |  |  |

Petro National Pty Ltd t/a Oilsplus - Account Application - Page 7 | Applicants Initial/s\_\_\_\_\_\_\_Date\_\_\_\_\_\_