



Your Statewide fuel solution



Credit Agreement

Serving the community for over 45 years

www.bennettpetrol.com.au

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Account facilities we offer

Bennett's Petroleum Z Card enables you to purchase fuel, lubricants and shop goods at our Statewide locations.

Your Z Card can be used for bulk fuel and packaged lubricants deliveries.

NOTE: Z Card does not attract monthly card fees



**Scan for Z Card Locations, Directions,
Fuel Types and Trading Hours**



Available at: www.bennettspetrol.com.au

Section A – Individual/Sole Trader

Your details

Trading/account name:

ABN:

Business type:

Date commenced:

Surname:

First name:

Middle name:

D.O.B:

Drivers licence No:

Trading/delivery address:

Postal Address:

Individual residential address (+ years at address):

Rent

Own

Home phone:

Business phone:

Mobile Phone:

Business Email:

Email for accounts (if different from above):

Contact name:

Website:

Previous fuel supplier (if any):

Estimated expenditure

Please estimate your average monthly expenditure (complete as applicable):

Fuel Card

\$

Bulk fuel

\$

Lubricants

\$

Mood Food Kitchen & Coffee

\$

Total

\$



Section A – Individual/Sole Trader

Continued

Mandatory application sections

The following **must** be completed prior to signing this agreement:

Direct debit authority, page 18

Customers fuel card requirements, page 24

Signing:

By signing this agreement:

- a. You acknowledge and agree that by signing this Agreement you have read, understood and accept and agree to be bound by the terms and conditions set out in the section headed 'Terms and Conditions of Supply' which form part of this Agreement and that you and all of those authorised by you will comply with this Agreement until this Agreement is terminated;
- b. You further acknowledge that in the event of termination of this Agreement you will continue to be bound by all obligations under and liabilities incurred by this Agreement including those that arose prior to the termination of this Agreement; and
- c. You warrant that all of the information given in this Agreement is true and correct and that you have the full authority to sign this Agreement;

Signature:

Print full name:

Date:

Witness signature:

Witness print full name:

Witness print address:

Section B – Partnership

Your details

Trading/account name:

ABN:

Business type:

Date commenced:

Trading/delivery address:

Postal Address:

Business phone:

Email for accounts:

Contact name:

Website:

Previous fuel supplier (if any):

Partner 1

Surname:

First name:

Middle name:

D.O.B:

Drivers licence no:

Individual residential address (+ years at address):

Rent

Own

Home phone:

Mobile phone:

Email:

Partner 2 (If more than 2 partners, attach listing)

Surname:

First name:

Middle name:

D.O.B:

Drivers licence no:

Individual residential address (+ years at address):

Rent

Own

Home phone:

Mobile phone:

Email:



Section B – Partnership

Continued

Estimated expenditure

Please estimate your average monthly expenditure (complete as applicable):

Fuel card	\$
Bulk fuel	\$
Lubricants	\$
Mood Food Kitchen & Coffee	\$
Total	\$

Mandatory application sections

The following **must** be completed prior to signing this agreement:

Direct debit authority, page 18

Customers fuel card requirements, page 24

Signing:

By signing this agreement:

- You acknowledge and agree that by signing this Agreement you have read, understood and accept and agree to be bound by the terms and conditions set out in the section headed 'Terms and Conditions of Supply' which form part of this Agreement and that you and all of those authorised by you will comply with this Agreement until this Agreement is terminated;
- You further acknowledge that in the event of termination of this Agreement you will continue to be bound by all obligations under and liabilities incurred by this Agreement including those that arose prior to the termination of this Agreement; and
- You warrant that all of the information given in this Agreement is true and correct and that you have the full authority to sign this Agreement;

Partner 1 signature:

Print full name:

Date:

Witness signature:

Witness print full name:

Witness print address:

Section B – Partnership

Continued

Partner 2 signature:

Print full name:

Date:

Witness signature:

Witness print full name:

Witness print address:



Section C – Companies

Your details

Registered company name:

ABN:

ACN:

Date of incorporation:

Registered business address:

Trading address:

Postal address (if different from above):

Business phone:

Email for accounts:

Contact name:

Website:

Previous fuel supplier (if any):

Company Director 1

Surname:

First name:

Middle name:

D.O.B:

Drivers licence no:

Individual residential address (+ years at address):

Rent

Own

Home phone:

Mobile phone:

Email:

Company Director 2 (If more than 2 directors, attach listing)

Surname:

First name:

Middle name:

D.O.B:

Drivers licence no:

Individual residential address (+ years at address):

Rent

Own

Home phone:

Mobile phone:

Email:

Section C – Companies

Continued

Estimated expenditure

Please estimate your average monthly expenditure (complete as applicable):

Fuel card	\$
Bulk fuel	\$
Lubricants	\$
Mood Food Kitchen & Coffee	\$
Total	\$

Mandatory application sections

The following **must** be completed prior to signing this agreement:

Direct debit authority, page 18

Customers fuel card requirements, page 24

Deed of indemnity, page 20

Signing:

By signing this agreement:

- You acknowledge and agree that by signing this Agreement you have read, understood and accept and agree to be bound by the terms and conditions set out in the section headed 'Terms and Conditions of Supply' which form part of this Agreement and that you and all of those authorised by you will comply with this Agreement until this Agreement is terminated;
- You further acknowledge that in the event of termination of this Agreement you will continue to be bound by all obligations under and liabilities incurred by this Agreement including those that arose prior to the termination of this Agreement; and
- You warrant that all of the information given in this Agreement is true and correct and that you have the full authority to sign this Agreement;

Signature:

Date:

Print full name:

Print office (Director or/and Secretary)

Signature:

Date:

Print full name:

Print office (Director and/or Secretary):



Section D – Trusts

Your details

Name of trust:

ABN:

Date of settlement (creation):

Previous fuel supplier (if any)

Trustee details (If natural person)

Surname:

First name:

Middle name:

D.O.B:

Drivers licence no:

Individual residential address (+ years at address):

Rent

Own

Home phone:

Mobile phone:

Email:

Email for accounts (if different to above):

Contact person:

Trustee details (If more than one natural person)

Surname:

First name:

Middle name:

D.O.B:

Drivers licence no:

Individual residential address (+ years at address):

Rent

Own

Home phone:

Mobile phone:

Section D – Trusts

Continued

Email:	
Email for accounts (if different to above):	Contact person:

Trustee details (If company)

Registered company name:	
ACN:	ABN:
Registered business address:	
Trading address:	
Postal address (if different from above):	
Business phone:	
Email for accounts:	

Company Director 1

Surname:		
First name:	Middle name:	
D.O.B:	Drivers licence no:	
Individual residential address (+ years at address):	<input type="checkbox"/> Rent	<input type="checkbox"/> Own
Home phone:		
Mobile phone:		
Email:		

Company Director 2 (If more than 2 directors, attach listing)

Surname:		
First name:	Middle name:	
D.O.B:	Drivers licence no:	
Individual residential address (+ years at address):	<input type="checkbox"/> Rent	<input type="checkbox"/> Own
Home phone:		
Mobile phone:		
Email:		



Section D – Trusts

Continued

Mandatory application sections

The following **must** be completed prior to signing this agreement:

Direct debit authority, page 18

Customers fuel card requirements, page 24

Deed of Guarantee and Indemnity (each Trustee natural person or corporate trustee Director must complete), page 20

Signing:

By signing this agreement:

- a. You acknowledge and agree that by signing this Agreement you have read, understood and accept and agree to be bound by the terms and conditions set out in the section headed 'Terms and Conditions of Supply' which form part of this Agreement and that you and all of those authorised by you will comply with this Agreement until this Agreement is terminated;
- b. You further acknowledge that in the event of termination of this Agreement you will continue to be bound by all obligations under and liabilities incurred by this Agreement including those that arose prior to the termination of this Agreement; and
- c. You warrant that all of the information given in this Agreement is true and correct and that you have the full authority to sign this Agreement;

Natural person trustee(s)

Natural person trustee 1 signature :

Print full name:

Date:

Witness signature:

Witness print full name:

Witness print full address:



Section D – Trusts

Continued

Natural person trustee 2 signature:

Print full name:

Date:

Witness signature:

Witness print full name:

Witness print full address:

Corporate trustee (s)

Signature:

Print full name:

Print office (Director and/or secretary)

Date:

Signature:

Print full name:

Print office (Director and/or secretary)

Date:



Section E – Incorporated Association

Your details

Entity name:

Entity type:

Registered identifier:

ABN:

Trading address:

Postal address (if different to above):

Business phone:

Email for accounts:

Contact name:

Website:

Previous fuel supplier (if any):

Authorised officer 1

Surname:

First name:

Middle name:

D.O.B:

Drivers licence no:

Individual residential address (+ years at address):

Home phone:

Mobile phone:

Email:

Section E – Incorporated Association

Continued

Authorised Officer 2 (If more than 2 officers, attach listing)

Surname:

First name:

Middle name:

D.O.B:

Drivers licence no:

Individual residential address (+ years at address):

Home phone:

Mobile phone:

Email:

Estimated expenditure

Please estimate your average monthly expenditure (complete as applicable):

Fuel card	\$
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Bulk fuel	\$
-----------	----

Lubricants	\$
------------	----

Mood Food Kitchen & Coffee	\$
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Total	\$
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Section E – Incorporated Association

Continued

Signing:

By signing this agreement:

- a. You acknowledge and agree that by signing this Agreement you have read, understood and accept and agree to be bound by the terms and conditions set out in the section headed 'Terms and Conditions of Supply' which form part of this Agreement and that you and all of those authorised by you will comply with this Agreement until this Agreement is terminated;
- b. You further acknowledge that in the event of termination of this Agreement you will continue to be bound by all obligations under and liabilities incurred by this Agreement including those that arose prior to the termination of this Agreement; and
- c. You warrant that all of the information given in this Agreement is true and correct and that you have the full authority to sign this Agreement;

Authorised officer 1 signature:

Print full name:

Date:

Witness signature:

Witness print full name:

Witness print full address:

Authorised officer 2 signature:

Print full name:

Date:

Witness signature:

Witness print full name:

Witness print full address:



Direct debit authority

Direct debit agreement

Customer (complete full legal name):

Note: if trading entity is a trust, the full name(s) of the trustees should be completed

ABN:

Direct debit details:

Bank account

Bank name:

Account name:

BSB:

Account number:

I/ We, the Customer named above ('Customer'), request that you, Bennett's Petroleum Supplies Pty Ltd ACN 009 508 285 ('Bennett's Petroleum'), debit my/ our account as described in the section above headed 'Direct Debit Details', any amounts which Bennett's Petroleum may debit or charge in accordance with the Credit Agreement entered into between me/ us on or about the date of this authority. I/We understand and acknowledge that;

1. This arrangement is governed by the below Direct Debit Terms and Conditions received by me/ us and I/we have read and understood those terms and conditions;
2. Bennett's Petroleum may in its absolute discretion at any time by notice in writing to me/ us, terminate this request as to future debits; and
3. Bennett's Petroleum may by prior notice to me/ us vary the amount or frequency of future debits.

Authorised signatory

Signed:

Print full name:

Position/title:

Date:



Direct debit terms and conditions

1. Definitions

Agreement means this Direct Debit Agreement between you and Bennett's Petroleum.

Business Day means a day other than a Saturday or a Sunday or a public holiday in Tasmania, Australia.

Credit Agreement means the credit agreement entered into between you and Bennett's Petroleum on or about the date of this Agreement.

Debit Day means the day that payment by you to Bennett's Petroleum is due.

Debit Details is a reference to either the account held at your financial institution or your credit card, as applicable, as set out in the section above headed 'Direct Debit Details', from which Bennett's Petroleum is authorised to debit funds.

Debit Payment means a particular transaction where a debit is made.

Your Financial Institution is the financial institution where you hold the account that you have authorised Bennett's Petroleum to arrange to debit, or the financial institution that has issued the credit card which you have authorised Bennett's Petroleum to debit (as applicable).

2. Debiting your account

- a. By signing this Agreement you have authorised Bennett's Petroleum to arrange for funds to be debited from your Debit Details, on an ongoing basis, for monies owed under this Agreement and the Credit Agreement.
- b. Bennett's Petroleum will arrange for funds to be debited from your account or credit card as set out in the Debit Details for amounts owing by you to Bennett's Petroleum.
- c. If the Debit Day falls on a day that is not a Business Day, Bennett's Petroleum may, at Bennett's Petroleum sole discretion;
 - i. direct your Financial Institution or otherwise process a debit from your Debit Details on the next Business Day; or
 - ii. direct your financial Institution or otherwise process a debit from your Debit Details on the Business Day prior to the Debit Day.

3. Changes by Bennett's Petroleum

Bennett's Petroleum may:

- a. vary any details of this Agreement at any time; or
- b. terminate this Agreement and arrange with you an alternate payment method, by giving you at least fourteen (14) days' written notice.

4. Changes by you

- a. Subject to clause 4(b) you may change the arrangements under this Agreement by contacting Bennett's Petroleum or your Financial Institution.
- b. If you wish to:
 - i. stop or defer a Debit Payment;
 - ii. cancel your authority for Bennett's Petroleum to debit your Debit Details; or
 - iii. request a change to the amount and/or frequency of funds being debited from your Account,

you must submit a written request to Bennett's Petroleum at least seven (7) days before the next Debit Day.

5. Your obligations

- a. It is your responsibility to:
 - i. ensure that there are sufficient clear funds available to be debited from your Debit Details to allow a Debit Payment to be made on the Debit Day in accordance with this Agreement;
 - ii. ensure that the authorisation given to draw on your Debit Details is identical to the account signing instruction held by your Financial Institution;
 - iii. advise Bennett's Petroleum if your Debit Details is cancelled or closed; and
 - iv. arrange a suitable alternate payment method if the drawing arrangements are cancelled either by you or your Financial Institution.
- b. If there are insufficient funds in your Debit Details to meet a Debit Payment;
 - i. you may be charged a fee and/or interest by your Financial Institution;
 - ii. Bennett's Petroleum will charge a dishonour fee and deduct it from your Debit Details on the next Debit Day together with any amounts ordinarily owing on that Debit Day;
 - iii. you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Debit Details so that Bennett's Petroleum can process the Debit Payment;
 - iv. you should check your Debit Details statement to verify that the amounts debited are correct.
- c. If any GST is imposed on a supply made under this Agreement or the Credit Agreement, then you agree to pay an amount equal to the GST payable on or for the supply.
- d. You agree to indemnify Bennett's and to keep Bennett's Petroleum indemnified against all claims, demands, actions, suits and proceedings whatsoever against Bennett's Petroleum or any of its employees, contractors or agents arising out of or in connection with your instruction in this Agreement.
- e. A breach of this Agreement shall be construed as a breach of the Credit Agreement.

6. Confidentiality

- a. Bennett's Petroleum will keep any information (including your Debit Details) in this Agreement confidential.
- b. Bennett's Petroleum will only disclose information that Bennett's Petroleum collects about you:
 - i. to the extent specifically required by law; or
 - ii. for the purposes of this Agreement or the Credit Agreement.

7. Dispute

If you believe that there has been an error in debiting your Account, you should notify Bennett's Petroleum directly.

8. Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of Tasmania, Australia and the parties unconditionally and irrevocably submit to the nonexclusive jurisdiction of the courts of Tasmania.

Deed of guarantee and indemnity

To be completed by companies and trusts

In favour of Bennett's Petroleum Supplies Pty Ltd ACN 009 508 285 (Bennett's Petroleum)

In relation to the supply by Bennett's Petroleum to _____ (Customer name)

This Deed of Guarantee and Indemnity (Guarantee) is made between the party or parties named as Guarantor(s) below together with their and each of their respective executors, administrators, successors and assigns (Guarantor) and Bennett's Petroleum and its successors and assigns in respect of the supply of goods on credit to the Customer in accordance with the credit agreement between the Customer and Bennett's Petroleum entered into on or about the date of this Deed (Credit Agreement).

- a. In consideration of Bennett's Petroleum agreeing to and continuing to supply goods to the Customer under the Credit Agreement, the Guarantors, jointly and severally, guarantee and indemnify Bennett's Petroleum the due payment of any and all amounts by the Customer, in relation to the Goods and any other monies payable to Bennett's Petroleum by the Customer under the Credit Agreement or otherwise (Guaranteed Monies).
- b. This Guarantee shall be a continuing guarantee and shall not be affected or avoided in any way by any agreement or arrangement made between the Customer and Bennett's Petroleum at any time, or by other indulgence given by Bennett's Petroleum to the Customer, or any composition or arrangement with, or release of the Customer, or in the event that the Customer becomes bankrupt or insolvent.
- c. The Guarantee shall be a principal obligation and shall not be treated as ancillary to or collateral with any other obligation which Bennett's Petroleum holds or may subsequently obtain for any indebtedness or liability of the Customer, howsoever created. This Guarantee shall be enforceable by Bennett's Petroleum, without it first taking any steps or proceedings against the Customer or any other person.
- d. In the event of all or part of the Guaranteed Moneys not being recoverable from the Guarantor in its capacity as guarantor for any reason (including the appointment of an administrator over the Customer, where the Customer is a company), the Guarantor will indemnify and keep indemnified Bennett's Petroleum against all loss, damage, cost and expense suffered or incurred by Bennett's Petroleum by reason of the non-recoverability of the Guaranteed Moneys or the relevant proportion of the Guaranteed Moneys and agrees to pay the Guaranteed Moneys as a principal debtor.
- e. The moneys payable under this Guarantee shall be paid without deduction, set-off or counter-claim, to Bennett's Petroleum at its principal place of business unless otherwise directed in writing by Bennett's Petroleum.
- f. Any notice or demand given to or made on the Guarantor may be signed on behalf of Bennett's Petroleum by any director, manager or authorised staff member of Bennett's Petroleum or its solicitors and will be deemed to have been duly given or made if delivered, mailed, emailed or faxed to the Guarantor at the address, email address or facsimile number of the Guarantor last known to Bennett's Petroleum or to the Customer.
- g. The Guarantor will pay to Bennett's Petroleum all costs, charges and expenses incurred by Bennett's Petroleum on an indemnity basis to its solicitors or other agents in relation to any action taken by Bennett's Petroleum in respect of this Guarantee. The Guarantor will also pay all stamp duty assessed on or in respect of this Guarantee.
- h. Bennett's Petroleum may use any money paid by or for the Customer towards any part of the money owed by the Customer to Bennett's Petroleum. Bennett's Petroleum may use any money paid by the Guarantor to Bennett's Petroleum under this Guarantee towards any part of the money owed to Bennett's Petroleum under this Guarantee.
- i. In order to better secure to Bennett's Petroleum all moneys payable or to become payable pursuant to this guarantee every person named herein as Guarantor:
 - i. hereby as beneficial owner charges in favour of Bennett's Petroleum by way of a fixed charge any right, title, estate or interest which the Guarantor (and if more than one jointly and severally) has or may hereinafter acquire in any freehold or leasehold property, with the payment of all such moneys payable or to become payable by the Customer;
 - ii. agrees that Bennett's Petroleum is entitled to lodge and maintain a caveat over any such freehold or leasehold property;
 - iii. agrees that the provisions of clause 9 of the Credit Agreement are repeated in full in this clause, as if the Guarantor were the Customer, and the Guarantor makes the same promises and agreements and is bound by the same terms as set out in that clause, in this Deed.
- j. The Guarantors acknowledge and agree that Bennett's Petroleum may disclose certain information about the Guarantor to a credit reporting body (CRB) when:
 - i. assessing the Customer's application for credit in accordance with the Credit Agreement; and
 - ii. managing the Customer's account with Bennett's Petroleum.
 - iii. the Guarantor authorises Bennett's Petroleum to disclose such information to a CRB for these purposes.
- k. Subject to Bennett's Petroleum obligations under the Privacy Act 1988 (Privacy Act) and other applicable laws, Bennett's Petroleum may give the information referred to in sub clause (j) below to a CRB to:
 - i. obtain a consumer credit report about the Guarantor; or
 - ii. allow the CRB to create or maintain a credit information file about the Guarantor.
- l. The Guarantor agrees that Bennett's Petroleum may disclose a credit report about it to any CRB, debt collecting agency or Bennett's Petroleum insurers for the purposes of assessing the Guarantor's creditworthiness or to collect any overdue payments (as the case may be).
- m. Bennett's Petroleum may, in its sole discretion, disclose the following information relating to the Guarantor in accordance with this paragraph:
 - i. the name and address of the Guarantor;
 - ii. the amount of any payments which are overdue;
 - iii. where an overdue payment has been previously reported, advise that the payment is no longer overdue; and
 - iv. cheques or credit card payments which have been dishonoured.



Deed of guarantee and indemnity

Continued

- n. The Guarantor agrees that Bennett's Petroleum may obtain information about the Guarantor from any CRB for the purposes of assessing the Customer's application to purchase Goods on credit and collecting any overdue amounts.
- o. The rights given to Bennett's Petroleum under this Guarantee and the Guarantor's liability is not affected by any act or omission by Bennett's Petroleum or by anything else that might otherwise affect them at law relating to the Guarantee, including;
 - i. variation or replacement of the Credit Agreement;
 - ii. that Bennett's Petroleum might give the Customer a concession;
 - iii. that the Customer signs further credit agreements with Bennett's Petroleum;
 - iv. the fact that Bennett's Petroleum does not register any security which Bennett's Petroleum could have registered;
 - v. if any rights under this Guarantee are assigned; and
 - vi. the death or receipt of notice by Bennett's Petroleum of the death, mental or physical disability or incapacity or insolvency of any Guarantor or the Customer.
- p. This Guarantee does not merge with or is adversely affected by any security, right or remedy to which Bennett's Petroleum are entitled being satisfied, or the obtaining of a judgement or order by Bennett's Petroleum against any Guarantor in respect of any amount payable under this Guarantee.
- q. Bennett's Petroleum may claim against the Guarantor before enforcing any of its rights or remedies against the Customer or any other person or under another document such as a guarantee or mortgage.
- r. Bennett's Petroleum shall not be liable for any loss caused by the exercise or attempted exercise, or failure to exercise, or delay in exercising, a right of remedy under this Guarantee.
- s. The rights of Bennett's Petroleum under this Guarantee are in addition to other rights and remedies provided by law or by any other security and may be exercised by any person authorised by Bennett's Petroleum.
- t. Bennett's Petroleum may assign or otherwise deal with its rights under this Guarantee in any way it deems fit.
- u. Any term of this Guarantee, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.
- v. The Guarantor must promptly do anything asked by Bennett's Petroleum, including without limitation obtaining consents, signing and producing documents, replying to questions, producing receipts and completion documents to bind the Guarantor to this Guarantee and to ensure that the Guarantor's obligations under this Guarantee are secured by any security intending or secure them.
- w. This Guarantee will be governed by and construed in accordance with the laws of the State of Tasmania.
- x. Any legal action arising out of or in respect of this Guarantee shall be brought only in the Courts of the State of Tasmania and the Guarantor irrevocably submits itself to the jurisdiction of the Courts of that State.
- y. The Guarantor agrees that service of legal process may be given personally or made by prepaid post to the Guarantor's address stated on this Guarantee and Indemnity or its registered office or such other address as may be notified in writing by the Guarantor to Bennett's Petroleum.
- z. This Guarantee binds each person who signs it as Guarantor even if another person who was intended to sign it as Guarantor does not sign it or is not bound by it.
 - aa. The Guarantor acknowledges they are responsible for making themselves aware of the financial position of the Customer.
 - bb. The Guarantor acknowledges they have not entered into this Guarantee as trustee of any trust.
 - cc. The Guarantor has executed this Guarantee as a Deed.



Deed of guarantee and indemnity

Continued

SIGNED SEALED AND DELIVERED by the Guarantor/s as a Deed

who confirm that I/We have read the GUARANTEE & INDEMNITY herein and have also read and accepted the terms of the CREDIT AGREEMENT and unreservedly accepts same.

Full name of 1st Guarantor

Signed by the 1st Named Guarantor

Residential address

In the presence of (Full name)

Signature

On day of 20

Full name of 2nd Guarantor

Signed by the 2nd Named Guarantor

Residential address

In the presence of (Full name)

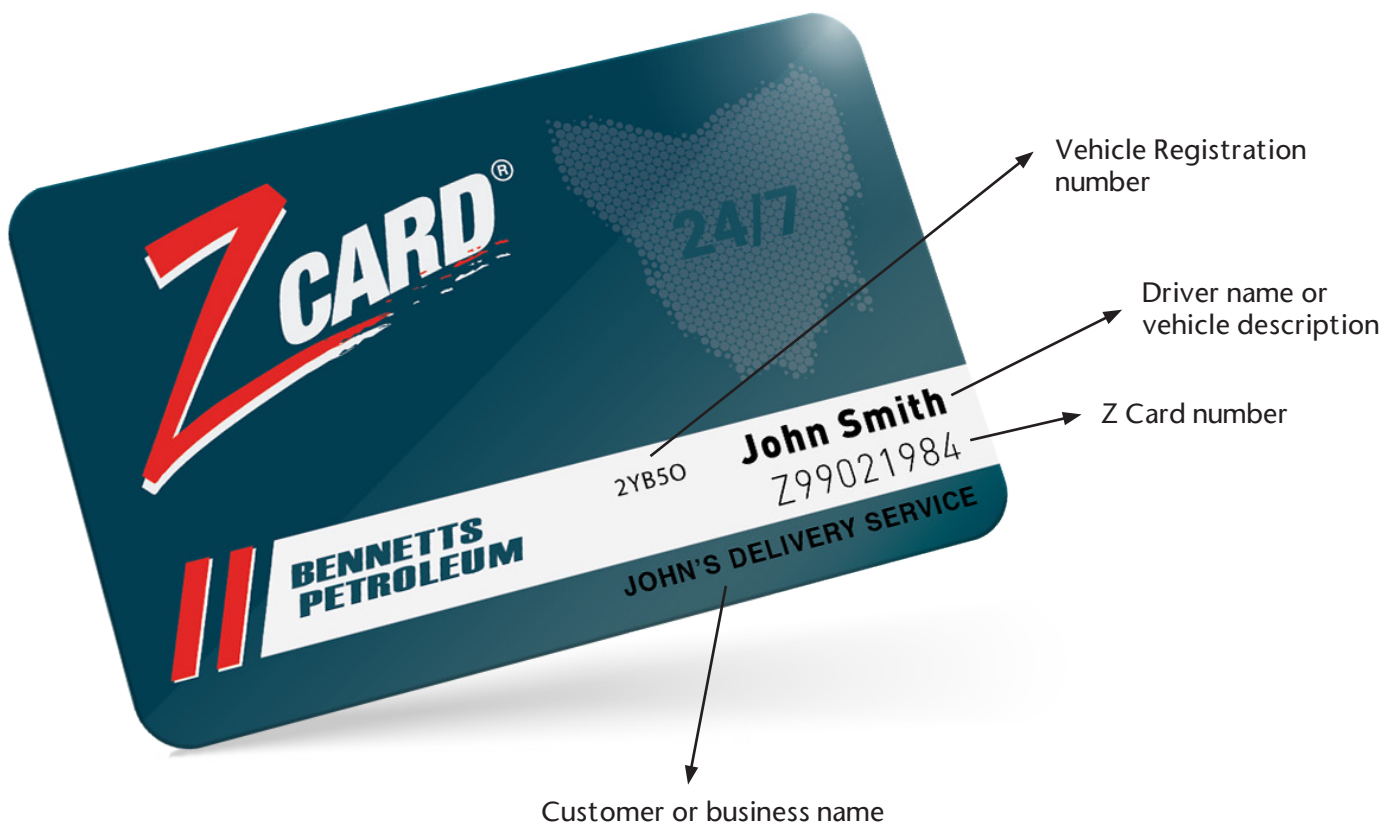
Signature

On day of 20



Z Card Example

This is what your Z Card could look like. Please note only the customer or business name is required. The vehicle registration number, driver name and vehicle description are optional.



Customer's fuel card requirements

Customer's fuel card requirements

Note: Replacement Z Cards may incur a \$10 fee

Customer or business name (displayed on card):

CARDHOLDER 1

Driver name or vehicle description (optional) (displayed on card):

Vehicle registration (optional) (displayed on card):

Preferred pin (required) (4 digits):

Shop goods: Yes No

Odometer reading (required): Yes No

Fuel card options, tick ONE box only:

<input type="checkbox"/>	All fuels, AdBlue & Lubricants	91 ULP	95 ULP	98 ULP	Diesel	Premium Diesel	AdBlue	Lubricant
<input type="checkbox"/>	Diesels				Diesel	Premium Diesel		
<input type="checkbox"/>	Diesels incl. AdBlue & Lubricants				Diesel	Premium Diesel	AdBlue	Lubricant
<input type="checkbox"/>	91 Unleaded Petrol (ULP)	91 ULP						
<input type="checkbox"/>	91 Unleaded Petrol (ULP) & Diesels	91 ULP			Diesel	Premium Diesel		
<input type="checkbox"/>	Petrols	91 ULP	95 ULP	98 ULP				

CARDHOLDER 2

Driver name or vehicle description (optional) (displayed on card):

Vehicle registration (optional) (displayed on card):

Preferred pin (required) (4 digits):

Shop goods: Yes No

Odometer reading (required): Yes No

Fuel card options, tick ONE box only:

<input type="checkbox"/>	All fuels, AdBlue & Lubricants	91 ULP	95 ULP	98 ULP	Diesel	Premium Diesel	AdBlue	Lubricant
<input type="checkbox"/>	Diesels				Diesel	Premium Diesel		
<input type="checkbox"/>	Diesels incl. AdBlue & Lubricants				Diesel	Premium Diesel	AdBlue	Lubricant
<input type="checkbox"/>	91 Unleaded Petrol (ULP)	91 ULP						
<input type="checkbox"/>	91 Unleaded Petrol (ULP) & Diesels	91 ULP			Diesel	Premium Diesel		
<input type="checkbox"/>	Petrols	91 ULP	95 ULP	98 ULP				



Customer's fuel card requirements

Continued

CARDHOLDER 3								
Driver name or vehicle description (optional) (displayed on card):								
Vehicle registration (optional) (displayed on card):								
Preferred pin (required) (4 digits): <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								
Shop goods: Yes <input type="checkbox"/> No <input type="checkbox"/>					Odometer reading (required): Yes <input type="checkbox"/> No <input type="checkbox"/>			
Fuel card options, tick <u>ONE</u> box only:								
<input type="checkbox"/>	All fuels, AdBlue & Lubricants	91 ULP	95 ULP	98 ULP	Diesel	Premium Diesel	AdBlue	Lubricant
<input type="checkbox"/>	Diesels				Diesel	Premium Diesel		
<input type="checkbox"/>	Diesels incl. AdBlue & Lubricants				Diesel	Premium Diesel	AdBlue	Lubricant
<input type="checkbox"/>	91 Unleaded Petrol (ULP)	91 ULP						
<input type="checkbox"/>	91 Unleaded Petrol (ULP) & Diesels	91 ULP			Diesel	Premium Diesel		
<input type="checkbox"/>	Petrols	91 ULP	95 ULP	98 ULP				

CARDHOLDER 4								
Driver name or vehicle description (optional) (displayed on card):								
Vehicle registration (optional) (displayed on card):								
Preferred pin (required) (4 digits): <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>								
Shop goods: Yes <input type="checkbox"/> No <input type="checkbox"/>					Odometer reading (required): Yes <input type="checkbox"/> No <input type="checkbox"/>			
Fuel card options, tick <u>ONE</u> box only:								
<input type="checkbox"/>	All fuels, AdBlue & Lubricants	91 ULP	95 ULP	98 ULP	Diesel	Premium Diesel	AdBlue	Lubricant
<input type="checkbox"/>	Diesels				Diesel	Premium Diesel		
<input type="checkbox"/>	Diesels incl. AdBlue & Lubricants				Diesel	Premium Diesel	AdBlue	Lubricant
<input type="checkbox"/>	91 Unleaded Petrol (ULP)	91 ULP						
<input type="checkbox"/>	91 Unleaded Petrol (ULP) & Diesels	91 ULP			Diesel	Premium Diesel		
<input type="checkbox"/>	Petrols	91 ULP	95 ULP	98 ULP				

If you require additional cards please contact head office.

Email: cards@bennettpetrol.com.au, **Phone:** 03 (62) 428200

Terms and conditions of supply

1. Definitions and Interpretation

a. In this Agreement, unless the context otherwise requires, the following definitions have the following meanings:

"Agreement" means these Terms and Conditions and the Customer Particulars Form and includes all documents, schedules and annexures thereto;

"Authorised User" means any person authorised by the Customer to use the Card (whether that authorisation is express or implied) and each Authorised User is deemed to be an agent of the Customer;

"Bennett's Petroleum" means Bennett's Petroleum Supplies Pty Ltd ACN 009 508 285;

"Card" means the Z card(s) issued to the Customer by Bennett's Petroleum;

"Customer" means the purchaser or potential purchaser of Goods from Bennett's Petroleum as specified in the Customer Particulars Form;

"Customer Particulars Form" means the form completed and signed by the Customer forming part of this Agreement headed 'Section A', 'Section B', 'Section C', 'Section D' or 'Section E' (as applicable);

"Credit Limit" means the limit to which the Customer may purchase the Goods, as nominated by Bennett's Petroleum (if applicable) and communicated to the Customer and varied by Bennett's Petroleum from time to time;

"Delivery" means the physical supply of Goods to the Customer, whether directly to a vehicle at the point of sale, or to a site nominated by the Customer;

"Direct Debit Authority" means the direct debit authority forming part of this Agreement;

"Due Date" means:

- i. in respect of a Customer with a Reseller Account the day following the date of Delivery;
- ii. in respect of any other account, 7 days from the end of month by direct debit unless notified otherwise by Bennett's Petroleum;

"Force Majeure" means any event beyond the reasonable control of Bennett's Petroleum including riot, civil commotion, war, acts of terrorism, accident, shortened hours of labour, strikes, lockouts and other labour disputes, compliance with a government request, storm, fire, natural disasters, national emergencies, pandemic, epidemic, product shortage, or any discontinuance, whether total or partial, permanent or temporary, of any of Bennett's Petroleum or Bennett's Petroleum suppliers' sources of supply of crude petroleum or Foods or the means of delivery of any Foods or by any computer program or computer processor failure;

"Goods" means fuel, oil and any other goods or services supplied by Bennett's Petroleum to the Customer under the terms of this Agreement or any other relevant agreement or deed between Bennett's Petroleum and the Customer;

"GST" has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth);

"Guarantors" means the persons who guarantee the Customers obligations to Bennett's Petroleum in the document headed 'Deed of Guarantee and Indemnity' forming part of this Agreement;

"Insolvent" means;

- iii. when the Customer is unable to pay its debts when they fall due;
- iv. if the Customer is a company, it is insolvent under administration or insolvent (as defined by the Corporations Act 2001 (Cth));
- v. the Customer goes into provisional liquidation, administration, receivership, appointment of controller, compromise, arrangement, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors, bankruptcy or death;
- vi. it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any applicable law or dissolved; and
- vii. anything analogous or having a substantially similar effect to any of the events described above happens in connection with the Customer under the law of any applicable jurisdiction.

"Participating Site" means a premises nominated by Bennett's Petroleum from time to time as accepting Cards and which may vary or change for any reason without notice;

"Permitted Security Interest" means;

- viii. any security interest granted in favour of Bennett's Petroleum under any other agreements between the Customer and Bennett's Petroleum;
- ix. a lien arising by operation of law in the ordinary course of day-to-day trading and not securing financial accommodation, where the Customer duly pays the indebtedness secured by that lien other than indebtedness contested in good faith; and
- x. a charge or lien in favour of a Government agency by operation of law, unless there is a default in payment of money secured by that charge or lien;

"PIN" means the personal identification number attached to a Card;

"PPSA" means the Personal Property Securities Act 2009 (Cth) and any regulations made pursuant to the PPSA as amended from time to time;

"Price" means;

- xi. in respect of Goods supplied at a Participating Site, the price of the Goods as indicated at the point of sale; and
- xii. in respect of Goods delivered by Bennett's Petroleum to the Customer (where the Goods are bulk Goods), the price as notified by Bennett's Petroleum from time to time as being current at the time of supply,

together with all applicable charges, surcharges, fees as advised by Bennett's Petroleum from time to time or otherwise at the rate prevailing at the time the Goods are supplied;

Terms and conditions of supply

Continued

“Receiver” means a receiver or receiver and manager appointed by Bennett’s Petroleum and any person who derives a right directly or indirectly from any Receiver; and

“Reseller Account” means an account held by a Customer who has entered into a reseller arrangement or supply agreement with Bennett’s Petroleum.

- b. In interpreting this agreement
 - i. headings are for convenience only and do not affect interpretation;
 - ii. a word or expression indicating the singular includes the plural, and vice versa;
 - iii. examples are descriptive only and are not exhaustive;
 - iv. a reference to any thing includes a part of that thing;
 - v. includes or including means ‘includes without limitation’ and ‘including without limitation’ respectively and are not words of limitation;
 - vi. a reference to a person includes an individual, a firm, body corporate and unincorporated association or any authority;
 - vii. a reference to a party includes that party’s successor, executors and permitted assigns;
 - viii. a reference to a document includes that document as varied or replaced from time to time;
 - ix. the rule of construction does not disadvantage a party just because that party prepared the Agreement;
 - x. references to a ‘liability’ or ‘obligation’ includes a present, future, actual, prospective or contingent liability or obligation, it may be incurred alone or with any other person; and
 - xi. a reference to legislation includes all legislation amending, consolidating, re-enacting or replacing it.

2. Order, acceptance and supply

- a. Subject to (b), by signing this Agreement, the Customer accepts these terms and conditions as set out in this Agreement, which constitutes the entire agreement and binding between the Customer and Bennett’s Petroleum in connection with the application for an account, application for credit, and the sale, purchase and supply of Goods by Bennett’s Petroleum to the Customer (subject to the application of any other agreement entered in connection with the purchase and supply of the Goods including any reseller agreement and plant loan agreement).
- b. The Customer acknowledges that this Agreement shall only commence and be binding upon Bennett’s Petroleum if agreed and approved by Bennett’s Petroleum, such approval may be express, or implied by the delivery of Product to the Customer or the provision of Cards to the Customer.
- c. Without limiting (b) above, Bennett’s Petroleum shall approve this Agreement if the Customer has not provided complete information to Bennett’s Petroleum when completing the Customer Particulars Form or Bennett’s Petroleum is not content with any results of credit reporting investigations conducted in respect of the Customer.
- d. The Customer may initiate a purchase of Goods from Bennett’s Petroleum by:
 - i. presentation of a Card at any Participating Site; or
 - ii. in the case of bulk fuel/oil (if approved), by requesting a delivery by Bennett’s Petroleum in accordance with a Reseller Account.
- e. In the event a purchase of Goods is initiated in accordance with clause 2(b)(i), the Customer acknowledges the supply of Goods by Bennett’s Petroleum is subject to any Credit Limit set by Bennett’s Petroleum from time to time.
- f. All supplies made by Bennett’s Petroleum under this Agreement is subject to hours of business at Participating Sites and availability of the Goods.
- g. To the fullest extent permitted by law, Bennett’s Petroleum is not liable in respect of any loss, damage or cost whatsoever or however arising, under or in connection with this Agreement and, in respect of any liability which cannot be excluded, Bennett’s Petroleum’s liability will be fully discharged either (in Bennett’s Petroleum sole discretion) by either:
 - i. supplying the Goods; or
 - ii. supply equivalent products to the Goods.
- h. If Bennett’s Petroleum is subject to a Force Majeure event which prevents or delays the performance of this Agreement, Bennett’s Petroleum’s obligations are suspended for the duration of the event. Bennett’s Petroleum is not liable for any non-performance of or delay in performing its obligations in this Agreement if such delay or non-performance arises out of or is in connection with a Force Majeure event.
- i. Notwithstanding clause (b) upon the provision of this Agreement signed by the Customer to Bennett’s Petroleum, the Customer agreement clause 7 of this Agreement shall commence immediately and that Bennett’s Petroleum shall be entitled to exercise its rights in that clause notwithstanding the non-commencement of the balance of this Agreement (or termination of this Agreement).

3. Price

- a. The Price is subject to reasonable adjustment, at any time prior to supply to a Customer, at Bennett’s Petroleum’ sole discretion, without prior notice.
- b. The Price is in Australian currency.

Terms and conditions of supply

Continued

4. Payment

- a. The Customer agrees to pay the Price for all Goods supplied by Bennett's Petroleum.
- b. The Customer agrees to pay any other amounts which are owed by the Customer to Bennett's Petroleum under this Agreement.
- c. Payment of any invoice issued by Bennett's Petroleum must be made in full by the Due Date.
- d. Payment under clause 4(c) is a condition precedent to future supply of Goods under this Agreement.
- e. The Customer must do all things necessary to authorise and allow Bennett's Petroleum to direct debit the Customer's nominated account, in accordance with the Direct Debit Authority granted to Bennett's Petroleum. If Bennett's Petroleum are unable to direct debit amounts owing under this Agreement, Bennett's Petroleum may, in Bennett's Petroleum's sole discretion suspend or cancel the Cards and this Agreement.
- f. The Customer agrees:
 - i. to pay a surcharge when paying account facilities by credit card equal to "reasonable cost of providing a credit card transaction";
 - ii. to pay a monthly late payment fee of 2.50% on all overdue balances and that this late payment fee will be capitalised monthly;
 - iii. to pay all costs and expenses, including reasonable legal costs and costs incurred in collecting debt or referring the debt for collection, incurred in the management or recovery of an overdue amount from the Purchaser, or any Guarantor, under this Agreement; and
 - iv. to indemnify Bennett's Petroleum and keep it indemnified from all losses, costs, charges and expenses whatsoever that Bennett's Petroleum may suffer or incur by reason of a failure of the Customer to observe and perform the terms of this Agreement.
- g. Any payments tendered by the Customer to Bennett's Petroleum shall be applied as follows:
 - i. Firstly as reimbursement for any collection costs incurred by Bennett's Petroleum;
 - ii. secondly in payment of any interest charged to the Customer; and
 - iii. thirdly in satisfaction or part satisfaction of the oldest portion of the Customer's account.
- h. Payments will not be treated as being received until their value is credited to Bennett's Petroleum.
- i. All payments must be made by the Customer in Australian currency and in full without set-off or counterclaim.

5. Credit and credit limit

- a. The granting of any credit by Bennett's Petroleum to the Customer is at Bennett's Petroleum's absolute discretion.
- b. Bennett's Petroleum may, at any time and from time to time, in its absolute discretion;
 - i. set or impose a Credit Limit on the Customer;
 - ii. determine or vary the terms on which credit will be granted; and
 - iii. withdraw any credit granted to the Customer.
- c. Bennett's Petroleum may impose, remove, increase or decrease the Credit Limit from time to time by notice to the Customer.
- d. The Customer is responsible for monitoring the purchase of Goods and use of Cards to ensure that the Credit Limit is not exceeded.
- e. Any amount incurred in excess of the Credit Limit is immediately payable to Bennett's Petroleum as a debt due and owing.
- f. Bennett's Petroleum reserves the right to suspend the Cards and provision of further credit under this Agreement, without notice, until such time as any excess over the Credit Limit is paid.
- g. Without limiting Bennett's Petroleum other rights in this Agreement, Bennett's Petroleum may charge a fee on each occasion the Credit Limit is exceeded in Bennett's Petroleum sole discretion.

6. Cards

- a. The Customer declares that each Card will be used by the Customer for business purposes and the Customer acknowledges that Bennett's Petroleum is providing the Cards on that basis. The Customer further declares that all information set out in this Agreement and the documents forming part of this Agreement is true and correct in all respects and not, whether by omission, or otherwise, misleading and that the Customer has not withheld from Bennett's Petroleum any material fact that might affect Bennett's Petroleum providing credit or Cards to the Customer.
- b. The Customer is solely responsible for the use of Cards, including by a third party. The Customer is liable for any authorised use whatsoever of any Card.
- c. The Customer agrees that:
 - i. production of a Card and entry of the PIN will be accepted by Bennett's Petroleum as authorisation of the use of that Card by the Customer for the purchase of Goods; and
 - ii. the Customer is responsible for the payment of all Goods purchased using the Card and PIN, even where a transaction whether alone or in aggregate exceeds the Credit Limit imposed by Bennett's Petroleum.
- d. In the event of the loss or theft of a Card the Customer must immediately notify Bennett's Petroleum in writing of the loss or theft of the Card by email to cards@bennettspetrol.com.au.
- e. The Customer is responsible for payment of all Goods purchased using the Card for a period of 24 hours, from the next working day following notification to Bennett's Petroleum of the loss or theft of the Card under clause 6(d).

Terms and conditions of supply

Continued

- f. The Customer acknowledges that the Cards remain the property of Bennett's Petroleum. Risk and responsibility in the Card shall pass to the Customer at the time the Card is issued.
- g. The Customer must ensure that Authorised Users have read, understood and comply with this Agreement and acknowledges that if a Card is used to purchase Goods the Customer is deemed to have purchased the Goods from Bennett's Petroleum.
- h. The security of the Card and the PIN are very important as their use by any person identifies them as a Customer to Bennett's Petroleum. Customers must take care to ensure that Cards are not misused, lost or stolen and that the PIN does not become known to any unauthorised person.
- i. To protect the Card the Customer must:
 - i. monitor the use of the Card and ensure the Card is stored in a safe place;
 - ii. not permit any unauthorised person to use the Card;
 - iii. keep the PIN safe and not tell or give the PIN to any unauthorised person;
 - iv. prevent any unauthorised person from discovering the PIN; and
 - v. not keep or record the PIN with or on the Card.
- j. Bennett's Petroleum may charge a fee for issuing and replacing Cards, in Bennett's Petroleum's sole discretion, those fees may change from time to time without notice to the Customer.
- k. Bennett's Petroleum may refuse to supply the Goods in situations where:
 - i. a Card is produced that is cancelled, damaged or invalid;
 - ii. an incorrect PIN is entered one or more times;
 - iii. the vehicle registration number does not match the details associated with the Card,however, if Bennett's Petroleum supplies Goods notwithstanding the occurrence of one or more of the events specified above, Bennett's Petroleum shall have no liability whatsoever to the Customer, the Customer will be liable for all transaction that occurred using that Card and the rights of Bennett's Petroleum under this Agreement shall not be affected.
- l. Bennett's and the Customer acknowledge and agree that the Customer may provide authority to Authorised Users to use a Card in accordance with this clause 6, however such Authorised Users are deemed to be the Customer for the purposes of this Agreement and any action or omission of an Authorised User, including one which is in default of the obligations in this Agreement, shall be deemed as an action or omission of the Customer.

7. Credit assessment –Privacy Act authorised

- a. Bennett's Petroleum may disclose certain information referred to in paragraph (d) below about the Customer to a credit reporting body (CRB) when:
 - i. assessing the Customer's application for credit; and
 - ii. managing the Customer's account with Bennett's Petroleum.The Customer authorises Bennett's Petroleum to disclose such information to a CRB for these purposes.
- b. Subject to Bennett's Petroleum obligations under the Privacy Act 1988 (Privacy Act) and other applicable laws, Bennett's Petroleum may give the information referred to in (c) below to a CRB to:
 - i. obtain a consumer credit report about the Customer; or
 - ii. allow the CRB to create or maintain a credit information file about the Customer.
- c. The Customer agrees that Bennett's Petroleum may disclose a credit report about it to any CRB, debt collecting agency or Bennett's Petroleum insurers for the purposes of assessing the Customer's creditworthiness or to collect any overdue payments (as the case may be).
- d. Bennett's Petroleum may, in its sole discretion, disclose the following information relating to the Customer in accordance with this paragraph:
 - i. the name and address of the Customer and its directors and proprietors;
 - ii. credit limits on the Customer's accounts;
 - iii. the amount of any payments which are overdue;
 - iv. where an overdue payment has been previously reported, advise that the payment is no longer overdue;
 - v. cheques or credit card payments which have been dishonoured; and information that Bennett's Petroleum has ceased to supply Goods to the Customer.
- e. The Customer agrees that Bennett's Petroleum may obtain information about the Customer from any CRB for the purposes of assessing the Customer's application to purchase the Goods on credit and collecting any overdue amounts.
- f. Bennett's Petroleum may refuse to supply the Goods to the Customer on credit on the basis of Bennett's Petroleum credit assessment of the Customer.

Terms and conditions of supply

Continued

8. Terms of agreement

- a. The parties acknowledge that this agreement shall continue to have effect until it is terminated in writing by the Customer or Bennett's Petroleum on no less than 7 days' written notice.
- b. Termination of this agreement will have no effect on any pre-existing rights or obligations of either party, including any obligation to pay monies owing.
- c. Without prejudice to Bennett's Petroleum's other rights under this Agreement, Bennett's Petroleum may immediately terminate this Agreement by written notice to the Customer if;
 - i. the Customer breaches this Agreement;
 - ii. the Customer breaches any other agreement or deed entered into by the Customer with or at the request of Bennett's Petroleum;
 - iii. another agreement or deed entered into by the Customer with or at the request of Bennett's Petroleum is terminated for any reason;
 - iv. the Customer is a corporation and is placed into external administration or liquidation;
 - v. the Customer becomes bankrupt;
 - vi. the Customer, in the opinion of Bennett's Petroleum, is unable to pay its debts when due;
 - vii. an event of Force Majeure continues for 21 days or more; or
 - viii. the Customer sells, transfers or disposes of its business in Bennett's Petroleum's reasonable opinion, or ownership or control in the Customer changes substantially.
- d. If this Agreement is terminated, the Cards will be immediately cancelled and the Customer must pay all outstanding amounts owing including interest and recovery costs arising under this Agreement.

9. Security – Charge

In order to better secure to Bennett's Petroleum all moneys payable or to become payable pursuant to this Agreement, the Customer hereby:

- a. charges in favour of Bennett's Petroleum any and all right, title, estates or interest which the Customer has or may hereinafter acquire from time to time in any freehold or leasehold property (collectively referred to as the 'Customer's Property') to secure the payment of all such moneys payable or to become payable by the Customer under this Agreement;
- b. acknowledges that the charge granted by the Customer in this clause gives rise to a caveatable interest and permits Bennett's Petroleum to lodge and maintain caveat against the title to the Customer's Property and undertakes not to challenge any caveat so lodged;
- c. agrees to do everything reasonably necessary to give effect to this Agreement and the transactions contemplated by it and to use all reasonable endeavours to cause relevant third parties to do likewise;
- d. agrees to effect and maintain insurance over and in relation to the Customer's Property for amounts against risks;
- e. agrees that Bennett's Petroleum may exercise all rights conferred by the laws of Tasmania upon chargees upon the failure of the Customer to pay any amounts owing under this Agreement or if the Customer fails to comply with any other obligations under this Agreement;
- f. agrees if Bennett's Petroleum becomes entitled to sell or otherwise dispose of the Customer's Property any sale or disposal may;
 - i. be by private treaty, auction, tender or otherwise;
 - ii. for cash or with the deferral of whole or part of the purchase price (without or without interest or security);
 - iii. in one lot or in separate parcels;
 - iv. in conjunction with the sale or disposal in relation to any other property by another person, with full power to apportion costs, expenses, purchase money, rent, fees and other proceeds; and
 - v. upon terms and conditions that Bennett's Petroleum determines, whether or not Bennett's Petroleum has taken possession.
- g. Upon default under this Agreement, Bennett's Petroleum may, without limiting Bennett's Petroleum rights at law;
 - i. enter, take possession of, take control of and get in the Customer's Property;
 - ii. receive rents and profits derived from the Customer's Property;
 - iii. insure, maintain, improve and protect the Customer's Property; and
 - iv. lease, licence or hire out the Customer's Property.
- h. The Customer must not, without the prior written consent of Bennett's Petroleum, transfer or otherwise dispose of the Customer's Property or cause or permit any person to acquire any interest in the Customer's Property.
- i. The Customer must promptly execute all documents and do all things which Bennett's Petroleum require from time to time reasonably required to;
 - i. further or more effectively or perfectly charge, mortgage, assure or secure the Customer's Property to Bennett's Petroleum in a manner not inconsistent with this Agreement or any collateral security;
 - ii. enable or assist the exercise of any right granted to Bennett's Petroleum under this Agreement or otherwise conferred on Bennett's Petroleum.

Terms and conditions of supply

Continued

- j. The Customer appoints Bennett's Petroleum as its attorney with the right at any time to;
 - i. comply with the obligations of the Customer under this Agreement (including this clause and clause 10);
 - ii. do everything which in Bennett's Petroleum's reasonable opinion (as attorney) is necessary or expedient to enable the exercise of any right of Bennett's Petroleum (as chargee or secured party under clause 10) in relation to this Agreement; and
 - iii. appoint substitutes or otherwise delegate its powers.
- k. The Customer appoints Bennett's Petroleum as its attorney with the right after any event of default has occurred, to do everything that the Customer may lawfully authorise an agent to do in relation to this Agreement and the Customer's Property, including to do anything in relation to secured party under clause 10.

10. Security – PPSA

- a. For the purposes of this clause 10;
 - i. references to a section or chapter are references to the relevant section or chapter of the PPSA; and
 - ii. terms used and defined in the PPSA have the meaning given them in the PPSA.
- b. The Customer agrees and undertakes to do anything Bennett's Petroleum requires in connection with the registration of any security interest arising in favour of Bennett's Petroleum under a transaction contemplated by this Agreement, including to provide more efficient security over collateral for payment of any amounts owing or the performance of the Customer's obligations. Without limiting the generality of this clause, the Customer must execute and deliver any documents, instruments or statements, obtain all consents and do all other things reasonably required by Bennett's Petroleum to give effect to this clause 10 and to confirm and perfect Bennett's Petroleum's security interests.
- c. To better secure the performance of the Customer's obligations pursuant to this Agreement, the Customer hereby grants to Bennett's Petroleum;
 - i. a security interest in all its present and after-acquired PPSA property, including its PPSA retention of title property, property leased, bailed or consigned to the Borrower, and the proceeds of any such property and any accessions; and
 - ii. a fixed and floating charge over all its other property whatsoever and whensoever situated, including without limitation its land, fixtures, water rights and statutory licences to which the PPSA does not apply,as continuing security for the fulfilment of the obligations in this Agreement including without limitation the obligation in clause 4.
- d. In addition, the Customer agrees that a separate security interest exists in all Goods (and their proceeds) supplied by Bennett's Petroleum to the Customer and the relevant provisions of this clause 10 also apply to that security interest as a separate security interest.
- e. The Customer agrees and acknowledges that;
 - i. this Agreement constitutes a security agreement for the purposes of the PPSA;
 - ii. Bennett's Petroleum need not give the Customer a verification statement in connection with any security interest registered by Bennett's Petroleum which arises under a transaction contemplated by this Agreement; and
 - iii. Bennett's Petroleum has given value for Bennett's Petroleum security interest in the collateral, as created by this Agreement, including by its promises under any other document, deed or agreement between the Customer and Bennett's Petroleum and by providing or continuing to make available financial accommodation to the Customer by way of credit.
- f. The Customer agrees to contract out of and waives its rights under the following provisions of Chapter 4 of the PPSA:
 - i. to receive a notice of intention of removal of accession (section 95);
 - ii. to receive a notice that the Lender decides to enforce its security interest in accordance with land law (section 118);
 - iii. to receive notice on enforcement of security interests in liquid assets (section 120);
 - iv. to receive a notice of enforcement action against liquid assets (section 121(4));
 - v. to receive a notice to seize collateral (section 123);
 - vi. to receive notice on enforcement of security interests in liquid assets (section 125);
 - vii. to receive a notice of disposal of goods by the Lender purchasing the goods (section 129);
 - viii. to receive a notice to dispose of goods (section 130);
 - ix. to receive a statement of account following disposal of goods (section 132(2));
 - x. to receive a statement of account if no disposal of goods for each 6 month period (section 132(4));
 - xi. to right to retain goods (section 134(1));
 - xii. to receive notice of any proposal of the Lender to retain goods (section 135);
 - xiii. to redeem the goods (section 142); and
 - xiv. to reinstate the security agreement (section 143),
- g. where Bennett's Petroleum has rights in addition to those under Chapter 4 of the PPSA, those rights will continue to apply.
- h. To the extent that this Agreement creates a security interest in inventory of the Customer, the Customer is entitled to deal with inventory provided those dealings are in the ordinary course of business of the Customer.

Terms and conditions of supply

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- i. The security interests shall attach, in the case of:
- i. in respect of the security interest under clause 10(c), any of the Customer's present PPSA property, from the date of this Agreement or upon an act by which the security interest arises in accordance with section 19(2)(b)(ii) of the PPSA, whichever is earlier; a
 - ii. in respect of the security interest under clause 10(c) where the collateral is after-acquired PPSA property, from when the Borrower acquires rights in the PPSA property, or the power to transfer rights in the PPSA property, to the Lender in accordance with section 19(2)(a) of the PPSA; and
 - iii. in respect of the security interest under clause 10(d), from the date of delivery of the Goods,
- and nothing in this Agreement shall cause a security interest to attach at a later time than specified or be postponed under section 19(3) of the PPSA.
- j. The Customer must execute and deliver any documents, instruments or statements and do all other things reasonably required by the Lender to give effect to this clause 10 and to confirm and perfect Bennett's Petroleum's Security Interest.
- k. The Customer must not, without Bennett's Petroleum's prior written consent, do or agree to do, any of the following in respect of the collateral secured by this Agreement;
- i. sell, assign or otherwise dispose of the collateral;
 - ii. lease or license the collateral, or allow a surrender or variation of any lease or licence;
 - iii. give control of the collateral to another person other than the secured party;
 - iv. part with possession of the collateral (including any chattel paper) other than by giving possession to the secured party;
 - v. allow a set-off or combination of accounts;
 - vi. change the nature of the collateral;
 - vii. abandon, settle, compromise, or discontinue or become nonsuited in respect of any proceedings against any person (other than the secured party) in respect of any of the grantor's rights in connection with the collateral;
 - viii. exercise or waive any of the grantor's rights or release any person from its obligations in connection with the collateral;
 - ix. allow any personal property to become an accession to, or commingled with, any property that is not collateral;
 - x. move any collateral outside Australia; or
 - xi. deal in any other way with the collateral or any interest in it, or allow any interest in it to arise or be varied, other than a Permitted Security Interest,
- except for a disposal of inventory in the ordinary course of the Customer's business.
- l. The Customer authorises Bennett's Petroleum to;
- i. file any financing statements and financing change statements and other documents; and
 - ii. do all things which are necessary to perfect and maintain the Bennett's Petroleum various security interests, to protect and preserve the collateral and to realise Bennett's Petroleum's various security interests.
- m. The Customer must effect and maintain insurance over and in relation to any collateral secured by clause 10(c) of this Agreement with a reputable insurer for such amounts and against such risks which would be reasonable and commercial, pay insurance premiums when due, not make any of the insurances void or voidable, note Bennett's Petroleum as co-insured where legally permissible, give copies of insurance documents to Bennett's Petroleum on demand.
- n. Without limiting clause 10(f), if Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising out of this Agreement, the Customer and Bennett's Petroleum agree that each of the provisions of the PPSA which section 115 of the PPSA permits the parties to contract out of, other than sections 117, 118, 134(1) and 135 do not apply to the enforcement of that security interest.
- o. The Customer agrees to perfect and continuously maintain perfection of any security interest that itself forms part of the collateral (including perfecting as a purchase money security interest) and do everything necessary to ensure that a third party cannot acquire an interest in any collateral free of Bennett's Petroleum interest other than as a result of the Customer dealing with inventory in the ordinary course of its business.
- p. Any time the Customer makes a payment to Bennett's Petroleum, irrespective of whether the payment is made under or in connection with this Agreement or any other agreement between the Customer and Bennett's Petroleum, Bennett's Petroleum may apply that payment;
- i. first, to satisfy an obligation that is not secured;
 - ii. second, to satisfy an obligation that is secured, but not by a PMSI;
 - iii. third, to satisfy an obligation that is secured by a PMSI for that obligation and using proceeds from the sale of the collateral subject to that PMSI;
 - iv. fourth, to satisfy an obligation that is secured by a PMSI using funds or proceeds from any source,
- or, despite the above, any manner Bennett's Petroleum sees fit.
- q. If requested by Bennett's Petroleum, the Customer must ensure that the holder of any other security interest (other than a Permitted Security Interest) enters into a priority agreement regulating the priority between the security interest created under this Agreement and any other security interest in a form acceptable by Bennett's Petroleum.
- r. Upon the Customer's default under this Agreement or any other deed or agreement between the Customer and Bennett's Petroleum, including where the Customer becomes Insolvent, all security interests arising under this Agreement or any other deed or agreement becomes immediately enforceable. Bennett's Petroleum may, in the name of the Customer or otherwise, do anything the Customer could do in relation to the collateral, has all other rights conferred by law in relation to the collateral.

Terms and conditions of supply

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- s. In addition to any other rights under this Agreement, Bennett's Petroleum may appoint any one or more persons as Receiver to any part of the collateral secured under this Agreement, in addition to and without prejudice to any of its rights;
 - i. If the Customer requests Bennett's Petroleum to do so;
 - ii. if the Customer defaults under the terms of this Agreement; or
 - iii. if Bennett's Petroleum, in its sole discretion, believes that any collateral secured is at genuine risk of being seized or otherwise dealt with in a matter inconsistent with the terms of this Agreement.
- t. The Receiver will be the agent of Bennett's Petroleum who may delegate to the Receiver any rights under this Agreement and the rights capable of being conferred on Receivers by the PPSA.
- u. The Customer must not hinder or prevent Bennett's Petroleum from exercising its rights under this Agreement.
- v. At the request in writing at cost of the Customer, Bennett's Petroleum may in its discretion and on the terms it requires, execute a partial release of any of the collateral from the security interests created by clause 10(c) of this Agreement.
- w. At the request in writing and cost of the Customer, Bennett's Petroleum will release the collateral from the security interests created by clause 10(c) of this Agreement if the Customer's obligations in this Agreement, and any other agreement or deed between Bennett's Petroleum and the Customer are satisfied and in Bennett's Petroleum reasonable opinion;
 - i. There is no prospect that any monies or damages will become owing (whether actually or contingently) by the Customer to Bennett's Petroleum; and
 - ii. no payment of money by the Customer to Bennett's Petroleum is likely to be void, voidable or refundable under any applicable law (including any law relating to Insolvency).

11. Retention and passing of title

- a. Risk in the Goods passes to the Customer on Delivery.
- b. Title in the Goods purchased by the Customer passes to the Customer only when the Price for the all that is for the Goods has been paid in full.
- c. Until title in Goods passes to the Customer, Bennett's Petroleum authorises the Customer to sell the Goods as its fiduciary agent. The Customer must not represent to any third party that is in any way acting for Bennett's Petroleum or incur any liability or make any representation on behalf of Bennett's Petroleum and Bennett's Petroleum will not be bound by any contracts with third parties to which the Customer is a party. In the event of the Goods being disposed by the Customer under this clause any amount received by the Customer shall be set aside and held in trust by the Customer for Bennett's Petroleum pending payment of the purchase Price in full.
- d. Bennett's Petroleum reserves its rights to retake possession of and sell any Goods until all amounts owing to it by the Customer are paid in full.

12. Right of entry

The Customer irrevocably grants to Bennett's Petroleum the right to enter upon the Customer's property or premises where any supplied Goods are stored, without notice, and without being in any way liable to the Customer or to any third party, in: a) exercise any of its' rights under section 123 and/or 128 of the PPSA exercise of its rights under clause 10 and the Customer agrees to indemnify Bennett's Petroleum from any loss, claim or damage its suffers or are made by a third party as a result of Bennett's Petroleum exercising such right.

13. Health and safety

- a. The Customer agrees to minimise health, safety and environmental risks and to avoid adverse health, safety and environmental incidents whilst on a Participating Site.
- b. The Customer (including persons authorised by it) must comply with all reasonable directions of Bennett's Petroleum in relation to health, safety and environmental requirements.
- c. If the Customer fails to comply with such requirements or directions or otherwise endangers or threatens any Participating Site operator, property or operating of the Participating Site, Bennett's Petroleum has the right to refuse entry of the Customer.

14. Confidentiality

- a. Except as required by law, Bennett's Petroleum and the Customer agree to treat the terms of this Agreement as confidential.
- b. Bennett's Petroleum and the Customer acknowledge and agree the relevant provisions of clause 11 constitutes a confidentiality agreement pursuant to Section 275(6) of the PPSA.
- c. Neither Bennett's Petroleum or the Customer will disclose, send or make available any of the information referred to in Section 275(1) of the PPSA to any person except as required by law.

15. Warranties

- a. The Customer acknowledges and agrees that:
 - i. Customer has satisfied itself that the Goods are suitable for the Customer's purposes; and
 - ii. Customer has not entered into this Agreement in reliance upon any warranty or representation given by Bennett's Petroleum in relation to the Goods.
- b. Except where non-excludable rights under Schedule 2 of the Competition and Consumer Act 2010 (Cth) (as amended) (Act) (or analogous legislation) (Consumer Guarantees) apply in relation to the supply of goods and services by Bennett's Petroleum (including, for the avoidance of doubt, the Goods) or as expressly set out in this Agreement, Bennett's Petroleum:

Terms and conditions of supply

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- i. excludes all representations and warranties, including as to merchantability and fitness for purpose, relating to the Goods and services supplied by Bennett's Petroleum or otherwise, whether expressed or implied by law, trade, custom or otherwise;
 - ii. excludes liability for any loss, damage, cost or expense incurred in respect of the goods or services supplied by Bennett's Petroleum as a result of any deficiency or fault in goods or services which are not provided by Bennett's Petroleum or Bennett's Petroleum officers, employees, agents or contractors; and
 - iii. otherwise limits its liability in respect of the goods and services supplied by Bennett's Petroleum, the delivery of those goods and services, and any guidelines or specifications or other material provided to the Customer in relation to those goods and services, whether in contract, tort (including negligence), statute or otherwise, to the cost of replacing the goods or resupplying the services (or the affected part of the goods or services, as the case may be),
 - iv. in the case of goods: the replacement of the goods or the supply of equivalent goods, or payment of the cost of replacing the goods or acquiring equivalent goods; and
 - v. in the case of services: supplying the services again, or payment of the cost of having the services supplied again, except where it is not fair or reasonable (as defined in the Act) to limit liability in respect of the Consumer Guarantees in this way.
- c. The Customer represents and warrants to Bennett's Petroleum that;
- i. if a corporation, it is incorporated in accordance with the law of its place of incorporation, validly exists under that law and has the capacity to sue in its own name, own and use its property, and carry on its business as it is being currently conducted;
 - ii. the obligations expressed to be assumed by in this Agreement or any other agreement or deed between the Customer and Bennett's Petroleum are legal, valid, binding and enforceable obligations subject to any general principles of law affecting creditors' rights and any necessary stamping and registration requirements;
 - iii. the unconditional execution and delivery of, and compliance with its obligations under this Agreement do not contravene:
 - A. any law binding on it or affecting it;
 - B. its constitutional documents;
 - C. any agreement or instrument to which it is a party; or
 - D. its obligation to any other person;
 - iv. it has capacity unconditionally to execute, deliver and comply with its obligations under this Agreement, and has taken all necessary action to authorise the unconditional execution and delivery of and the compliance with its obligations under this Agreement;
 - v. all authorisations necessary to enable it to unconditionally execute, deliver and comply with its obligations under this Agreement and carry on its business as currently conducted have been obtained, effected and complied with and are in full force and effect;
 - vi. unless a trust is specified in this Agreement, it has not entered into this Agreement and does not hold any of the property secured by clause 9 or 10 as trustee of any trust;
 - vii. it is not Insolvent and there are no reasonable grounds to suspect that it will become Insolvent; and
 - viii. the entry into this Deed is for its commercial benefit.
- d. If this Agreement commences, it does so on the basis that Bennett's Petroleum has relied on each of the warranties in clause 15(c).
- e. The representations and warranties in this Agreement are in addition to any other representations and warranties in any other document, agreement or deed between Bennett's Petroleum and the Customer.

16. Indemnity

- a. Without limiting any other provision of this Agreement, the Customer indemnifies and keeps indemnified Bennett's Petroleum against all losses, liabilities, damages, costs or expenses;
 - i. incurred by Bennett's Petroleum arising out of or in connection with a breach of the Customer of this Agreement;
 - ii. arising from any unauthorised transaction or fraud, including any unauthorised use of a Card.
- b. The indemnity in this clause is a continuing obligation and independent of the Customer's other obligations in this Agreement and continues after expiry or termination of this Agreement.

17. Variation

Bennett's Petroleum has the right to add to or vary these terms and conditions in this Agreement (including pricing and payment provisions) from time to time by notice in writing to the Customer. Acceptance of a delivery of Goods after service of such notice in writing is acknowledgment by the Customer of the variation of these terms and conditions for any subsequent supply.

18. No waiver

Unless expressed in writing to the Customer, failure or delay by Bennett's Petroleum in exercising any right, power or privilege available to it will not operate as a waiver thereof nor will the exercise by Bennett's Petroleum of any other right, power or privilege prevent it from exercising any other rights, powers or privileges available to it.

19. Execution

All persons signing on behalf of an entity warrant that he/she has authority to sign this Agreement on behalf of the company. In the case of partnership, all partners must sign. The Customer acknowledges reading and acceptance of the terms and conditions in this Agreement.

Terms and conditions of supply

Continued

20. Changes to information

The Customer must notify Bennett's Petroleum in writing of any change in the Customer's name, address, or other relevant details set out in the Customer Particulars Form. Bennett's Petroleum will not be responsible for any errors or losses associated with a change in the Customer's particulars if Bennett's Petroleum are not notified by the customer.

21. Electronic execution

- a. In this clause, "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this Agreement by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- b. Subject to (f), so long as electronically signed agreements are recognised as being enforceable by law in Tasmania at the time of signing this deed, the parties consent to this Agreement being signed by or on behalf of a party by an electronic signature.
- c. Where this Agreement is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- d. Subject to (f), each party consents to the exchange of counterparts of this agreement by delivery by email or such other electronic means as may be agreed in writing.
- e. Subject to (f), without limiting the operation of this clause, the parties acknowledge and agree that:
 - i. this Agreement may be electronically signed using the secure electronic signature technology system operated by DocuSign Inc (DocuSign); and
 - ii. this Agreement may be validly created by counterparts electronically signed by each party using DocuSign and shall together be deemed to constitute one and the same instrument.
- f. Notwithstanding anything to the contrary in this clause, Bennett's Petroleum may give notice to the Customer that Bennett's Petroleum requires physical documentation to be provided and for this Agreement (or any part of it) to be executed with wet ink signatures and provided in original format.

22. Notices

- a. Notices or demands required under this Agreement may be delivered by Bennett's Petroleum to the Customer;
 - i. in person to the Site; or
 - ii. by mail to the Customer's address set out in the Customer Particulars Form; or
 - iii. by email to the Customer's email address set out in the Customer Particulars Form, or any other email address which is used and acknowledged by the Customer.
- b. Notices under this Agreement may be delivered by the Customer to Bennett's Petroleum;
 - i. in person to the business address of Bennett's Petroleum from time to time;
 - ii. by mail to the business of Bennett's Petroleum from time to time;
 - iii. by email to Bennett's Petroleum's email address set out in this Agreement, or any other email address which is consistently used and acknowledged by Bennett's Petroleum in communication with the Customer.
- c. Subject to clause (d), a notice or demand served under this Agreement will be deemed to have been served;
 - i. in the case of delivery in person, when delivered;
 - ii. in the case of delivery by mail, 3 Business Days after the date of posting;
 - iii. in the case of delivery by email, when it is capable of being received by the recipient email account without receiving an automated unsuccessfully sent report or delayed sent report from the sender's email server.
- d. Any notice delivered or received on a day that is not a Business Day or after 4pm on a Business Day is taken to have been received at 9am on the following Business Day.
- e. The Customer may vary their notice details from those set out in the Customer Particulars Form from time to time by written notice Bennett's Petroleum.
- f. This clause does not limit the way in which a notice, communication or demand may be served in accordance with a method, procedure or requirement permitted by any applicable law.

23. GST

- a. Amounts set out in this Agreement are exclusive of GST unless otherwise specified.
- b. If any supply made under this Agreement is a taxable supply, Bennett's Petroleum may in addition to the amount payable for the supply, recover an additional amount on account of GST.
- c. Payment of GST must be made at the same time as the payment for the taxable supply in accordance with the terms of this Agreement.

24. Miscellaneous

- a. This Agreement is governed by the laws of Tasmania and the parties irrevocably submit to the jurisdiction of the Courts of Tasmania.
- b. The rights and benefits of the Customer are personal and may not be assigned or transferred in any way.
- c. Time is of the essence in respect of the Customer's performance of its obligations under this Agreement.
- d. If a provision of this Agreement is prohibited by law or is unenforceable in whole or in part is only ineffective to the extent it is prohibited or unenforceable and does not invalidate any other provision.

Bennett's Petroleum Supplies Pty Ltd

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