



FORM 2 TERMS AND CONDITIONS

Acceptance

1. Central State Fuels (the Distributor) may accept this application by notice to you in writing, or by extending credit. Upon acceptance, the following Terms and Conditions apply.

Credit Limit

2. The credit limit is the amount notified to you from time to time by the Distributor. Any credit provided in excess of the current limit shall be repayable on demand and your obligations are not changed if the limit is exceeded.

Provision of Credit

3. You or anyone authorized by you, or who represents themselves to be authorized by you to use the account, may obtain goods or services on credit up to the amount of the credit limit from the Distributor or its authorized agents. The Distributor reserves the right not to supply certain goods or classes of goods on credit and may (in its discretion) suspend the provision of further credit while you are in default or if the credit sought exceeds the current credit limit or if you fail to comply with any request made pursuant to these Terms and Conditions.

Charges

4. The distributor reserves the right to impose a 2% surcharge on credit card transactions; a fee of \$5 (GST inc) per replacement card; a payment dishonor fee of \$25 (GST inc).
5. The distributor reserves the right to impose a surcharge on any credit transaction at any site other than a Central State Fuels site.
6. You agree to pay all Government charges or duties of any kind incurred in or in connection with the provision of credit by the Distributor including without limitation all stamp duties, GST, financial institution duties, and any other charges or duties of a like kind.
7. An interest charge not exceeding 18% per annum may apply to amounts not paid by the due date in accordance with Clause 9. Interest charges shall accrue daily on the outstanding balance and shall compound monthly. You agree to pay any enforcement expenses incurred by the Distributor in enforcing its rights under this Agreement including without limitation any charges relation to dishonored cheques and any fees paid to the Distributor's solicitors (on a solicitor and own client basis), or collection agents in connection with recovery of any monies owing to the Distributor.

Payment

8. You agree to pay the amount included on any invoice or statement for goods or services supplied by the Distributor plus any additional fees and charges applicable thereto. Any person who signs the Application form as an Applicant shall be jointly and severally liable to pay all such amounts.
9. The due date for payment of the total amount owed to the Distributor in respect of goods or services supplied and included in any statement or invoice delivered or sent to you is the 21st day of the month following supply. You are in default in payment in full is not received by the Distributor by that time.
10. Payment options:
To the address shown on the monthly statement
 - By Direct Debit (see Appendix A/Form 3 Direct Debit Request.)
 - EFTPOS
 - Direct Deposit (customer account number to be provided as a reference for identification, in addition to a remittance faxed to (07 4972 6110).
11. Payments received by the Distributor shall be applied first in payment of any interest charges, second in payment of any enforcement expenses, third in payment of any Government charges or duties, and fourth in payment for goods and services supplied.

Termination

12. Either party may terminate the credit arrangements at any time by notice to the other in writing. Upon termination, all amounts owing will become due and payable immediately.

Variation

13. These Terms and Conditions may be varied, added to or amended by the Distributor at any time by notice to you in writing and the revised Terms and Conditions will take effect 7 days after notice is forwarded to your last notified address unless you terminate this credit arrangement in the meantime.

Direct Debit Authority

14. The Distributor may require the completion of a direct debit authority (see Appendix A/Form 3 Direct Debit Request).

Account Keeping Fee

15. The Distributor may impose an account keeping fee on any account in its absolute discretion.
16. The Distributor can incur substantial expense when asked to supply originals or copies of its records. You agree that the Distributor can charge \$20.00 per hour for time spent locating, copying and supplying originals or copies of its records. A certificate by the Distributor will be prima facie evidence of such cost.

Waiver

17. No waiver or indulgence by the Distributor will be a waiver of the distributor's right with respect to any breach or recurring breach.

Time of the Essence

18. Time will be of the essence of the performance of your obligations hereunder.

Proper Law

19. This contract is governed by the laws of the State of Queensland and the applicant accepts the jurisdiction of the Courts of the State of Queensland.

Reservation of Goods

20. Where any goods have been supplied on credit, title to the goods will remain with the Distributor until it has received payment in full for the goods. Risk will pass onto you upon delivery. The Distributor or its employees or agents may enter any premises where the goods are located for the purpose of taking possession of those goods at any time after the due date for payment has passed and the goods have not been paid in full.

Liability for Delivery

21. The Distributor will not be liable for any failure to deliver or delay in delivery.
22. If you do not notify the Distributor in writing within 14 days the Distributor will be deemed to have complied with your order in all respects.

Distributors Liability

23. To the fullest extent permitted by statute or otherwise the liability of the Distributor for any wrongful or negligent act or representation will be limited to a maximum of \$500.00.

Securities

24. To better secure the payment of all monies and as an essential condition of the provision of credit you and each Guarantor hereby charge all of your interest in real and personal property (whether acquired presently or in the future) with the amount of indebtedness owing by you to the Distributor from time to time. You and each Guarantor will immediately sign all documents which the Distributor reasonably requires to secure the amount of indebtedness including bills of mortgage, bills of sale and mortgage debentures. You and each Guarantor irrevocably appoint each director of the Distributor to be the duly constituted attorney to consent to the registration of caveats as the Distributor may wish to lodge against any of the real property of you and each Guarantor.
25. At the Distributor's request from time to time you must provide to the Distributor information in the form and for the period required by the Distributor in relation to your financial position including a balance sheet, Profit and Loss Statement and Cash Flow Statement and where you are a Corporation, information in relation to your Officers who have provided guarantees to the application.

Privacy Act

26. The personal information we collect in the Form is collected for the primary purpose of assessing your application of your acceptability as a Guarantor. The Distributor may supply or obtain any information from any credit reporting agency or other creditor pursuant to the terms of the Privacy Act 1988 (as amended). In accordance with the terms of the Privacy Act 1988 (as amended), the Distributor may seek information from, or exchange information with any credit providers or creditors for any purpose of or incidental to this application. At any time, you may gain access, upon request, to the information we hold about you subject to the Privacy Act 1988 (as amended). The distributor may also release information, where we are required by Law, or where the interests of the Distributor require disclosure.

Severability

27. In the event that any clause or part of a clause of the contract is void, invalid, illegal, unlawful or otherwise unenforceable, the clause or part of a clause is deemed to be severed from this contract and of no force or effect so that all other clauses and parts of clauses of the contract continue to remain in full force and effect..

Notices

1. Any demand notices or documents by one party to the other to be made or given under these conditions shall be sufficiently made or given in writing personally to the other party or his solicitor or if posted by prepaid registered post to the other party at his address shown herein or to the solicitor of the other party, which letter shall be deemed to have been received on the seventh (7th) day after the date posting of the same.