

Caltex

Credit Application



CALTEX

Application Form for a Credit Facility with Caltex Australia Petroleum Pty Ltd

Trading Entity's Name: A.C.N.
 Registered Business Name: A.B.N.
 For Sole Traders Drivers Licence Number D.O.B

Address: Postcode

Postal Address: Postcode

Telephone: () Facsimile: () Email Address:

Account Payable Personnel: Telephone ()
 Private Company Trust Company (Provide Trust Deed) Limited Company
 Partnership/Sole Trader Public Company Other Please Specify

Date Business Commenced: / / Ultimate Holding Company:

Nature of Business:

Please indicate your account requirements:

Bulk Fuel Supply	Estimated Monthly Purchases	\$ <input type="text"/>
Lubricants Supply	Estimated Monthly Purchases	\$ <input type="text"/>
Starcard	Estimated Monthly Purchases	\$ <input type="text"/>

Financial statements required for trading accounts over \$100,000. Additional security may also be required

Current Fuel Supplier:

Electronic Document Distribution – Receive your official Caltex documents in PDF format via email

Document Type	Recipient's Name	Recipient's Email Address	Telephone
1. Invoice	<input type="text"/>	<input type="text"/>	() <input type="text"/>
2. Statement	<input type="text"/>	<input type="text"/>	() <input type="text"/>
3. Direct Banking Report	<input type="text"/>	<input type="text"/>	() <input type="text"/>
4. Price Advice	<input type="text"/>	<input type="text"/>	() <input type="text"/>
5. Formal Price Change Advice	<input type="text"/>	<input type="text"/>	() <input type="text"/>

Please note that only options 1 & 2 are available for Card account details

Caltex Online Business Centre – Provides access to the following areas to relevant employees

Access Levels	Name	Role	Email Address	Telephone
1. Product Ordering	<input type="text"/>	<input type="text"/>	<input type="text"/>	() <input type="text"/>
2. Account Reconciliation	<input type="text"/>	<input type="text"/>	<input type="text"/>	() <input type="text"/>
3. Payment / Early Settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>	() <input type="text"/>

Directors' Statements of Affairs (Complete for all Directors/Partners/Trustees/Sole Trader, attach extra page if necessary)

Full Name <input type="text"/>	Full Name <input type="text"/>																																
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PRIVACY AGREEMENT

Caltex needs to collect Personal Information about the Applicant ("you"), for the purposes of your credit application. If Caltex cannot collect this information, it may be unable to process your application. Caltex respects your privacy and will only use or disclose personal information in accordance with the *Privacy Act 1988* (Cth). You can access your personal information in accordance with the *Privacy Act 1988*. To request access, ask a privacy-related question or get a copy of Caltex's Privacy Policy, please write to:
The Privacy Compliance Officer, Caltex Australia Petroleum Pty Ltd, Level 24, 2 Market Street SYDNEY, NSW 2000.

"Personal information" means information about you collected by Caltex in this Application form and from other sources, including information about you, your financial circumstances, credit worthiness, credit history, credit standing and credit capacity.

By submitting this Application, you agree that, subject to the *Privacy Act 1988*, Caltex may:

- disclose Personal Information to Caltex's associated entities or third parties engaged to provide services to Caltex;
- obtain credit reports about you from credit reporting agencies to assess your application for commercial credit or to collect overdue payments from you;
- obtain and verify Personal Information about you from a motor vehicle or land title registry or from a business that provides commercial credit worthiness information;
- provide to and exchange your Personal Information with any person whose name you give to Caltex in connection with your credit Application or facility;
- provide to and exchange your Personal Information with Caltex's collection agents if you default on your credit obligations;
- disclose your Personal Information to credit reporting agencies before, during or after providing credit to you. This includes, but is not limited to:
 - identity particulars - name, sex, address (and the previous two addresses), date of birth, employer and drivers licence number;
 - the fact that you have applied for credit and the credit limit/amount, and that Caltex is a credit provider to you;
 - advice about payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue or in collection);
 - advice that cheque(s) drawn by you which are more than \$100 has been dishonoured;
 - the fact that you have committed a serious credit infringement; and
 - the fact that credit provided to you has been discharged.
- exchange your Personal Information with another credit provider who is named in your Application or a credit report issued by a credit reporting agency or who proposes to provide credit to you or has provided credit to you. This is for purposes including but not limited to:
 - assessing your credit worthiness, this Application and any subsequent

- application by you for personal or commercial credit;
- assisting you to avoid defaulting in your credit obligations;
- assessing your position if you fall into arrears;
- notifying other credit providers of your default;
- exchanging information about your credit obligations with other credit providers; and
- administering your credit facility.

You also agree that, when, for the purposes of your credit Application, you provide Caltex with personal information about another person, you must, prior to providing such information, inform that person that:

- you intend to provide his/her personal information to Caltex for the purposes of your credit Application;
- without that information, Caltex may not be able to process your Application; and
- that person can access the information about him/her held by Caltex by writing to the Privacy Compliance Officer at the address above.

You also agree that Caltex may:

- use your Personal Information to send you marketing material and offers about products and services including products and services supplied by third parties. If you do not wish to receive this material, please write to Caltex's Privacy Compliance Officer at the address above;
- monitor and record your telephone conversations with Caltex's staff for training, recording and service quality control purposes; and
- provide Personal Information, as reasonably necessary, to a likely or actual buyer of the whole or part of Caltex's business.

APPLICANT'S ACKNOWLEDGEMENTS

The Applicant acknowledges that he/she/it has reviewed Caltex Standard Terms and Conditions prior to the signing of this Application.

The person(s) signing this Application warrants that he/she/they have read and fully understands Caltex Standard Terms and Conditions and that:

- (a) He/she/they have authority to sign on behalf of and to bind the Applicant;
- (b) The information provided on behalf of the Applicant and any signatory is true and correct in every detail;
- (c) He/she/they agree to provide such updated and regular financial and trading information as Caltex may require from time to time;
- (d) He/she/they will indemnify Caltex in respect to any claims or actions against it or losses suffered by it in connection with obtaining or providing information concerning the Applicant; and
- (e) He/she/they agree to the above conditions regarding the Caltex's use and disclosure of personal information.

SIGNATURES

Signed on behalf of the Applicant by (Please Tick)

- Directors**
- Others (e.g. Sole Traders / Partners)**
- Trustee**
- Authorised Officers**

PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED

Signature X _____
 Name _____
 Title _____
 Date ____/____/____

Signature X _____
 Name _____
 Title _____
 Date ____/____/____

Signature X _____
 Name _____
 Title _____
 Date ____/____/____

Signature X _____
 Name _____
 Title _____
 Date ____/____/____

THIS IS A LEGAL DOCUMENT. IF YOU ARE UNSURE OF ITS MEANING AND EFFECT THE COMPANY STRONGLY RECOMMENDS THAT YOU SEEK INDEPENDENT LEGAL AND OTHER APPROPRIATE ADVICE BEFORE YOU SIGN THIS DOCUMENT.

BY SIGNING THIS DOCUMENT, YOU WILL BECOME DIRECTLY, IMMEDIATELY AND PERSONALLY LIABLE FOR ALL DEBTS INCURRED BY THE CUSTOMER.

DEED OF GUARANTEE INDEMNITY AND CHARGE

TO: Caltex Australia Petroleum Pty. Ltd. A.B.N. 17 000 032 128

In consideration of Caltex doing any one or more of the following, at the request of the Guarantor, for the business purposes of the Customer:

- providing or continuing to provide Goods, or
- giving credit to the Customer, or
- not commencing or not continuing legal action against the Customer,

the Guarantor enters this Deed and agrees to perform his, her or its obligations under this Deed.

1. Definitions and Interpretations

1.1 Definitions

In this Deed, unless the context requires otherwise:

“Caltex” means Caltex Australia Petroleum Pty. Ltd. A.B.N. 17 000 032 128 and its associated and related companies and successors or assigns.

“Customer” means the person or company or other body set out in Item 1 of the Schedule.

“Deed” means this Deed of Guarantee, Indemnity and Charge.

“Goods” means all goods, produce, products, merchandise and services which have been supplied or which may be supplied in the future at the Customer's request on credit extended by Caltex to the Customer.

“Guarantor” means any person or company or other body set out in Item 2 of the Schedule or any other person signing or purporting to sign this Deed as Guarantor and that person's personal representative.

“Law” includes common law, principles of equity and any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

“Money” means all moneys which are now payable or which may become payable in the future (whether contingently or otherwise) by the Customer to Caltex for any reason, whether alone or jointly with another person. The term includes, without limitation, money owed by the Customer for the supply of Goods, all money Caltex pays or becomes liable to pay at the request of the Customer (including loans), amounts or obligations assigned to Caltex before or after the date of this Deed and all losses and expenses (including taxes, fees, charges, interest and legal costs on a full indemnity basis) arising directly or indirectly from any dealing or default by the Customer or by the Guarantor or otherwise incurred by Caltex in connection with entering, administering, enforcing or terminating this Deed.

“Personal Information” has the meaning given to it in the Privacy Act.

“Personal Information about the Guarantor” means Personal Information (if any) about the Guarantor collected by Caltex in connection with this Deed that includes but is not limited to information about the Guarantor's financial circumstances, credit worthiness, credit history, credit standing and credit capacity.

“Privacy Act” means the *Privacy Act 1988* (Cth).

“Property” means all property of the Guarantor, wherever situated, including without limitation all real and personal property, business and trading assets, stock, choses in action, goodwill and uncalled capital and called but unpaid capital from time to time.

1.2 Interpretation

In this Deed, “includes” and “including” are not words of limitation; the singular includes the plural and vice versa; a gender includes all genders; and “person” includes an individual, a body corporate, a partnership or any unincorporated association.

2. Guarantor Obligations

The Guarantor agrees:

- to unconditionally and irrevocably guarantee and be responsible for the due and punctual payment of the Money by the Customer, notwithstanding that at times there may be no Money owed by the Customer to Caltex or any Guarantor's obligations;
- to pay the Money to Caltex on demand without set-off, counterclaim or deduction;
- to waive any rights the Guarantor has of first requiring Caltex to enforce any other right or power against the Customer or to claim payment from the Customer or any other person before claiming from the Guarantor under this Deed;
- that Caltex may at any time in its discretion and without giving any notice to the Guarantor refuse to provide further Goods to the Customer;
- that where the Guarantor consists of more than one person, this Deed is enforceable against all persons signing as Guarantor together and against each Guarantor separately;
- that where the Guarantor has the right to prove in any insolvency administration of the Customer or another guarantor of the Customer's obligations or to claim an amount from the Customer or another guarantor of the Customer's obligations under a right of indemnity, the Guarantor may do so only with Caltex's consent and must hold any dividends received on trust for Caltex;
- that the Guarantor will provide Caltex with information concerning the Guarantor's financial position, business, assets and (where the Guarantor is a company) its shareholders and any person or entity related to or associated with the Guarantor as may be reasonably required by Caltex from time to time.

3. Guarantor Acknowledgements

The Guarantor acknowledges that:

- it has read and understood this Guarantee;
- Caltex has afforded it full and unrestricted opportunity to seek independent legal advice on the Guarantor's obligations under this Deed prior to signing this Deed and has strongly recommended that it obtain independent legal advice;
- it has not relied upon any representation made by Caltex or any of Caltex's servants or agents in agreeing to guarantee the obligations owed by the Customer to Caltex;
- it has made his own enquiries of the Customer regarding the Customer's past and prospective dealings with Caltex and is satisfied as to the extent of its obligations as Guarantor under this Deed;
- Caltex is under no obligation to notify it of any changes to Caltex's trading terms or dealings with the Customer, even if these changes increase the Guarantor's liability under this Deed;
- this Deed is a continuing guarantee to Caltex for the Money;
- Caltex is not obliged to make any demand of the Customer or claim on any other security before requesting payment of the Money by the Guarantor;
- Caltex's rights under this Deed are not affected by any act or omission by Caltex or by anything else that may affect those rights at Law or otherwise, including:
 - the variation or replacement of Caltex's agreement with the Customer;
 - arrangements Caltex makes with the Customer such as releases or time concessions;
 - the fact that Caltex releases, loses the benefit of, does not obtain or fails to register any security;
 - the fact that Caltex releases any other guarantor of the Customer's obligations;
 - the fact that the obligations of another guarantor of the Customer's obligations may be unenforceable or that another guarantor has failed to effectively guarantee the Customer's obligations;
 - any legal limitation, disability, incapacity or other fact (actual or asserted) relating to the Customer, the Guarantor or any other person (irrespective of whether Caltex had or should have had knowledge of that fact); and
 - any fact which could or might have the effect of prejudicing or discharging the Guarantor's liability under this Deed;
- this Deed is enforceable against each person signing as Guarantor even if any person proposed or contemplated to sign this Deed does not in fact do so;
- Caltex may at any time release or discharge any Guarantor from the Guarantor's obligations under this Deed or grant time to pay or other indulgence, accept a composition from or enter other arrangements with the Customer or any Guarantor, delay or make mistakes or omissions without affecting the liability of any other Guarantor under this Deed;
- any payment which is made by or on behalf of the Customer and which is later avoided by the application of any Law shall be deemed not to discharge the Customer's indebtedness and in such a case, the parties are restored to the position which each respectively would have had if the payment had not been made;
- the Guarantor's obligations under this Deed are valid and binding, that if the Guarantor is a corporation it benefits under this Deed, that the Guarantor is solvent and does not enter this Deed in the capacity of trustee of any trust or settlement; and
- the Guarantor will not be entitled to the discharge of any security which secures the Guarantor's obligations under this Deed until all Money has been paid to Caltex and the Guarantor has provided evidence to Caltex's reasonable satisfaction that no further Money will become owing.

4. Indemnity

- The Guarantor indemnifies Caltex against any and all losses and expenses of any nature (including stamp duty if any and legal costs on a full indemnity basis) which arise in any way out of Caltex's dealings with the Customer or the Guarantor, including losses and expenses incurred if the Customer or the Guarantor does not, is not obliged to or is unable to pay the Money to Caltex when due or in connection with any person exercising or not exercising rights under this Deed.
- It is not necessary for Caltex to incur expense before enforcing a right of indemnity under this Deed.
- The indemnity in clause 4(a) is a continuing obligation, independent of the Guarantor's other obligations under this Deed.

5. Charge

For the purpose of securing payment to Caltex of the Money, the Guarantor:

- agrees to deliver to Caltex, within seven (7) days of written demand, a mortgage in respect of any Property in a form acceptable to Caltex together with any documents required to obtain registration of the mortgage;
- charges to Caltex all its Property (wherever situated) to secure its obligations under this Deed and authorises and consents to Caltex lodging a caveat (in a form and subject to any conditions as Caltex sees fit) upon the title to the Property in Caltex's absolute discretion; and
- irrevocably appoints Caltex and persons nominated by Caltex separately as the attorney of the Guarantor with power to sign and lodge such caveat or other similar document to give effect to this Deed.

6. Miscellaneous Provisions

- If any provision of this Deed is or becomes void or unenforceable, it may be deleted from this Deed without any effect on the validity of the remainder of this Deed.
- A certificate signed by a Director, Secretary or other officer of Caltex shall be prima facie evidence of the amount of the Money owed by the Customer or Guarantor (or both) at that time.
- Each party agrees to promptly do all things reasonably necessary or desirable to give full effect to this Deed and the transactions contemplated by it, including obtaining consents and signing documents.
- Time is of the essence of this Deed.
- Caltex may assign or otherwise deal with its rights under this Deed in any way it considers appropriate in its absolute discretion.
- If any provision of this Deed is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed without affecting the validity or enforceability of the remaining provisions of this Deed.
- This Deed will be governed by the laws of the State or Territory where Caltex has its registered office or such other State or Territory as Caltex in its sole discretion determines. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State or Territory determined in accordance with this clause.

7. Privacy

- Caltex needs to collect Personal Information about the Guarantor for the purposes of this Deed. If Caltex cannot collect this information, it may be unable to process the credit application by the Customer. Caltex will only collect, use and disclose Personal Information about the Guarantor in accordance with the Privacy Act.
- The Guarantor can access Personal Information about the Guarantor held by Caltex in accordance with the Privacy Act. To request access, ask a privacy-related question or request a copy of Caltex's Privacy Policy

Statement, the Guarantor must write to the Privacy Compliance Officer, Caltex Australia Petroleum Pty Ltd, Level 24, 2 Market Street, SYDNEY, NSW 2000.

- (c) The Guarantor agrees that, subject to the Privacy Act, Caltex may:
- (i) disclose Personal Information about the Guarantor to Caltex's associated entities or third parties engaged to provide services to Caltex;
 - (ii) obtain credit reports about the Guarantor from credit reporting agencies to assess the Customer's application for commercial credit or to collect overdue payments from the Guarantor;
 - (iii) obtain and verify Personal Information about the Guarantor from a motor vehicle or land title registry or from a business that provides commercial credit worthiness information;
 - (iv) provide to and exchange Personal Information about the Guarantor with any person whose name the Guarantor provides to Caltex;
 - (v) provide to and exchange Personal Information about the Guarantor with Caltex's collection agents if the Guarantor defaults on its obligations under this Deed;
 - (vi) disclose Personal Information about the Guarantor to credit reporting agencies. This includes, but is not limited to:
 - (A) identity particulars - name, sex, address (and the previous two addresses), date of birth, employer and drivers licence number;
 - (B) the fact that the Guarantor is a guarantor under this Deed;
 - (C) advice about payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue);
 - (D) advice that a cheque(s) drawn by the Guarantor which is for an amount greater than \$100 has been dishonoured;
 - (E) the fact that the Guarantor has committed a serious credit infringement; and
 - (F) the fact that this Deed has been discharged;
 - (vii) exchange Personal Information about the Guarantor with another credit provider who is named in the credit application of the Customer or a credit report issued by a credit reporting agency or who provides credit to the Customer or who is a beneficiary of a guarantee by the Guarantor. This is for purposes including but not limited to:
 - (A) assessing the Guarantor's financial position in connection with giving the guarantee under this Deed;
 - (B) assisting the Guarantor to avoid defaulting in the Guarantor's obligations as guarantor;
 - (C) assessing the Guarantor's position if the Guarantor falls into arrears;
 - (D) notifying other credit providers of the Guarantor's default;
 - (E) exchanging information about the Guarantor's obligations as guarantor with other credit providers; and
 - (F) administering this Deed;
- (d) The Guarantor agrees that, when the Guarantor provides Caltex with Personal Information about another person, the Guarantor must, prior to providing such information, inform that person that:
- (i) the Guarantor intends to provide the person's Personal Information to Caltex for the purposes of this Deed;
 - (ii) without that information, Caltex may not be able to accept the execution of this Deed; and
 - (iii) that person can access the information about him/her held by Caltex by writing to the Privacy Compliance Officer at the address at clause 7(b);
- (e) The Guarantor agrees that Caltex may:
- (i) use Personal Information about the Guarantor to send the Guarantor marketing material and offers about products and services including products and services supplied by third parties. If the Guarantor does not wish to receive this material, the Guarantor must write to Caltex's Privacy Compliance Officer at the address in clause 7(b);
 - (ii) provide Personal Information about the Guarantor, as reasonably necessary, to a likely or actual buyer of the whole or part of Caltex's business.

8. SCHEDULE

Item 1: The Customer

Customer Name: _____ ABN: _____

Customer Address: _____

Item 2: The Guarantor(s)

Guarantor 1

Guarantor Name: _____ ABN: _____

Guarantor Address: _____

Guarantor 2

Guarantor Name: _____ ABN: _____

Guarantor Address: _____

Guarantor 3

Guarantor Name: _____ ABN: _____

Guarantor Address: _____

Guarantor 4

Guarantor Name: _____ ABN: _____

Guarantor Address: _____

SIGNED AS A DEED

(Guarantors MUST sign)

Signed by the **Guarantor 1**

in the presence of the witnesses:

Guarantor Signature _____ Witness Signature _____

Guarantor Name _____ Witness Name _____

Date: _____

Signed by the **Guarantor 2**

in the presence of the witnesses:

Guarantor Signature _____ Witness Signature _____

Guarantor Name _____ Witness Name _____

Date: _____

Signed by the **Guarantor 3**

in the presence of the witnesses:

Guarantor Signature _____ Witness Signature _____

Guarantor Name _____ Witness Name _____

Date: _____

Signed by the **Guarantor 4**

in the presence of the witnesses:

Guarantor Signature _____ Witness Signature _____

Guarantor Name _____ Witness Name _____

Date: _____

Direct Debit Request

Form of request for debiting amounts to accounts by the direct debit system

To: Caltex Australia Petroleum Pty. Ltd. (User Identification No. 001518)

Level 24, 2 Market Street,

SYDNEY, NSW, 2000

(referred to as "you")

Trading Account Number

Dear Sir/Madam,

I/We, [Full name(s) of customer(s)]

or [Name of company]

(ABN

) (ACN

Telephone contact

hereby authorise(s) and request(s) you, until further notice in writing, to debit from the account described in the schedule below, any amount which you may debit or charge me/us/it through the Direct Debit system administered by Australian Payments Clearing Association Limited.

Title of Account:

Name of Bank:

Address of Bank:

BSB Number:

Account Number:

The Schedule

* Before signing this document, please read the terms and conditions set out in the attached Direct Debit Service Agreement. Once this document is signed, the signatory is bound by those terms and conditions.

FOR INDIVIDUALS

SIGNED by:

at

Signature

Date

In the presence of

Witness Name

Witness Signature

Date

SIGNED by

at

Signature

Date

In the presence of

Witness Name

Witness Signature

Date

FOR COMPANIES

SIGNED for and on behalf of

at

by its authorised officer

Signature

Date

In the presence of

Witness Name

Witness Signature

Date

Direct Debit Service Agreement

This agreement ("Direct Debit Service Agreement") outlines the terms and conditions of the Direct Debit arrangements between you and us.

You agree to be bound by these terms and conditions upon your execution of the Direct Debit Request.

Direct Debit Arrangements

- (a) We will, in accordance with the terms of the Direct Debit Request and any other Existing Agreement, periodically debit the Nominated Account for the agreed amount(s).
- (b) The debits will occur daily, weekly, monthly or as agreed. The amount debited will vary according to the amount falling due. It will include any fees or charges agreed between us.
- (c) You will receive billing advices through the media you choose at the times you request. We will send you media summarising your transactions and charges for the billing period.
- (d) If any drawing falls due on a non-business day, it will be debited to the Nominated Account:
 - (i) where the scheduled drawing date and the next business day fall in different months, on the previous business day preceding the scheduled drawing date ; and
 - (ii) in all other cases, on the next business day following the scheduled drawing date.

Note: If you are uncertain as to when a drawing will be processed to the Nominated Account, you should check with your financial institution.

Changes to the Direct Debit Arrangements

- (a) If you wish to make any Change to the Direct Debit Arrangements please call our enquiries number which is listed on the invoices and/or statements of account we issue to you. You may also contact your financial institution to make a Change.
- (b) For the purpose of this clause, a "Change" means any of the following:
 - (i) deferment of a drawing;
 - (ii) alteration of the Direct Debit Arrangements;
 - (iii) stopping an individual debit;
 - (iv) suspension of the Direct Debit Request; or
 - (v) cancellation of the Direct Debit Request completely.
- (c) Your right to make a Change to the Direct Debit Arrangements is subject to the terms of any Existing Agreement between you and us

Note: If you are our franchisee, reseller or customer, you may have entered into an Existing Agreement which requires you to pay us by direct debit. Accordingly, if you make a Change to the Direct Debit Arrangement (eg. stop a debit or cancel your Direct Debit Request), you may be in breach of your Existing Agreement with us, and we may pursue any remedy we have against you under that Existing Agreement. Accordingly, we urge you to check the terms of all Existing Agreements before requesting any Change to the Direct Debit Arrangements.

Your Obligations

- (a) You must ensure that:
 - (i) before completing the Direct Debit Request, you check the account details of your Nominated Account against a recent statement from your financial institution (and if you are still uncertain that you check those details with your financial institution);
 - (ii) the Nominated Account can accept direct debits (your financial institution can confirm this); and
 - (iii) the Nominated Account has sufficient clear funds on the drawing date to allow payment to be made in accordance with the Direct Debit Request and any other Existing Agreement between you and us.
- (b) You must advise us immediately if the Nominated Account is transferred or closed.
- (c) If any drawing is returned or dishonored by your financial institution, we may, at our discretion, reprocess the transaction following receipt

of the notification of return or dishonor, or request an alternative form of payment (eg. financial institution cheque) from you. You must reimburse us for any transaction fees or other charges payable or paid by us in respect of the above. In addition, we may pursue any remedy we have against you under any Existing Agreement between you and us.

Enquiries and claims

- (a) If you have any queries regarding the Direct Debit Arrangements, please direct them to us in the first instance by calling the enquiries number listed on the invoices and/or statements of account we issue to you.
- (b) All queries must be made at least three working days prior to the next scheduled drawing date.
- (c) If you believe that a drawing has been initiated incorrectly, please direct your claim to us in the first instance by calling the enquiries number listed on the invoices and/or statements of account we issue to you. In order to facilitate resolution of claims you must do this within 30 days of receiving your invoice or statement.
- (d) Our customer service representatives will discuss the merit of your claim and adjustments to your account will be made as we agree may be appropriate.
- (e) We may require you to state your claim in writing and provide supporting documents in order for us to properly assess your claim.
- (f) You may contact your financial institution to make a claim.

Privacy

We will keep all your personal customer information confidential in accordance with the requirements of the *Privacy Act 1988* and our privacy policy, except as follows:

- (a) we will provide the details of the Nominated Account to our financial institution, to facilitate the making of drawings to the Nominated Account; and
- (b) we may provide your personal information to third parties who provide financial, legal or administrative services to us, with such disclosure always on a confidential basis; and
- (c) our financial institution may require us to provide your personal information in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

Variations of Terms

We will give you at least 14 days' notice by telephone or writing (including e-mail) of any change to the terms of the Direct Debit Arrangements.

General

To the extent that there is any inconsistency between this agreement and the terms and conditions of any Existing Agreement between you and us, the latter will prevail.

This agreement is governed by the laws of the State in which the Direct Debit Request is executed. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that State.

Definitions

In this document, the following definitions apply unless otherwise specified:

- (a) "**Direct Debit Arrangements**" means the arrangements as specified in this agreement.
- (b) "**Direct Debit Request**" means the document entitled "Direct Debit Request" signed by you and addressed to us.
- (c) "**Existing Agreement**" means any other agreement entered into between you and us from time to time, including but not limited to agreements for the provision of credit, goods or services.
- (d) "**Nominated Account**" means the account identified in the Direct Debit Request as the account to be debited.
- (e) "**We**" or "**us**" means Caltex Australia Petroleum Pty. Ltd. A.B.N. 17 000 032 128.
- (f) "**You**" means the signatory to the Direct Debit Request and includes the Applicant for our account Credit Facility and/or Card Facility.

GENERAL TERMS AND CONDITIONS

These Standard Terms and Conditions apply to the StarCard Facility and Bulk Facility

1. Acceptance of Application

1.1 Caltex may accept or decline an Application (at its sole discretion) by a written notice to the Customer after the receipt of the correctly completed Application and all supporting information that may be requested.

1.2 If Caltex accepts an Application, Caltex agrees to provide the Customer with the StarCard Facility and/or Bulk Facility on these Standard Terms and Conditions.

1.3 In consideration of Caltex providing the Customer with the StarCard Facility and/or Bulk Facility, the Customer agrees to be bound by these Standard Terms and Conditions.

1.4 These Standard Terms and Conditions include the Application, the Direct Debit Service Agreement and the Deed of Guarantee Indemnity and Charge.

2. Term

2.1 These Standard Terms and Conditions commence when Caltex accepts the Customer's Application and continue until terminated in accordance with clause 9.

3. Credit Limit

3.1 The Customer must not exceed its Credit Limit.

3.2 Caltex may refuse to supply Products or Bulk Products or to process a Transaction for Services to the Customer/Cardholder in excess of the Customer's Credit Limit.

3.3 If a Transaction or a delivery of any Bulk Products at any time results in the Customer exceeding its Credit Limit ("Credit Limit Exceedance"), the Customer/Cardholder must:

(a) pay Caltex the amount of the Credit Limit Exceedance immediately in full; and

(b) if the Customer/Cardholder is not able to pay in accordance with sub-clause (a), immediately return any Products or Bulk Products which are capable of being returned in their original condition to Caltex or the Merchant.

4. Receipts

4.1 Caltex will issue the Customer with a sales voucher or a delivery docket at the time of the Transaction or delivery.

4.2 The Customer agrees that it is the Customer's/Cardholder's responsibility to ensure any sales voucher or delivery docket correctly records the type of the Product, Bulk Product or Service, quantity, price and other details of the purchase.

5. Payment

5.1 Caltex will issue a tax invoice to the Customer for all purchases made during the previous billing period and all fees, charges and moneys otherwise due and payable to Caltex.

5.2 The Customer must pay the full amount of the tax invoice by the "Due Date".

5.3 The payment will be effected by direct debit from the Customer's nominated bank account (unless a different payment method is agreed in advance in writing between the Customer and Caltex) in accordance with the direct debit form in the Application. The Customer agrees to be bound by the Direct Debit Service Agreement.

5.4 If the Due Date falls on a non-business day, the payment must be made:

(a) if the payment is effected by direct debit, on the first business day after the Due Date; and

(b) if the payment is effected by any other payment

method, on the business day preceding the Due Date.

5.5 The Customer must make all payments in full without deduction or set-off.

5.6 The Customer must notify Caltex of any dispute of any amount of an invoice within 30 days from the date of the receipt of the tax invoice. Unless the Customer disputes the amount within 30 days, the amount shall be taken to be accepted by the Customer, due and payable to Caltex and not open to dispute or challenge.

5.7 To the extent permitted by law, all money received by Caltex from the Customer will be applied in the manner and order determined by Caltex.

6. Default

6.1 The payment is made on the date when Caltex receives cleared funds into its nominated bank account.

6.2 The Customer is in default if the full payment of the tax invoice is not made by or on the Due Date or if the payment subsequently dishonours.

6.3 If the Customer is in default, in addition to any other right Caltex may have, Caltex may, at its discretion:

(a) charge the Customer interest on the overdue amount at a rate of the then current Westpac Banking Corporation overdraft rate plus 2% per annum from the Due Date until Caltex receives the payment in full; and/or

(b) immediately and without prior notice suspend the provision of either or both of the StarCard Facility and/or Bulk Facility to the Customer until the payment is made in full; and /or

(c) review and adjust the Customer's Credit Limit as Caltex considers appropriate; and/or

(d) terminate the provision of either or both of the StarCard Facility and/or Bulk Facility to the Customer immediately without prior notice.

6.4 Caltex will endeavour to notify the Customer prior to the suspension or termination of the StarCard and/or Bulk Facility if the Customer is in default, however, Caltex reserves the right to suspend or terminate the StarCard and /or Bulk Facility immediately and without prior notice if Caltex forms a view that its actions in that respect are justified in the circumstances.

6.5 If the Customer is in default, the Customer will be liable to Caltex for the following:

(a) the unpaid amount; and

(b) any new amount in respect of any purchases and/or fees incurred on the Account after the date of the latest tax invoice issued to the Customer ;

(c) any interest on the unpaid amount and any new amount charged to the Customer under clause 6.3(a);

(d) if direct debit or other payment method is dishonoured, the Dishonour Fee; and

(e) all costs and expenses, including full legal and administrative costs incurred by Caltex in attempting to enforce payment or otherwise incurred as a result of the default.

All such amounts are debt incurred by the Customer to Caltex and must be paid within 3 business days after the receipt of a tax invoice from Caltex. However, the Customer agrees that if a tax invoice has previously been issued for any amount (such as an invoice for the unpaid amount), such invoice does not need to be reissued under this clause and that amount becomes immediately due and payable on the date of default.

7. Security

7.1 For the purposes of securing payment of all

moneys due and payable to Caltex by the Customer arising from the use of the StarCard Facility and/or Bulk Facility, the Customer:

(a) agrees to deliver to Caltex, within 7 days of written demand, a mortgage in respect of the Customer's Property in a form acceptable to Caltex together with any documents required to obtain registration of the mortgage;

(b) charges to Caltex all its Property (wherever situated) to secure its obligations under this Deed and authorises and consents to Caltex lodging a caveat (in a form and subject to any conditions as Caltex sees fit) upon the title to the Property in Caltex's absolute discretion; and

(c) irrevocably appoints Caltex and persons nominated by Caltex separately as the attorney of the Customer with power to sign and lodge such caveat or other similar document to give effect to these provisions.

8. Risk

8.1 Risk in the Products and Bulk Products will pass to the Customer when the Products or Bulk Products have passed into the Customer's vehicle, tank or other storage equipment or when the Products or Bulk Products have been otherwise delivered and unloaded at the Customer's Site or when the convenience store goods have been taken out of the store.

9. Termination

9.1 Caltex may terminate these Standard Terms and Conditions immediately

by notice in writing to the Customer if:

(a) the Customer breaches any obligation under these Standard Terms and Conditions and fails to remedy the breach within 14 days after notice from Caltex to remedy the breach;

(b) the Customer breaches any obligation under these Standard Terms and Conditions and the breach cannot be remedied;

(c) the Customer goes into liquidation, receivership, administration, bankruptcy, enters an arrangement or compromise with its creditors, has any form of insolvency administrator appointed to it or to any of its property or cannot pay its debts when they are due or where the Customer is a partnership, one or more partners become a bankrupt or the partnership is dissolved;

(d) the Customer dies; or

(e) the Customer fails to purchase in any period any agreed minimum annual quantities of Products or Bulk Products.

9.2 Caltex may terminate these Standard Terms and Conditions immediately without prior notice if:

(a) the Customer is in default, in accordance with clause 6.3(d); or

(b) the Customer, in Caltex's reasonable opinion, represents credit risk to Caltex or may not be able to pay moneys owing or which may become owing by the Customer to Caltex as the payments become due.

9.3 Either party may terminate these Standard Terms and Conditions at any time by giving the other party 30 days written notice.

10. Effects of Termination

10.1 On termination of these Standard Terms and Conditions:

(a) without limiting in any way clause 6.5, all moneys owing to Caltex by the Customer immediately become due and payable without prejudice to any other right of Caltex;

GENERAL TERMS AND CONDITIONS

These Standard Terms and Conditions apply to the StarCard Facility and Bulk Facility

- (b) Caltex may take such action as it is entitled to take by law, and, for the purposes of the recovery of the Products or Bulk Products, enter any site where they are stored or where they are reasonably sought to be stored and take possession of them; and
- (c) any right accrued prior to the termination remains unaffected.

11. Limitation of Liability

11.1 Caltex will not, under any circumstances, be liable to the Customer, whether directly or indirectly for:

- (a) the act or omission of the Merchants, the provision of or the quality or standard of the Services provided by any Merchant;
- (b) any fault with any automatic or electronic facility used in connection with or to process the StarCard Facility;
- (c) any fault with any Card (including PIN);
- (d) any fault with the Customer's tanks, storage equipment, loading and unloading facilities, site or other delivery locations;
- (e) any third party claim arising out of supply of Products, Bulk Products or Services or the performance or non-performance of any obligations under these Standard Terms and Conditions.

11.2 Caltex will not be liable to the Customer for any indirect or consequential loss, economic loss and/or loss of profit, income, business, production, reputation or goodwill.

11.3 Any Caltex liability which may arise under these Standard Terms and Conditions is limited to the maximum extent permitted by law.

11.4 To the extent permitted by law, all express or implied warranties, conditions or representations relating to the Products or Bulk Products that are not contained in these Standard Terms and Conditions are excluded. If any non-excludable condition or warranty is implied into these Standard Terms and Conditions and such condition or warranty is breached, the liability of Caltex in respect of such breach will be limited to (at Caltex's option):

- (a) replacement of the defective Products or Bulk Products or the supply of equivalent products; or
- (b) payment of the cost of replacing the defective Products or Bulk Products or of acquiring equivalent products.

12. Indemnity

12.1 The Customer shall indemnify and hold Caltex harmless against any claim, liability, cost or expense arising directly or indirectly out of:

- (a) a breach by the Customer of any provision of these Standard Terms and Conditions;
- (b) storage, handling and dispensing of any Products or Bulk Products at the Customer's site or other premises;
- (c) misuse, whether innocent or wilful, by the Customer of any Card or the StarCard Facility or Bulk Facility.

13. GST

- (a) Subject as may otherwise be expressly stated, and subject to the provisions set out below, if any supply made under or in connection with these Standard Terms and Conditions by one party ('Supplier') to the other party ('Acquirer'), is subject to GST, the payment for that supply will be increased by an amount equal to the GST payable.
- (b) The Acquirer will not be obligated to make any payment for either the supply referred to in paragraph

- (a) or on account of the GST referred to in paragraph (a) until the Supplier has issued a tax invoice to the Acquirer for the supply to which the payment relates.
- (c) If a payment made by one party to the other party is a reimbursement or indemnification of a cost, expense, loss or liability incurred by that other party, the payment shall be reduced by an amount for which that party is entitled to an input tax credit.
- (d) Words or expressions used, which are defined in A New Tax System (Goods and Services Tax) Act 1999, have the same meaning.

14. Privacy Notice and Agreement

14.1 Privacy Agreement set out in the Application is expressly incorporated into these Standard Terms and Conditions.

15. Notices

15.1 StarCard Facility

Except as specified in clause 22.2, all notices must be in writing and must be delivered, mailed or sent by facsimile or e-mail:

- (a) to Caltex, using the Contact Details in clause 18; and
- (b) to the Customer, using the Customer's contact details as nominated in the Application or as otherwise advised by the Customer in writing.

15.2 Bulk Facility

All notices must be in writing and must be delivered, mailed or sent by facsimile:

- (a) to Caltex, using the Contact Details in clause 24; and
- (b) to the Customer, using the Customer's contact details as nominated in the Application or as otherwise advised by the Customer in writing.

15.3 The notice will be deemed served when, if delivered, on delivery; if sent by mail, two business days after the date on which the notice was posted; and if sent by facsimile, on confirmation of the successful transmission of all pages and, if sent by e-mail, on the receipt of the e-mail by the recipient's computer network.

16. Force Majeure

16.1 Caltex will not be responsible for failure or for any losses resulting out of the failure to supply or deliver any Products or Bulk Products caused by force majeure, including:

- (a) partial or total interruption of transport, fires, strikes, differences with workmen, armed conflict, interference of civil or military authority;
- (b) curtailment, failure or cessation of supplies of crude oil or any other products from Caltex's existing, future or contemplated sources of supply;
- (c) any breakdown of plant, machinery or equipment owned or operated by Caltex necessary for the production of Products or Bulk Products or any planned or unplanned shutdown of any refinery owned or operated by Caltex;
- (d) Court orders, Government policy or orders including price controls, levies, premiums or surcharges, requirement, request or allocation program;
- (e) embargoes or other import or export restrictions or any other causes that in the opinion of Caltex are beyond its control; or
- (f) anything falling under the general meaning of force majeure or the matters specified in this clause, that would in the reasonable opinion of Caltex make the performance of this Agreement uneconomic to Caltex.

16.2 If for any such cause Caltex is unable to supply any of the Product or Bulk Products its obligations under these Standard Terms and Conditions shall be deemed suspended for the period of inability. In the event of a shortage of such Products or Bulk Products Caltex may, without being deemed to be in breach of these Standard Terms and Conditions, ration or apportion its available supplies among such of its Customers as it may, in its absolute direction, deem desirable during the period or periods of shortage.

17. Miscellaneous

17.1 The Customer must notify Caltex in writing of any change in the Customer's contact details or other details within 2 business days of any such change.

17.2 Caltex may:

- (a) vary any material provision of these Standard Terms and Conditions at any time by giving not less than 30 days prior written notice; and
- (b) make minor variations to these Standard Terms and Conditions at any time without giving the Customer prior notice. Any new version of the varied Standard Terms and Conditions will be available on Caltex's public website for the Customer's information.

17.3 These Standard Terms and Conditions will be governed by the laws of the State or Territory where Caltex has its registered office or such other State or Territory as Caltex in its sole discretion determines.

17.4 These Standard Terms and Conditions constitute the entire agreement between the parties concerning the subject matter of the agreement and any previous agreement, understanding and negotiations on the subject matter are excluded.

17.5 Caltex may assign and/or subcontract its rights and obligations under these Standard Terms and Conditions without notice at any time.

17.6 The Customer may not assign or otherwise dispose of its rights and obligations under these Standard Terms and Conditions without prior written consent from Caltex.

17.7 Any waiver by Caltex of any rights under these Standard Terms and Conditions will not constitute a general waiver of those or other rights.

STARCARD FACILITY

These Standard Terms and Conditions apply to the StarCard Facility.

18. Contact Details

StarCard Support: 1300 365 096

StarCard Online: www.caltex.com.au

Address: GPO Box 3998 Sydney NSW 2001

Fax: (02) 9250 5797

E-mail: starcards@caltex.com.au

19. Purchases

19.1 Caltex agrees to provide the Customer with the StarCard Facility for the purposes of purchasing some or all of Products and Services (excluding Bulk Products) from Merchants.

19.2 The Customer agrees that the StarCard Facility must be used by the Customer wholly or predominantly for business purposes.

19.3 The Customer must pay the prices charged by the Merchant for Products and Services at the time of the Transaction, unless different prices are agreed in advance between the Customer and Caltex in writing.

19.4 In addition to the price for Products and Services, the Customer must pay:

- (a) any duties, taxes, government charges, levies

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and other imposts presently or in the future being levied by any government or regulatory authority on any of the Products or Services, or the price of any of the Products or Services, in the amounts applicable from time to time;

(b) any costs incurred by Caltex in order to comply with the present and/or future requirements of any government or regulatory authority, including any requirements relating to pollution, carbon, emissions and greenhouse gases (including reporting requirements, the holding of permits and the holding of off-set credits), to the extent such costs increase the cost of any Products or Services or the cost of production or delivery of any of the Products or Services;

(c) a Card Fee, as agreed between the Customer and Caltex;

(d) a Transaction Fee, as agreed between the Customer and Caltex;

(e) any Card reissue fee, if Caltex reissues any Card to the Customer, unless otherwise agreed in advance between the Customer and Caltex in writing;

(f) any Surcharge; and

(g) GST, where applicable.

19.5 Caltex will charge all amounts due for the purchases of Products and Services to the Customer's StarCard Account.

20. Use of Cards

20.1 Caltex may issue any Cards to the Customer for the persons or vehicles nominated in the Application.

20.2 The Customer, as the StarCard Facility holder, is fully responsible for the use of the Cards by any of the Cardholders, including the use of PINs.

20.3 The Cardholder must provide the Card to the Merchant at the time of the Transaction.

20.4 The Customer may only use the Cards which are valid and, subject to earlier suspension and termination, only until the expiry date shown on the Card. The Customer shall be fully responsible for any purchases, fees and charges incurred on expired, suspended or otherwise invalid Cards.

20.5 All Cards remain the property of Caltex at all times. Caltex may, at any time, cancel or require the Customer to return or destroy any Card. Where the Customer is not otherwise in breach of these Standard Terms and Conditions, Caltex will reissue a replacement Card to the Customer as soon as practicable.

20.6 The Cards may not be used to obtain cash, cash equivalent of a Product or Service or cash for the refund of a Product or Service.

20.7 The Cards may be issued with Purchase Limits as requested in the Application or otherwise notified by Caltex to the Customer. It is the Customer's responsibility to ensure that the Cardholders do not exceed the Purchase Limits. The Customer is responsible for any purchase in excess of the Purchase Limits, regardless of whether the extension of the Purchase Limit is approved by Caltex at the time of the Transaction. Caltex may refuse to supply any Products or Services to the Customer/Cardholder in excess of the Purchase Limit ("Purchase Limit Exceedance"). In this case, the Customer/Cardholder must pay Caltex/Merchant the amount of the Purchase Limit Exceedance immediately in full. If the Customer/Cardholder is unable to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to the Merchant.

21. PINs and Identity Verification

21.1 Caltex is able to issue Personal Identification Number ("PIN") activated Cards, with the PIN to

be chosen by the Customer. Where a Card is PIN activated, the Customer/Cardholder must use the PIN for all electronic Transactions. Caltex will not accept/process any electronic Transaction where a Card is PIN activated and the Cardholder fails to enter the correct PIN at the time of the Transaction. In this case, the Customer/Cardholder must pay to Caltex/Merchant the amount payable in respect of the Products and/or Services, which have been supplied or performed, immediately in full. If the Customer/Cardholder is unable to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to the Merchant.

21.2 Where a Card has been issued without a PIN or where the Merchant processes the Card manually, the Cardholder must provide the Merchant with a suitable form of identification at the time of the Transaction. The Customer agrees that the signature on the back of the Card is not a sufficient form of identification. Caltex may refuse to supply any Products or Services to the Customer/Cardholder where the Cardholder is not able to provide acceptable identification to the Merchant at the time of the Transaction. In this case, the Customer/Cardholder must pay to Caltex/Merchant the amount payable in respect of the Products and/or Services, which have been supplied or performed, immediately in full. If the Customer/Cardholder is not able to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to the Merchant.

22. Lost, Stolen Cards and Cancellation of Authority to Use

22.1 If any Card is lost, stolen, misused, no longer required by the Customer, or the Customer wishes to withdraw the authority of the Cardholder to use the Card, the Customer must notify Caltex immediately either through:

(a) StarCard Support; or

(b) StarCard Online. If the Customer uses StarCard Online, the Customer's notice or request may not be processed for up to 2 hours from the time the notice or request is made. The Customer will remain fully liable for any use of the Card, whether authorised or unauthorised, within this 2 hour period.

22.2 The Customer must NOT use fax or e-mail to give notices under clause 22.1.

22.3 The Customer is fully liable for any purchases, losses, costs, expenses or claims arising out of any use of a Card, whether authorised or unauthorised, until Caltex receives a notice from the Customer strictly in accordance with clause 22.1.

23. Odometer Readings and Registration

23.1 The Customer acknowledges that odometer readings are recorded purely for reporting purposes and Caltex takes no responsibility for their administration or accuracy.

23.2 If a Card is set up to require an odometer reading, the Cardholder is responsible for entering a correct odometer reading at the time of the Transaction.

23.3 If the Cardholder fails to enter an odometer reading or enters an incorrect odometer reading, the electronic Card processing system will still accept the Card and process the transaction. Caltex is not liable for any loss, cost, expense or claim arising out of any failure of or error relating to odometer readings.

23.4 The Customer agrees that neither Caltex nor Merchants are able to verify the accuracy of odometer readings entered by the Cardholder.

23.5 The Customer agrees that neither Caltex nor

Merchants are able to verify the accuracy of motor vehicle registration at the time of the Transaction. The Customer agrees that motor vehicle registration is not a form of verification for the Card or in relation to any Transaction. Caltex relies on the Customer for the provision of correct motor vehicle registration numbers in connection with any Card. Caltex does not verify the registration numbers' accuracy or correctness.

BULK FACILITY

These Standard Terms and Conditions apply to the Bulk Facility.

24. Contact Details

As advised by Caltex to the Customer from time to time.

25. Purchases

25.1 Caltex agrees to provide the Customer with the Bulk Facility for the purposes of purchasing some or all of Bulk Products from Caltex on credit.

25.2 The Customer agrees that the Bulk Facility must be used by the Customer wholly or predominantly for business purposes.

26. Prices

26.1 The Customer must pay the prices which are charged by Caltex for Bulk Products:

(a) which are delivered to the Customer, at the time of the delivery; or

(b) which are picked up by the Customer from Caltex's premises, at the time of the pick-up, unless different prices have been agreed in advance between the Customer and Caltex in writing.

26.2 In addition to the prices for Bulk Products, the Customer must pay:

(a) any duties, taxes, government charges, levies and other imposts (including import and excise costs, custom duties and sales tax) presently or in the future being levied by any government or regulatory authority on any of the Bulk Products, or the price of any of the Bulk Products, in the amounts applicable from time to time;

(b) any costs incurred by Caltex in order to comply with the present and/or future requirements of any government or regulatory authority, including any requirements relating to pollution, carbon, emissions and greenhouse gases (including reporting requirements, the holding of permits and the holding of off-set credits), to the extent such costs increase the cost of any Bulk Products or the cost of production or delivery of any of the Bulk Products;

(c) delivery charges applicable at the time of delivery. Caltex may change its delivery charges at any time without notice to the Customer; and

(d) GST, where applicable.

26.3 Caltex will charge all amounts due for the purchases of Bulk Products to the Customer's Bulk Account.

26.4 The Customer must not on-supply or resell the Bulk Products. If the Customer on-supplies or resells any of the Bulk Products, Caltex may, without prejudice to any other entitlements it may have as a consequence, change the price for all or any of Bulk Products supplied to the Customer to a price charged or chargeable from time to time in relation to equivalent products by a reseller operating from premises nearest the relevant location/s.

27. Delivery

27.1 Caltex is not obliged to deliver Bulk Products to the Customer at locations other than the Customer's

GENERAL TERMS AND CONDITIONS

site nominated for delivery in the Application, or as otherwise may be agreed by Caltex.

27.2 Subject to clauses 27.3 and 27.4, Caltex will deliver Bulk Products to the Customer either in agreed quantities or in accordance with the Customer's Order, as the case may be.

27.3 Unless otherwise previously agreed between the Customer and Caltex, the Customer must take delivery in quantities not less than the full capacity of bulk tankers used by Caltex to make Bulk Product deliveries.

27.4 Caltex is not obliged to supply any Bulk Products to the Customer in any one calendar month in quantities in excess of 5% above the Customer's average monthly requirements for the period of either preceding 12 months or the number of months from the beginning of the Bulk Facility, whichever is the shorter.

27.5 The Customer must make available safe and unrestricted access for delivery at the Customer's site.

27.6 The Customer:

- (a) is fully responsible for the condition, reliability and safety (including environmental safety) of its tanks and other Bulk Products storage equipment;
- (b) without limiting paragraph (a), must ensure that its tanks and other Bulk Products storage equipment comply with all relevant Laws and that adequate environmental protection systems are in place to prevent migration of any Bulk Products (including bunding, oily water separation systems, fire extinguishers and spill kits); and
- (c) must immediately notify Caltex in writing of any faulty tanks or other Bulk Products storage equipment, in which case Caltex will not be obliged to deliver Bulk Products to the Customer until such fault is rectified.

At the commencement of the Bulk Facility the Customer must certify to Caltex in writing that Proper Procedures have been adopted for handling, storing and monitoring Bulk Products in the Customer's tanks and other storage equipment ("Certificate"). "Proper Procedures" mean procedures which, having regard to the nature of the product being handled and stored, its propensity to cause harm to health, safety or the environment and relevant legislation and industry codes, a reasonable person would consider appropriate.

27.7 Whether or not the Customer provides Caltex with the Certificate, Caltex will not be responsible for any leakage from any of the Customer's tanks or other storage equipment, nor any associated environmental damage, except to the extent of Caltex's negligent act or omission, and the Customer agrees to indemnify Caltex against all actions, claims, costs, expenses and other liability in relation to such leakage or environmental damage.

27.8 Written notice of any claim for any defect in quality or shortage in quantity in relation to any of the Bulk Products must be given by the Customer to Caltex within two (2) business days after receipt of the Bulk Product for which the claim is made. The notice must state the nature of the defect or deficiency and indicate where and when Caltex may inspect the Bulk Product. Any inspection by Caltex for the purposes of this clause shall not of itself be construed as an acceptance by Caltex of the Customer's claim.

27.9 The Customer must:

- (a) comply with all Laws in relation to the handling, storage and transport of Bulk Products; and
- (b) without limiting paragraph (a), ensure that the Customer's actions and the Customer's delivery requirements under any Order or otherwise, do not

encourage or require any driver assigned to carry out any delivery to:

- (1) exceed permitted driving hours;
- (2) fail to have minimum rest periods;
- (3) exceed the speed limit;
- (4) carry Products that exceed vehicle dimension limits;
- (5) carry Products that cause vehicle mass limits to be exceeded;
- (6) carry any Products on Caltex's behalf that are not appropriately secured;
- (7) work from a dangerous height; or
- (8) breach any Laws.

27.10 The Customer agrees to provide Caltex with unrestricted access to the Customer's site from time to time to conduct an audit of the Customer's compliance with this clause 27 and Caltex is not obliged to deliver Bulk Products to the Customer until any identified faults are rectified.

27.11 If the Customer is unable to accept delivery in accordance with the Customer's Order or other notified requirements, then the Customer must pay a Redirection Fee to Caltex.

DEFINITIONS

Definitions apply to the StarCard Facility and Bulk Facility.

"Account" means the account opened by Caltex for the Customer to operate either or both of the StarCard Facility and/or Bulk facility;

"Application" means a credit application provided by Caltex which the Customer must complete to make an application to Caltex for the supply of Products and Services on credit;

"Bulk Facility" means the facility to purchase Bulk Products on credit;

"Bulk Products" means Petroleum Products and Lubricants which the Customer purchases in bulk;

"Caltex" means Caltex Australia Petroleum Pty. Ltd. A.B.N. 17 000 032 128, its subsidiaries, related or associated companies;

"Card" means a StarCard issued to the Customer under the StarCard Facility;

"Card Fee" means a monthly fee (inclusive of GST) for each Card as notified by Caltex to the Customer, except where otherwise agreed between Caltex and the Customer;

"Cardholder" means a person who uses a Card with the authority of the Customer;

"Credit Limit" means the amount notified to the Customer by Caltex from time to time as the maximum amount allowed for purchases of Products and Services by the Customer on its Account;

"Customer" means the "Applicant" in the Application;

"Deed of Guarantee, Indemnity and Charge" means a deed which is signed by the Customer as a part of this agreement where relevant;

"Direct Debit Service Agreement" means the agreement regarding the direct debit method of payment;

"Dishonour Fee" is a fee Caltex charges when the Customer's payment is dishonoured by the Customer's financial institution;

"Due Date" means the date, as agreed between the Customer and Caltex, by or on which the amount of the tax invoice must be paid in full, or, if no date has been agreed, the 21st day of the month following the month in which purchases have been made;

"GST" means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999;

"Laws" means the requirements of all statutes, rules, regulations, proclamations, awards, ordinances, by-laws or Australian Standards, present or future, and whether state, federal or otherwise;

"Lubricants" means all lubricating oils, greases, brake fluids, coolants, fuel performance additives and degreasers manufactured or marketed (or both) by or on behalf of Caltex;

"Merchant" means an authorised supplier of some or all of Products and Services and who may accept Cards;

"Order" means either a one off or a periodic order from the Customer for the delivery of Bulk Products;

"Petroleum Products" means petrol, diesel, liquefied petroleum gas and any other products which may be used in propelling motor vehicles and which are manufactured or marketed (or both) by or on behalf of Caltex;

"Products" means Petroleum Products, Lubricants and convenience store goods;

"Property" means all property of the Customer, wherever situated, including without limitation all real and personal property, business and trading assets, stock, choses in action, goodwill and uncalled capital and called but unpaid capital from time to time;

"Purchase Limit" means a daily and/or monthly dollar, volume or transaction type limit;

"Redirection Fee" means the amount determined by Caltex (acting reasonably) equivalent to the cost to Caltex of the Customer not accepting delivery of Products, including administrative, transport and storage costs;

"Services" means vehicle maintenance, repairs and other services which may be provided by the Merchant to the Customer;

"StarCard Facility" means the facility to purchase Products and/or Services on credit using the Card;

"StarCard Online" means www.caltex.com.au;

"StarCard Support" means telephone 1300 365 096;

"Surcharge" means a fee determined by the Merchant from time to time and charged by the Merchant to the Customer;

"Transaction" means a purchase transaction for which a Card is used by a Cardholder to purchase Products and/or Services;

"Transaction Fee" means an additional amount (fee) (inclusive of GST) paid by the Customer each time the Customer makes a Transaction, as notified by Caltex to the Customer, except where otherwise agreed between Caltex and the Customer.

INTERPRETATION

Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all genders, reference to "person" includes a natural person, company, body corporate or other form of legal entity, and reference to "including" and "includes" is to read as if followed by "without limitation".



CALTEX

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