

Commercial Credit Application

United Petroleum Pty Ltd ACN 085 779 255 ("United Petroleum")

OFFICE USE ONLY

Please note: ALL sections on both pages need to be completed and signed.
> ACCOUNT TYPE *(Please tick box provided)*
 Individual
 Partnership
 Company
 Incorporated Club/Assoc.
 Other _____

> APPLICANT DETAILS
 (Please Tick) I/We hereby apply for a UnitedCard account in accordance with your Terms of Agreement and submit the following confidential information for this purpose

Registered name (in full):	_____	Type of Business:	_____
Company ABN:	_____	Company ACN:	_____
Business trading name:	_____	Trustee (if applicable):	_____
Premises for delivery:	_____		Postcode: _____
Postal address:	_____		Postcode: _____
Contact person(s) for Orders:	_____	Position:	_____
Telephone No: () _____	Fax No: () _____	Mobile No: _____	Email: _____
Contact person(s) for Accounts:	_____	Position:	_____
Telephone No: () _____	Fax No: () _____	Mobile No: _____	Email: _____
Credit Limited Required:	_____	Business Commencement Date:	_____

> PERSONAL DETAILS OF SOLE TRADERS/DIRECTORS/PARTNERS OR GUARANTORS
Applicant 1

Family name:	_____	Given names:	_____
Residential address:	_____		Postcode: _____
Date of birth: ____/____/____	Driver's Licence No: _____	State: _____	Expiry date: ____/____/____
Monthly income (after tax): \$ _____	Total assets: \$ _____	Total monthly expenses: \$ _____	Total liabilities: \$ _____

Applicant 2

Family name:	_____	Given names:	_____
Residential address:	_____		Postcode: _____
Date of birth: ____/____/____	Driver's Licence No: _____	State: _____	Expiry date: ____/____/____
Monthly income (after tax): \$ _____	Total assets: \$ _____	Total monthly expenses: \$ _____	Total liabilities: \$ _____

Applicant 3

Family name:	_____	Given names:	_____
Residential address:	_____		Postcode: _____
Date of birth: ____/____/____	Driver's Licence No: _____	State: _____	Expiry date: ____/____/____
Monthly income (after tax): \$ _____	Total assets: \$ _____	Total monthly expenses: \$ _____	Total liabilities: \$ _____

> COMMERCIAL REFERENCES: (Please supply all details)

1 Name: _____	Address: _____	Tel: _____
2 Name: _____	Address: _____	Tel: _____
3 Name: _____	Address: _____	Tel: _____
Bank: _____	Address: _____	Tel: _____

PAYMENT METHOD
> DIRECT DEBIT REQUEST Request and Authority to Debit

Surname or Company: _____

Given names or ACN/ABN: _____

Requests and authorises United Petroleum Pty Ltd (User ID 395226) to use the Direct Debit System to withdraw any amount I/We owe to it from the account identified below in accordance with its Direct Debit Service Agreement with its financier.

Insert the name and address of Financial Institution at which account is held

Financial Institution Name: _____

Address: _____

_____ **Postcode:** _____

Insert details of account to be debited

Name of Account: _____

BSB No: _____ **Account No:** _____

Payment Details Debits will be made on the due date of your Tax Invoice.

Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms set out in this Request and in the Direct Debit Service Agreement (Refer to overleaf).

Insert Your Signature and Address. Before signing, read the Direct Debit Service Agreement.

Signature: _____

Date: _____

(If signing for a company, sign and print full name and capacity for signing e.g. director)

Full Name: _____

Address: _____

_____ **Postcode:** _____

> ALTERNATIVE PAYMENT OPTIONS

» **Pay by Cheque** (Payment must be at our office no later than the invoice due date). PO Box 1028 Abbotsford Vic 3067

» **Pay by EFT** (Payment must be deposited into our bank account no later than the invoice due date).

» **Pay by BPAY** **Bill Code 40618**
 Reference number supplied on your Tax Invoice
 (Payment must be deposited into our bank account no later than the invoice due date).

> BANKING DETAILS:

Financial Institution: ANZ
Account Name: United Petroleum Wholesale
BSB: 013 366
Account Number: 835490845

TERMS OF AGREEMENT

- The Customer will comply with the payment terms stated in this Commercial Credit Application ("Agreement").
- Any reference in this Agreement to United Petroleum includes United Petroleum Pty Ltd (A.C.N. 085 779 255) of 200 Hoddle Street, Abbotsford and all related entities and associated entities within the meaning of the Corporations Act, including, but not limited to Independent Fuels Australia Pty Ltd (A.C.N. 076 438 901 and United Card Services Pty Ltd (A.C.N. 120 422 442).
- Credit facilities may be withdrawn at any time without prior notice.
- The Customer will notify United Petroleum about any change to any of the particulars detailed in this Agreement within seven (7) days of such change. Any change is subject to further acceptance by United Petroleum and acceptance of any subsequent payment does not constitute acceptance of any change of the above particulars.
- The property and any Petroleum Products shall not pass to The Customer until it has been paid for in full.
- If the Customer fails to pay any amount owing to United Petroleum pursuant to any Supply Agreement with United Petroleum, the terms of this Agreement, or commit an act of bankruptcy, or a receiver and manager, liquidator, provisional liquidator or any other insolvency administrator is appointed or a mortgagee enters into possession of any of the Customer's assets, or an application made for the winding up of the Customer or the Customer is otherwise in default of this Agreement then, without prejudice to any other rights United Petroleum may have, the United Petroleum may without notice recover and/or sell the Petroleum Products or any of them and may enter upon the Premises by its servants or agents for that purpose.
- Until United Petroleum receives payment in full for Petroleum Products, the Customer has possession of the Petroleum Products as a fiduciary agent of United Petroleum. Where any Petroleum Products belonging to United Petroleum are mixed with any other Petroleum Products not belonging to it, United Petroleum is hereby irrevocably appointed as the Customer's attorney with power to sort and ascertain which Petroleum Products belong to United Petroleum and which do not.
- If payment is overdue, United Petroleum may cancel or suspend delivery to the Customer of other Petroleum Products yet to be delivered to them. United Petroleum may also charge interest at the prevailing bank overdraft rate and further the Customer expressly undertakes to pay all such interest.
- Should United Petroleum consider it necessary to incur legal and/or other expenses, including any such expenses to any debt collection agency, in obtaining or attempting to obtain payment of any amount due by the Customer, the Customer shall be liable for, and expressly undertakes to pay, such expenses. Amounts received by United Petroleum may be applied first against costs and then against interest, charges and expenses.

- United Petroleum will not be liable for any loss or damage in respect of, or relating to the Customer's use and handling of Petroleum Products, and United Petroleum disclaims all implied conditions and warranties and all prior representations and statements in respect of or relating to the Customer's use of or handling of the Petroleum Products.
- The Customer may have other rights implied by law which cannot be excluded by this Agreement. Nothing in this Agreement shall limit the benefit of those conditions, warranties and rights. However, United Petroleum limits its liability to the fullest extent permissible by law.
- Any notice shall be sufficiently served on the receiving party if delivered or posted to the address of the receiving party as listed in this Agreement or as last known to the sender. Notices are deemed to have been served at the time they would be received in the ordinary course of post.
- The Customer will provide 'all weather', unobstructed and structurally appropriate truck access for United Petroleum vehicles. The Customer is liable for all expenses incurred in retrieving United Petroleum vehicles and Petroleum Products Equipment from the Premises in the event that access and egress to the Petroleum Products Equipment is hindered by circumstances beyond United Petroleum's control.
- United Petroleum will not be liable for damage at the Premises caused by United Petroleum vehicles where such damage occurs whilst gaining access to Petroleum Products Equipment.
- This Agreement will be read as if any invalid or unenforceable words were severed but only if they can be severed without affecting other clauses hereof.
- For the purposes of assessing the credit worthiness from time to time and the collection of payments, The customer authorises United Petroleum, its employees and agents to make such enquiries as they deem appropriate including, without limitation, making enquiries of and obtaining reports (as may be allowed by law) from persons nominated by the Customer as Commercial References, the Customer's creditors, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ("Information Sources"). The Customer consents to the Information Sources providing to United Petroleum such information as is requested by United Petroleum and permitted to be given by law. The Customer also consents to United Petroleum disclosing personal information or the contents of any credit report to a credit reporting agency for the purpose of that credit reporting agency creating or adding to any credit information file in relation to the Customer.
- This Agreement is governed by the laws of Victoria and the parties submit to the jurisdiction of the courts in that State
- The Customer charges all its interest in everything it owns now or in the future to United Petroleum in order to secure payment of all money due.
- The Customer will identify in its records and books of account any property it presently holds or acquires in the future.
- The Customer will sign further documents (including registrable mortgages and consents to any caveat) that United Petroleum may reasonably require in order to perfect this charge.
- The Customer will not sell or dispose of anything except in the ordinary course of the Customer's business.
- The Customer acknowledges receiving a copy of the Terms of Agreement before signing this Agreement.

I/WE HAVE READ AND UNDERSTAND THE TERMS & CONDITIONS OUTLINED IN THIS CREDIT APPLICATION

Individual

X

Sole Director and Sole Company Secretary

X

Partner

Name (Print in capital letters)

/ /

Date

X

Director

X

Partner

Name (Print in capital letters)

X

Director/Company Secretary

X

Partner

Name (Print in capital letters)

(IF MORE THAN THREE (3) PARTNERS PLEASE ATTACH SHEET WITH ADDITIONAL SIGNATURE(S))

PERSONAL GUARANTEE

In consideration of United Petroleum having at my request agreed to supply and/or to continue to supply to the Customer (named in the Commercial Credit Application) with Petroleum Products and and/or services and foregoing at my request to sue and recover immediately any amount presently or from time to time owing on the account of the Customer, the Guarantor hereby jointly and severally agree with United Petroleum as follows:-

- To guarantee to United Petroleum the payment by the Customer of all Petroleum Products and all services as United Petroleum may have supplied or as United Petroleum may hereinafter supply from time to time at the Customer's request and notwithstanding that the Guarantor shall not have notice of any neglect or omission on the Customer's part to pay for such Petroleum Products and/or services according to the terms of the Agreement between United Petroleum and the Customer.
- This Guarantee shall be a continuing guarantee to United Petroleum for the whole of the Customer's indebtedness or liability to United Petroleum in respect of Petroleum Products and/or services supplied or to be supplied to the Customer as aforesaid or upon any other account howsoever arising.
- United Petroleum shall be at liberty without discharging the Guarantor from liability hereunder to grant a time or other indulgence to the Customer in respect of Petroleum Products and/or services supplied by United Petroleum to the Customer as aforesaid and to accept payment from the Customer in cash or by means of negotiable instruments and to treat the Customer in all respects as though the Guarantor would be jointly and severally liable with it as Customer to United Petroleum instead of being merely sureties for the Customer and in order to give full effect to the provisions of this Guarantee the Guarantor hereby waives all rights inconsistent with such provisions and which we might otherwise as sureties be entitled to claim and enforce.
- United Petroleum may at any time or times at United Petroleum's discretion and without giving notice whatsoever to the Guarantor refuse any further credit or supplies of goods (Petroleum Products) and/or services to the Customer and grant to the Customer or to any drawers, acceptors or endorsers of bills of exchange, promissory notes or other security received by United Petroleum from the Customer on or which the Customer may be liable to United Petroleum at any time or other indulgences and compound with the Customer or them respectively without discharging or impairing my liability under this Guarantee.
- This Guarantee shall be enforceable both jointly and severally against each party who has executed this Guarantee notwithstanding that any negotiable or other securities referred to herein or to which it shall relate or be applicable shall be at the time of proceeding be taken against us or either of us by this Guarantee be outstanding or in circulation, and to secure payment to United Petroleum of any amounts outstanding and notwithstanding the fact that this instrument of guarantee may be intended or expressed to be executed and given by more than one person and notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.

- The Guarantor will charge all of its interest in everything it owns now or in the future to United Petroleum in order to secure payment of all money due under this guarantee. The Guarantor will identify any property it presently owns or may acquire in the future to United Petroleum on demand and will sign further documents (including registrable mortgages and consents to any caveat) to perfect this charge. United Petroleum may enter any premises the Guarantor owns or occupies (on any day or night of the year, using force if necessary) and seize, remove, store and sell anything the Guarantor owns (by private treaty, public auction, tender or otherwise) at whatever price and terms that United Petroleum deems fit. United Petroleum may buy in at any auction or tender sale and disclose the reserve price. This charge is a continuing security.
- United Petroleum may at any time or times at United Petroleum's discretion and without giving notice to the Guarantor make enquiries of the Guarantor's credit with a credit reporting agency. United Petroleum may under Section 18E(8)(C) of the Privacy Act give to a credit reporting agency personal information concerning this Guarantee or about payments overdue by the Guarantor pursuant to this Guarantee and for which collection action has commenced or cheques drawn by me/us which are dishonoured more than once. The agency will be provided with information when this Guarantee is discharged.
- This Guarantee shall remain in force while United Petroleum continues to supply Petroleum Products to the Customer and for the duration of any Supply Agreement between United Petroleum and the Customer for all future transactions until determined by one (1) calendar month's notice in writing given by the Guarantor (or in case of death to a personal representative) which shall be left personally with the secretary for the time being of United Petroleum at its registered office in the State of Victoria.
- Where herein words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.
- Reference to "payment by the Customer for all goods (Petroleum Products) and/or services as United Petroleum have supplied" in paragraph 1 of this Guarantee shall mean and include all, but not be limited to, amounts due and payable for goods (Petroleum Products) and services supplied by United Petroleum to the Customer prior to the date of this Guarantee. The Guarantor acknowledges that the Guarantor has made his/her or its own enquiries of the Customer regarding the Customer's past and prospective dealings with the supply and is satisfied as to the extent of his/her obligations arising from this Guarantee.
- The Guarantor acknowledges and agrees that this Guarantee includes and extends to cover all debts owed by the Customer to United Petroleum Pty Ltd (A.C.N. 085 779 255) and all related entities and associated entities within the meaning of the Corporations Act, including, but not limited to, Independent Fuels Australia Pty Ltd (A.C.N. 076 438 901 and United Card Services Pty Ltd (A.C.N. 120 422 442).

	Signature of Guarantor	Print Name of Guarantor	Date
1	X		/ /
2	X		/ /
3	X		/ /

DIRECT DEBIT SERVICE AGREEMENT United Petroleum Pty Ltd (ACN 085 779 255) User ID 395226

Our commitment to you,

Drawing Arrangement:

We will advise you, in writing, the details of the United Petroleum Pay Plan Drawing Arrangement (Amount, Frequency, Commencement Date) at least two (2) days prior to the first drawing.

Where the Due Date falls on a non business day, we will draw the Amount on the next business day.

We will not change the Amount or Frequency of Drawings Arrangements without your prior approval.

We reserve the right to cancel the United Petroleum Pay Plan Drawing Arrangement if three (3) or more Drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential.

Your Rights;

You may terminate the United Petroleum Pay Plan Drawing Arrangement at any time by giving written notice to us. Such notice should be received by us at least seven (7) days prior to the Due Date.

You may request change to the Amount and/or Frequency of the United Petroleum Pay Plan Drawings by contacting us and advising your requirements no less than fourteen (14) business days prior to the Due Date.

Where you consider that the Drawing has been initiated incorrectly (outside of the United Petroleum Pay Plan Drawing Arrangement) you should take the matter up directly with us.

Your Commitment to us,

Your Responsibilities;

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a Drawing on its Due Date. A dishonour fee will be charged if funds are unavailable.

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

It is your responsibility to advise us if the account nominated by you to receive the United Petroleum Pay Plan Drawings is transferred or closed.

It is your responsibility to arrange with us a suitable alternative payment method if the United Petroleum Pay Plan Drawing Arrangement is cancelled either by yourselves or the nominated Financial Institution.

If you chose the direct debit option please fill in the details on the application form provided.