

COMMERCIAL CREDIT APPLICATION AGREEMENT

IOR Petroleum Pty Ltd

ABN 36 009 653 070
 PO Box 14, Bulimba, QLD 4171
 Tel: 07 3895 4444 Fax: 07 3395 7902
 Email: mail@ior.com.au



New Customer Application

Minimum Purchase: 2000 litres or such other quantity agreed by IOR from time to time.

Maximum Trading Terms: payment due on placement of order unless otherwise agreed by IOR.

Direct Debit Authorisation Form must be completed

Company Trustee Sole Trader Partnership

PLEASE PRINT / USE BLOCK LETTERS

Trading Name

Either *if a company* – Applicant Company Name

Or – *Sole Trader/Partnership/Trustee* – Applicant(s) Full Name(s) and Address(es)

Drivers Lic No.	
DOB: / /	

Drivers Lic No.	
DOB: / /	

Drivers Lic No.	
DOB: / /	

Is the Applicant acting as a Trustee for a Trust? Yes No

If Yes, As Trustee for (*name of Trust*):

ACN (if applicable)

ABN

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Street Address (*PO Box not acceptable*)

	PCode:
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Postal Address (*PO Box or "As Above"*)

	PCode:
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Telephone:

Fax:

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Email:

Contact Name

Mobile:

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Nature of Business:

Trade References: Please supply fax details. Major suppliers including one fuel supplier.

Name:	
Business Type:	
Your Supplier Acct No:	
Tel:	Fax:
Email:	

Name:	
Business Type:	
Your Supplier Acct No:	
Tel:	Fax:
Email:	

Name:	
Business Type:	
Your Supplier Acct No:	
Tel:	Fax:
Email:	

Order Form

Please read these instructions before completing the details.

1. Registration/Fleet Number

Registration Number (eg HTA 636) or your own vehicle fleet number if preferred (eg JC 03) must be provided.

2. Vehicle Description

Provide a vehicle description for that Registration Number/Fleet Number (eg Mack Truck, Toyota Ute, Grader etc) as you want it to appear on your transaction reports.

3. PIN

You can nominate up to 6 digits. You can nominate a PIN for each Tag or the same PIN for a group of Tags. It is highly recommended that you change your PINs from time to time.

4. Tag Limits

You are responsible for all fuel dispensed against your Tag and PIN. For your security you can specify a daily limit for the quantity of fuel that can be dispensed against each tag. Irrespective of customer request, IOR reserves the right to impose tag limits at any time

5. Update Details

Any of the above details can be changed at any time on request to IOR.

4. Principal Sites

Indicate below your expected usage.

Credit Application

Guarantee and Indemnity by Guarantors/Directors

1. In consideration of IOR accepting this application for credit at our request we being the persons referred to as the Guarantor/s or Director/s in this form (and where more than one jointly and severally) guarantee to IOR the due and punctual payment by the Customer of all sums of money due and payable for Stock provided by IOR to the Customer and the due and punctual payment of all other monies which at any time become owing by the Customer to IOR under the Terms.
2. We indemnify IOR against any loss caused to IOR by the failure of the Customer to pay for all or any Stock supplied by IOR to the Customer and any loss caused to IOR by the failure of the Customer to pay any other monies owing or which become owing to IOR under the Terms.
3. This guarantee and indemnity is a principal obligation and may be enforced against us without IOR having to proceed against the Customer first or at all.
4. We shall remain bound by this guarantee and indemnity notwithstanding anything which may occur which might otherwise at law have discharged us including without limitation any time given to the Customer to pay or variation to the Terms without reference to us.
5. This guarantee is a continuing guarantee and shall not be determined by the death, insolvency or liquidation of the Customer.
6. The discharge or extinguishment of any liability of the Customer by bankruptcy, insolvency, operation of law or otherwise shall not limit or affect our liability under this guarantee and indemnity.
7. Any payment made to IOR by or on behalf of the Customer or by us shall be deemed not to have discharged our liability if that payment is subsequently avoided by statutory provision or otherwise and in that case IOR and ourselves shall be in the position in which we would have been if such payment had not been made.
8. We agree to IOR making enquiries and obtaining information (including obtaining a consumer credit report) concerning our commercial activities and our consumer and commercial creditworthiness or as to the accuracy of any information provided to IOR by us to enable IOR to assess the application for credit by the Customer and for the purpose of assessing whether to accept us as guarantors for credit applied for, and if the Application is accepted by IOR, provided to the Customer. We agree to a credit reporting agency or credit provider providing this information to IOR.
9. We agree to the information provided by us being disclosed to a credit reporting agency and other credit providers.
10. We consent to IOR making any additional periodical checks that it thinks fit with regard to our creditworthiness.
11. IOR may supply to or obtain any information about us from any credit reporting agency or other credit provider pursuant to the Privacy Act 1988 (PA). IOR may seek information from or exchange information with any credit providers or creditors for any purpose of or incidental to this Application, including without limitation, obtaining a consumer credit report about us and allowing a credit reporting agency to create or maintain a credit information file in relation to us. Subject to the PA we may be given access upon request to the information held by IOR about us. IOR may also release information about us as required by law or where the interests of IOR require such disclosure.
12. We acknowledge that we have read and understood the Terms.
13. Consents, permissions and authorisations given by us under clauses 8 to 11 inclusive continue in force at all times while this Application is being considered, if this Application is accepted and while any credit is being provided by IOR to the Customer.

14. Words not otherwise defined in this guarantee and indemnity shall have the same meaning as in the Terms of which this guarantee and indemnity forms part and "Customer" means the Applicant where the Application for credit is accepted by IOR.
15. Agreement to this Guarantee and Indemnity is evidenced by the signatures given below.

[Guarantors / Directors to complete and sign below full name, address, date of birth, drivers licence number]

Full Name:	DOB: / /
Address:	
Signature:	Drivers Lic. No.
Witness:	Date: / /

Full Name:	DOB: / /
Address:	
Signature:	Drivers Lic. No.
Witness:	Date: / /

Full Name:	DOB: / /
Address:	
Signature:	Drivers Lic. No.
Witness:	Date: / /

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Terms and Conditions

1 In these terms:

IOR means IOR Petroleum Pty Ltd ABN 36 009 653 070 and its related bodies corporate.

Fuel means the fuel dispensed at the Site to you or to persons using your Tag and PIN.

Government Imposts means all taxes, excise, levies and other government charges including GST payable in respect of the sale of Fuel to you.

Guarantor means any person guaranteeing to IOR payment by you for Stock.

PIN means your personal identification number for the use of a Tag issued to you.

Price means the price for Fuel charged by IOR as at the date of an order.

Tag means the digitally encoded key tag issued to you for use of the fuel dispensing system at a Site.

Site means a site within Queensland at which IOR owns or operates a fuel dispensing system.

Stock means those quantities of Fuel ordered or deemed to be ordered and paid or to be paid for by you and held at a Site.

Terms means these terms and conditions.

you means the person to whom Fuel is supplied or deemed to be supplied in accordance with these Terms.

2 Unless IOR approves credit, all Stock must be prepaid by you at the Price applying at the date of an order.

3 If credit is approved it will be on terms specified by IOR which terms may be varied by IOR on 7 days' notice. You acknowledge that the Fuel is supplied to you for commercial or business purposes or for the purpose of your conduct of a business.

4 Any credit provided by IOR in excess of the current credit limit for you shall be repayable immediately by you upon demand by IOR. Your obligations under these Terms are not changed if your credit limit is exceeded.

5 Payment at the Price applying at the date of order must be made in accordance with any credit terms.

6 An interest charge in an amount notified to you in writing by IOR from time to time (but not exceeding 18% per annum) may apply to amounts not paid by the due date in accordance with these Terms or any credit terms applying to you. Interest charges shall accrue daily on the outstanding balance and shall compound monthly.

7 You agree to pay any enforcement expenses incurred by IOR in enforcing its rights under these Terms including without limitation any charges relating to dishonoured cheques and any fees paid to IOR's solicitors or collection agents in connection with the recovery of moneys owed to IOR.

8 Credit may be terminated at any time by IOR or you giving written notice to the other.

9 IOR will not be liable to you or any other person for any variation, refusal, cancellation or suspension of credit.

10 Each order must specify the Site from where you wish to collect the Stock (Nominated Site) and must be for not less than the minimum purchase quantity advised to you by IOR from time to time.

11 Stock must be paid by credit card or direct bank transfer on the placement of order or on the date specified in writing by IOR in any credit term. Unless other credit terms have been previously agreed by IOR in writing, you will be in breach of these Terms if all payments for Stock are not received by IOR by close of business on the Friday of the week of order.

12 IOR may require you to complete a direct debit authority in respect of a bank account or credit card account nominated by you, as a condition of opening and maintaining an order or credit account for Fuel.

13 IOR reserves the right to impose the following fees and charges: 2% surcharge on credit card transactions, a fee of \$20.00 (including GST) for a replacement or unreturned Tag and a payment dishonoured fee of \$25.00 (including GST) for each dishonoured payment transaction.

14 A tax invoice will be issued by IOR by email or facsimile for each order. The tax invoice is conclusive evidence of you having ordered the Stock and of the correct pricing and quantity of Fuel at each Site unless you object in writing within 72 hours of receipt.

15 You shall collect Stock by using the Tag and PIN at the fuel dispensing system at the Nominated Site or at such other Site agreed by IOR.

16 IOR shall give you weekly and monthly email or facsimile reports on your Stock inventory at Sites. These reports will be deemed to be correct if no objection is raised by you within 30 days from issue.

17 You must advise IOR of current contact details for the receipt of invoice and reports.

18 You are responsible for the security of each Tag and its PIN.

19 You nominate the PIN for each Tag. Each PIN may be changed by you at any time by request to IOR.

20 All Tags remain the property of IOR. You must return all Tags on demand by IOR or upon you closing your account.

21 Lost or stolen Tags must be promptly reported to IOR which shall deactivate those Tags once notified.

22 You are taken to have received all Stock dispensed at a Site by use of your Tag and PIN.

23 Risk in the Stock passes to you upon being dispensed at a Site by use of your Tag and PIN. Property in the Stock remains with IOR until it receives full payment for it.

24 IOR shall not be liable for Stock destroyed or stolen where the Stock has been dispensed using your Tag and PIN. All Stock dispensed from any Site to a person using your Tag and PIN shall be deemed to be a supply of Fuel to you or to someone authorised by you and shall be to your account. You must pay IOR for all such Stock.

25 You shall not leave any waste or rubbish at a Site.

26 You shall not carry out or permit the carrying out of any servicing or repairs of vehicles at a Site.

27 You shall report to IOR all fuel spills or equipment malfunction or damage at a Site as soon as practicable.

28 You shall indemnify IOR against all harm to persons and damage to property caused by you, your employees, contractors and agents at a Site.

29 No warranties or conditions are given in respect of the Stock and all warranties and conditions implied by statute are excluded other than those which cannot be. To the extent permitted by law: (a) IOR's liability for breach of any unexcludable statutory warranties or conditions shall be limited, at IOR's option, to supplying replacement Stock or paying the cost of replacement Stock; and (b) liability for special, indirect or consequential loss or damage is excluded.

30 All Government Imposts shall be paid by you.

31 These Terms are governed by the law of Queensland and you submit to the jurisdiction of the courts of that state.

32 You agree to be bound by these Terms by and upon ordering Stock.

33 Orders may be made by telephone, email or facsimile.

34 Notices may be given by pre-paid post, email or facsimile.

35 Time is of the essence of your payment obligations.

36 Where IOR has allowed credit to you then you must provide to IOR when requested from time to time information about your financial position and that of any Guarantors. You authorise IOR to provide that information and other information you have provided to IOR about you or the Guarantors to credit reporting agencies and other creditors and you authorise IOR to obtain information about you and the Guarantors from those agencies and other creditors for the purpose of ensuring you have the continuing financial ability to pay for Stock ordered and are an appropriate person to whom to extend credit if IOR decides to do so. The supply and obtaining of information about you and the Guarantors shall otherwise be carried out subject to the Privacy Act 1988.

37 Without limiting clause 8, IOR may terminate any credit arrangements immediately if:

(a) you or a Guarantor become subject to some form of insolvency administration including without limitation bankruptcy, liquidation or receivership;

(b) any amount payable for Stock is outstanding for more than 30 days, or

(c) you breach any of these Terms.

38. Upon termination of credit arrangements all amounts owing by you for Stock will become immediately due and payable.

39. All government duties, taxes and charges levied in respect of any credit provided to you shall be borne by you.

40. No waiver or indulgence by IOR shall be deemed to be a waiver of IOR's rights in respect of any breach or a recurring breach.

41. Without limiting its rights at law or under these Terms, IOR may suspend supplies of Fuel to you and demand immediate payment of all outstanding monies for Fuel supplied to you if you breach any of these Terms at any time.

42. If any provision or part of these Terms shall be or be deemed or judged to be invalid for any reason, such invalidity shall not affect the validity or operation of any other provision or part except to the extent necessary to give effect to such invalidity.

43. These Terms may be varied from time to time at IOR's absolute discretion by written notice to you and the varied Terms become effective, and shall apply to all future orders of Fuel, 7 days after any such notice is forwarded to you at your last notified address.

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Direct Debit Request

Name of Customer providing the Direct Debit Authority:
Your Surname or Company Name

Given Names or ACN/ABN

I/We request you until further notice in writing to debit my/our account described in the schedule below any amounts which

Name of Debit User: ACPA User ID number:

IOR Petroleum Pty Ltd (ABN 36 009 653 070)	302062
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("the Debit User") may debit or charge me/us through the Direct Debit System or Bulk Electronic Clearing System. This authorisation is to remain in force in accordance with the terms of the Customer Service Agreement.

I/We authorise:

1. The Debit User to verify the details of the below mentioned account with my/our Financial Institution; and
2. The Financial Institution to release information allowing the Debit User to verify the below mentioned account details.

I/We understand and acknowledge that:

1. The Financial Institution may in its absolute discretion determine the order of priority of payment by it of any moneys pursuant to this Request or any authority or mandate.
2. The Financial Institution may in its absolute discretion at any time by notice in writing to me/us terminate this request as to further debits.
3. The Debit User may by prior arrangement and advice to me/us vary the amount and/or frequency of direct debits.
4. This Direct Debit arrangement is governed by the terms of the Customer Service Agreement.

Name of Financial Institution where account is held

	Branch:
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Address of Financial Institution where account is held

	PCode:
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Account Name

BSB No Account No

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Signature/s (if joint account all signatures may be required)

	Date: / /
	Date: / /

If a Company, print name and authority for signing (eg Director)

Request and authority to Direct Debit a Credit Card

Credit Card No
Expiry Date

<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>
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Cardholder Name/s:

Credit Card Validation Code/ Security Code

Cardholders Signature:

Direct Debit Request – Customer Service Agreement

- 1 These terms apply if you and IOR agree that payments for Stock can be made by direct debit from a nominated bank account or credit card with your Financial Institution. Direct debiting will occur through the Bulk Electronic Clearing System.
- 2 You must ensure that your nominated bank account or credit card can be subject to direct debiting. If in doubt check with your Financial Institution. Charges or fees may be imposed by your Financial Institution for direct debit.
- 3 The debits will occur on the same day you make orders for Stock. Each debit will be in the amount owing by you to IOR for the ordered Stock as shown in the invoice issued to you by IOR with respect to that week.
- 4 Your nominated bank account will be directly debited by IOR in preference to your nominated credit card. If the drawing by direct debit on your nominated bank account is returned unsatisfied, IOR will then attempt to direct debit your credit card.
- 5 IOR will advise of amounts debited by way of rendered invoices for Stock ordered on a weekly basis.
- 6 Where the date for a direct debit falls on a non-business day IOR will draw the amount on the next business day.
- 7 IOR will not vary the debit arrangements without giving you at least 14 days notice.
- 8 IOR may cancel the direct debit if three or more drawings are returned unsatisfied. Upon cancellation you must immediately arrange an alternate payment method acceptable to IOR.
- 9 You may terminate the direct debit by giving written notice to IOR at least three business days prior to the next debit date.
- 10 You may stop payment of a debit by written notice to IOR at least three business days prior to the relevant debit date. Stop payment or cancellation instructions may also be directed to your Financial Institution but you must provide a copy of any such instructions to IOR to be received by IOR at least three business days prior to the next debit date.
- 11 If you consider that a debit has been made in breach of these terms then that matter should first be raised with IOR. Claims can also be lodged through your Financial Institution.
- 12 It is your responsibility to ensure that sufficient clear funds are available in the nominated account or credit card for drawing by the due date. It is also your responsibility to ensure that the authorisation for direct debit given by you is identical to the signing instructions for the nominated account or credit card held by your Financial Institution.
- 13 It is your responsibility to advise IOR if the account or credit card nominated for debit is transferred, closed or cancelled.
- 14 If there are insufficient cleared funds in the nominated account to meet a direct debit or the direct debit request fails for some other reason then:
 - (a) you may be charged a fee and/or interest by your Financial Institution;
 - (b) you may also incur fees or charges imposed by IOR; and
 - (c) you must arrange for the direct debit payment to be made by another method or arrange for sufficient clear funds to be available in the nominated account by an agreed time so that IOR can process the direct debit payment.
- 15 Any direct debit arrangements will otherwise be subject to the Terms.
- 16 IOR may terminate the direct debit arrangements at any time by notice to you.
- 17 If the direct debit arrangements are terminated or stopped for any reason, then you must immediately provide alternative payment methods to IOR's satisfaction.
- 18 You must meet any charges or fees payable for use of the direct debit facility.
- 19 IOR will keep all personal information provided by you and the details of the nominated account confidential except where disclosure is required as a matter of law or to the extent necessary for IOR to enforce its legal rights or at your request or the request of your Financial Institution in connection with any claim of alleged incorrect or wrongful debit.

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