TASCO petroleum

Quality Fuels & Lubricants

Credit Application Form

Company

Head Office
220 Tenth Street, Mildura VIC 3500

Albury
202 North Street, Albury NSW 2640

All Correspondence
PO Box 5034, Mildura VIC 3502

Telephone 03 5051 1700

tascopetroleum.com.au

Tasco Inland Australia Pty Ltd
ATF Tasco Inland Australia Unit Trust
Trading as TASCO Petroleum
ACN 070 478 625 | ABN 64 676 389 090

CONDITIONS OF SALE

1. Unless otherwise agreed in writing the Purchaser shall take delivery of any products ordered at the Purchaser's nominated delivery address. Products left at unattended sites are at the Purchaser's risk. Any risk of loss, deterioration or damage from any cause in respect of the products passes on delivery.
2. TASCO Inland Australia Pty Ltd ATF TASCO Inland Australia Unit Trust t/as TASCO Petroleum ABN 64 676 389 090 (TASCO) will not be liable for any non-delivery unless written notification of such non-delivery is received within seven days after receipt of a statement or invoice that includes reference to non-delivered products. TASCO's liability in such a case shall be limited to replacement of the products within a reasonable time.
3. TASCO retains ownership of the products until the Purchaser has paid for them in full. Where any products are mixed or commingled with any of other products before payment, TASCO will own the resulting mixed or commingled products as if TASCO had supplied the mixed or commingled products. After delivery and while TASCO remains the owner of the products the Purchaser agrees to hold the products as bailee only.
4. Payment shall be made by the Purchaser to TASCO within 21 days of the end of the month in which the products were purchased or on such other credit terms as agreed in writing between TASCO and the Purchaser.
5. The laws of the State of Victoria and the Commonwealth of Australia applies to these conditions of sale.
6. TASCO reserves the right to accept in whole or part any order, or decline any order, and any order or part order not accepted is deemed cancelled.
7. Where any payment is overdue, TASCO may at its option either cancel un-completed orders or suspend delivery of any product yet to be delivered, or exercise any other rights open to it against a Purchaser for breach of contract.
8. **PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)**
   The Purchaser agrees that:
   (a) These conditions of sale are a security agreement for the purposes of the PPSA;
   (b) TASCO has a security interest in all products that it supplies to the Purchaser pursuant to these conditions of sale;
   (c) TASCO has a security interest in all products that it has previously supplied to the Purchaser and all after-acquired products that it supplies to the Purchaser in the future in respect of all moneys that the Purchaser owes to TASCO;
   (d) The security interest is a continuing security interest until the Purchaser has paid all moneys owing;
   (e) It irrevocably waives its right to receive a verification statement under s 157 of the PPSA;
   (f) It will reimburse TASCO for all costs, expenses and other charges incurred, expended or payable by TASCO in relation to the filing of a financing statement or a financing change statement or releasing the security interest created by these conditions of sale;
   (g) It will promptly to sign any further documents or provide further information or do any other things that TASCO reasonably requires to perfect and maintain perfection of TASCO's security interest in the products, including costs and expenses relating to enforcement or attempted enforcement of the security interest in respect of these conditions of sale;
   (h) It is not the owner of the products and as such if chapter 4 of the PPSA applies to these conditions of sale, TASCO and the Purchaser contract out of the enforcement provisions of s115(1);
   (i) TASCO is authorised, at any reasonable time, to enter and re-take the goods sold and then re-sell the products and retain the proceeds of the sale without prejudice to its rights to claim the balance of the purchase price and interest from the Purchaser or signatory; and
   (j) The provisions of this clause survive the termination of these conditions of sale.

9. A Purchaser has no right to return products which are not standard carrying stock of TASCO unless such products are defective. Standard products may be returned to TASCO provided that the Purchaser agrees that:

(a) The products are returned within 14 days of the date of supply;

(b) The returned products are undamaged;

(c) The original invoice is provided;

(d) Notification of return is made to TASCO within 7 days of supply;

(e) The Purchaser pays the restocking fee; and

(f) Freight and other costs, including Insurance, are borne by the Purchaser.

10. Products sold by TASCO carry only such guarantees and warranties as are specified in any catalogue of TASCO or in any catalogues of suppliers of the products to TASCO. The liability of TASCO's under such guarantee and warranties or otherwise in respect of any damage to or occasioned by the products shall not exceed the invoice value of the products. TASCO will not be liable for any consequential loss. Nothing in these conditions of sale shall operate to exclude, restrict or modify in any manner whatsoever the rights conferred on a consumer by the Competition and Consumer Act 2010 or any other Commonwealth, State and Territorial Laws that cannot lawfully be excluded, restricted or modified. Any liability implied for breach of any such condition or warranty shall be limited to the replacement of the product or the supply of the equivalent or payment of the cost of acquiring or replacing the product.

11. PRIVACY ACT 1988

The Purchaser acknowledges and agrees that:

(a) TASCO may collect personal information from the Purchaser through its application for credit with TASCO for the purpose of identifying the Purchaser, supplying product to the Purchaser, and recovering payment from the Purchaser;

(b) The Purchaser may access the personal information held by TASCO and may seek correction of the personal information by contacting TASCO;

(c) TASCO may refuse the Purchaser's application for credit (or for future credit) if the personal information is not collected by TASCO;

(d) TASCO may collect repayment history information on the Purchaser and may disclose the Purchaser's repayment history information to Credit Reporting Bodies in accordance with the Privacy Act 1988 (CTH).

(e) TASCO will manage personal information in accordance with TASCO's Australian Privacy Principles (APP) Privacy Policy. This policy lists the Credit Reporting Bodies that TASCO provide Information to and a copy of the policy is available at the TASCO website (http://www.tascopetroleum.com.au) or by contacting TASCO.

12. These conditions shall apply to all orders for products placed by the Purchaser with TASCO to the exclusion of all other terms and conditions unless otherwise expressly agreed between the parties in writing.

13. TASCO reserves the right to vary the terms and conditions of sale at any time by giving 30 days prior notice in writing to the Purchaser of any variation. In the event that the Purchaser does not accept the variation and negotiation of the variation fails, then the Purchaser may call this agreement to an end but the Purchaser shall remain liable for all outstanding monies and obligations in relation to supplies made and liabilities incurred prior to the cancellation of the agreement.

☐**COMMERCIAL CREDIT ACCOUNT**

☐**COD Terms** **(For Bulk Deliveries please tick if you would like COD Payment Terms)**

Trading Entity Details

Company Name:	**ACN:**
Trading Name:	**ABN:**

Trust Information (if applicable)

If the Company is acting as a Trustee, please provide the name of the Trust & ABN & Provide a Copy of the Trust Deed

Trust Name:	**ABN:**

Contact Details

Postal Address:	**Postcode:**
Business Address:	**Postcode:**

Nominated Contact:
Landline: **Mobile:**

Email:	**Email Statement:** ☐ Yes ☐ No

Customer Portal Access: ☐ Yes ☐ No

Business Details

Nature of Business:	**Length of Time in Business:** **years**

Estimated Purchases: $ **per month**	**Bulk Deliveries:** ☐ Yes ☐ No (if Yes please complete Page 12

Trade References

1:	**Telephone:**
2:	**Telephone:**
3:	**Telephone:**

Financial Position or Attach Balance Sheet

Current Assets: $	**Current Liabilities: $**
Total Assets: $	**Total Liabilities: $**

Terms & Conditions Declaration & Notice of Disclosure of Your Credit Information

I/we declare the statements made and information contained herein to be true in every respect and agree to comply with the trading terms and conditions of TASCO a copy of which has been provided to me/us (pages 2 & 3 of this credit application) and undertake to advise TASCO in writing of any changes to my/our trading details.

I/we agree that TASCO may give to and seek from any other credit providers named in this application and any credit provider that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements.

I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/we understand that TASCO reserves the right to withdraw credit facilities at any time.

All Company Directors are requested to sign our Guarantee & Indemnity (refer pages 6 & 7)

Approval is conditional upon implementation or acceptance of direct debit arrangements.

Please complete the Direct Debit Request Form (refer pages 9, 10 & 11)

TERMS & CONDITIONS TO BE SIGNED BY A COMPANY DIRECTOR OR AUTHORISED OFFICERS

FULL NAME:	
SIGNED:	DATE:
TITLE/POSITION:	
WITNESS NAME:	
WITNESS SIGNED:	DATE:

FULL NAME:	
SIGNED:	DATE:
TITLE/POSITION:	
WITNESS NAME:	
WITNESS SIGNED:	DATE:

FULL NAME:	
SIGNED:	DATE:
TITLE/POSITION:	
WITNESS NAME:	
WITNESS SIGNED:	DATE:

GUARANTEE & INDEMNITY
ALL DIRECTORS MUST SIGN GUARANTEE & INDEMNITY

COMPANY NAME……DATE INCORPORATED……

Note that the Applicant is to immediately advise TASCO of any change in the Company Directors
To: TASCO Inland Australia Pty Ltd ATF TASCO Inland Australia Unit Trust trading as TASCO Petroleum (TASCO).
Registered Office: 220 Tenth Street, Mildura Victoria 3500

The Guarantor enters into this Deed for valuable consideration that includes TASCO entering into the credit agreement at the request of the Guarantor.

We/I, the guarantor(s) whose name and address are set out below (the Guarantor) unconditionally and irrevocably guarantee the due and punctual payment of the Guaranteed Money.

If any Guaranteed Money is not paid by or recoverable from the Company for any reason the Guarantor shall personally indemnify TASCO against any loss. The amount of that loss will equal the amount TASCO would otherwise have been entitled to recover.

Neither this Deed nor the obligations of the Guarantor under it will be affected by anything which but for this provision might operate to release, prejudicially affect or discharge them or in any way relieve the Guarantor from any obligation whether with or without the consent or knowledge of the Guarantor. This provision is a principal and independent obligation.

This Deed:

(a) is a continuing guarantee and indemnity;
(b) will not be taken to be wholly or partially discharged by the payment or any money and the related obligations of the Company at any time or by any settlement of account or other matter or thing; and
(c) remains in full force until the Guaranteed Money and the related obligations have been fully performed by the Company and the Guarantor has completely performed its obligations under this document.

This Deed covers the Guaranteed Money and related obligations of the Company as varied from time to time including as a result of any amendment to, or waiver under the credit agreement and whether or not with the consent or notice to the Guarantor. This does not limit any other provision.

The Guarantor(s) hereby grant a security interest in all present and after-acquired personal property. This security interest is a continuing security interest and secures the payment and performance of the Guaranteed Obligations and is a security agreement for the purposes of the PPSA. The Guarantor(s) agree that TASCO may register a financing statement, including any financing charge statement. The Guarantor(s) waive their right to receive a copy of any verification statement in respect of this security interest. To the extent that Chapter 4 of the PPSA applies to this security agreement, both TASCO & the Guarantor(s) contract out of the enforcement provisions in s115(1).

If TASCO is required by law to disgorge any payment received by it under the credit agreement or this Deed under any statutory provisions then the parties shall be restored to the rights which each would have had if the payment had not been made. The Guarantor shall indemnify TASCO against any resulting loss, cost or expense. This provision continues after this Deed is discharged.

Until the Guaranteed Money has been irrevocably paid and discharged in full the Guarantor is not entitled to and shall not, except as directed by TASCO:

(a) Be subrogated to TASCO or claim the benefit of any security interest or guarantee held by TASCO at any time;
(b) Either directly or indirectly prove in, claim or receive the benefit of, any distribution, dividend or payment arising out of or relating to the liquidation of the Company without the consent of TASCO; or
(c) Have or claim any right of contribution or indemnity from the Company or any security provider;

In this Deed, "the Company" means the company that has made application for a consumer/commercial credit account with TASCO, a copy of said application which is attached hereto. "Guaranteed Money" means all money which the Company (whether alone or not) is or at any time may become actually or contingently liable to pay to or for the account of TASCO (whether alone or not) for any reason whatever under or in connection with the credit agreement. It includes money by way of principal, interest, costs, indemnity, charges, duties or expenses or payment of liquidated or unliquidated damages under or in connection with the credit agreement, or as a result of a breach of or default under or in connection with the credit agreement and includes money that the

Company would have been liable to pay but for its liquidation, or some other reason.

The Guarantor shall make all payments without set-off, counter claim or other deduction (except any compulsory deduction for taxation).

This Deed binds any person who signs this Deed. The obligations of the Guarantor under this Deed bind its successors and permitted substitutes or assigns. If there is more than one Guarantor those obligations bind them jointly and severally. The provisions of this Deed survive termination of the credit agreement. TASCO may assign the benefit of this Deed without the consent of the Company or Guarantor

PRIVACY ACT 1988

The Guarantor(s) agree that TASCO may give to and seek from any other credit providers named in this application and any credit provider that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements.

The Guarantor(s) understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

Executed as a Deed by the persons signing as Guarantor's hereunder

Guarantor FULL NAME:		
SIGNED, SEALED and DELIVERED by:		DATE:
Home Address:		
Mobile:	DOB:	Drivers Licence No:
WITNESS NAME:		
WITNESS SIGNED:		DATE:

Guarantor FULL NAME:		
SIGNED, SEALED and DELIVERED by:		DATE:
Home Address:		
Mobile:	DOB:	Drivers Licence No:
WITNESS NAME:		
WITNESS SIGNED:		DATE:

Guarantor FULL NAME:		
SIGNED, SEALED and DELIVERED by:		DATE:
Home Address:		
Mobile:	DOB:	Drivers Licence No:
WITNESS NAME:		
WITNESS SIGNED:		DATE:

TASCO FUEL CARD FORM

Purchasers who have a current account or are making an application for an account with TASCO Inland Australia Pty Ltd ATF TASCO Inland Australia Unit Trust t/as TASCO Petroleum (TASCO) please complete this form if fuel cards are required.

Account Number ..... Application Date .....

Trading Name .....

Postal Address .....

Details of Card(s) Required

- Please fill in below the Vehicle Registration or Card Holder(s) name that you wish to appear on your card(s). You may have the card(s) issued by vehicle registration or individualised by the Card Holders Name.
- For security, all cards require a PIN number.
- Cards not used within a 13 month period are deemed inactive and will be cancelled.
- Please note cards can be used to purchase "all products" which includes shop items such as tobacco products, food, ice etc.
- If applying for more than 10 cards, please attach schedule on a separate sheet.

Vehicle Registration or Name	Monthly Card Limit (if required)	Fuel/Lubes Only	All Products	Odometer
1.	$	Yes/No	Yes/No	Yes/No
2.	$	Yes/No	Yes/No	Yes/No
3.	$	Yes/No	Yes/No	Yes/No
4.	$	Yes/No	Yes/No	Yes/No
5.	$	Yes/No	Yes/No	Yes/No
6.	$	Yes/No	Yes/No	Yes/No
7.	$	Yes/No	Yes/No	Yes/No
8.	$	Yes/No	Yes/No	Yes/No
9.	$	Yes/No	Yes/No	Yes/No
10.	$	Yes/No	Yes/No	Yes/No

DIRECT DEBIT Request Form

Request for Debiting Amounts to Accounts by Direct Debit Request

TASCO Inland Australia Pty Ltd ATF
TASCO Inland Australia Unit Trust
t/as TASCO Petroleum
ACN 070 478 625 ABN 64 676 389 090

A/C NUMBER:……(OFFICE USE)

I / We:

……
Name of Purchaser(s) giving Direct Debit Request

Of(Address) ……

Authorise and request You TASCO Inland Australia Pty Ltd ATF TASCO Inland Australia Unit Trust t/as TASCO Petroleum APCA User ID Number 064124

☐ To arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement overleaf.

I / We authorise the following:

The Debit User to verify the details of the above-mentioned account with my/our Financial Institution.
The Financial Institution to release information allowing the Debit User to verify the above-mentioned account details.

SIGNED: …… DATE:……/……/……

SIGNED: …… DATE:……/……/……

BANK ACCOUNT DETAILS

Name of the Financial Institution ……

Branch Address ……

Account Name ……

BSB Number …… /…… Account Number ……

☐ I/We request that you debit my/our bank account in accordance with our Agreement

Or

☐ I/We request that you debit my/our bank account in accordance with our Agreement and subject to one or more of the following conditions:

Frequency of Debit …… First Payment Date…… Final Payment ……

DIRECT DEBIT REQUEST SERVICE AGREEMENT – PURCHASER VERSION

This agreement made the_____ day of _____ 20_____ between TASCO Inland Australia Pty Ltd ATF TASCO Inland Australia Unit Trust t/as TASCO Petroleum (TASCO) (ABN 64 676 389 090) the registered office of which is situated at 220 Tenth Street, Mildura in the State of Victoria and _____ as the Purchaser:

A. TASCO supplies or intends to supply the Purchaser with petroleum products pursuant to the terms and conditions below.

B. The parties agree and acknowledge that it is imperative for proper and efficient operation of the business of TASCO and also the business of the Purchaser that there be timely delivery of petroleum products by TASCO to the Purchaser, and timely payment by the Purchaser to TASCO for the said petroleum products.

C. In order to effect the most timely payment of monies owing from time to time by the Purchaser to TASCO, the parties have agreed to the adoption of the Direct Debit Scheme ("the Scheme") administered by the Australian Payments Clearing Associated Limited (ABN 12 055 136 519) (APCA).

D. The parties acknowledge that the Scheme will be used to allow TASCO to debit the Purchaser's Financial Institution account under the Scheme for all monies payable to TASCO by the Purchaser on any account whatsoever but including

   a. Cash sales amounts owed by the Purchaser to TASCO under the agreement;

   b. Monthly debtors' account payments.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. The Purchaser warrants and undertakes that it will at all times ensure that cleared funds are available to enable full and immediate payment under the Scheme.
   1.1 If you wish to notify TASCO in writing about anything relating to this agreement, you should write to: The Finance Manager, TASCO Petroleum, PO BOX 5034, MILDURA, VIC 3502.
   1.2 TASCO may send notices either electronically to the Purchasers email address or by ordinary post to the address as provided to TASCO by the Purchaser.
   1.3 Any notice will be deemed to have been received on the third banking day after emailing or posting.

2. The Purchaser agrees and acknowledges that any breach of this agreement shall be deemed a breach of the Agreement and that, apart from any other rights or remedies of which TASCO may seek to avail itself under the Agreement, TASCO shall have the right to withhold the supply of any further petroleum products until any breach of the Direct Debit Request Service Agreement has been remedied and TASCO has been paid or reimbursed any fees or charges incurred by TASCO of any nature whatsoever, including legal costs, arising directly or indirectly out of any breach by the Purchaser of the Direct Debit Request Service Agreement.

3. In relation to any amount claimed or to be claimed by TASCO from the Purchaser under the Scheme, TASCO will furnish billing advice to the Purchaser in the following manner; by way of a GST (Products and Services Tax) complying Tax Invoice.

4. The parties agree that this Scheme shall remain in operation as the mode of payment of all monies by the Purchaser to TASCO (unless TASCO agrees in writing to any variation of this provision) for as long as the Agreement remains in operation between the parties or any assignee or assignees of them or either of them and the Purchaser agrees and undertakes that it will not do anything, or omit to do anything, which would prejudice the ongoing operation of the Scheme as the mode of payment of all monies by the Purchaser to TASCO during the currency of the Agreement.

5. TASCO agrees to provide not less than 14 days' notice to the Purchaser if it proposes to make any variation in the Direct Debit arrangements. The Purchaser may call the agreement to an end if the Purchaser on seven days written notice if the Purchaser does not accept the variation terms, but the Purchaser shall remain liable for all money owing for purchases made prior to calling this agreement to an end.

6. The Purchaser agrees to give TASCO not less than 7 days' notice to request deferment, cancellation, alteration or the stopping of a Direct Debit drawing. Notice must be provided in writing to: Credit TASCO Petroleum, PO Box 5034 Mildura VIC 3502 or to credit@tascopetroleum.com.au

7. In the event that the Purchaser for any reason disputes the entitlement of TASCO to have direct debited a sum from its Financial Institution's account pursuant to the Scheme, it will detail its complaint, and the reasons therefore, in writing to TASCO who agrees that it will use its best endeavours, in good faith, to resolve the complaint promptly. If the Purchaser is dissatisfied with the response provided by TASCO, then the Purchaser can direct its claim to its Financial Institution who will respond to the complaint.

8. The Purchaser acknowledges that direct debiting through BECS is not available on all accounts, or with all Financial Institutions. The Purchaser acknowledges that it has been advised to check account details against a recent statement from the Financial Institution with whom it currently deals, for the purposes of this Agreement. If the Purchaser is uncertain as to whether its Financial Institution is a participant in the Scheme, it has been advised to check with the Financial Institution or proposed Financial Institution before completing any Direct Debit Request form for the benefit of TASCO.

9. In the event that any payment required to be made under this Agreement is due on a day that is not a business day, then the day for payment of that drawing shall instead be the succeeding business day.

10. In the event that the Purchaser is uncertain as to when a debit will be processed by its Financial Institution and paid to TASCO's account, it should make all necessary enquiries beforehand direct to TASCO.

11. The Purchaser acknowledges that in the event that its Financial Institution returns or dishonours a drawing made under the Scheme, TASCO will contact the Purchaser by telephone to make separate arrangements to redraw the amount and any related Financial Institution fees from the Purchaser's Financial Institution account.

12. TASCO agrees that all Purchaser Information, Records and Account Details held by them will be kept confidential except for information provided to its Financial Institution to initiate drawings under the Scheme to its nominated Financial Institution account. The Financial Institution may also require such information to be provided in the event of a claim or in relation to an alleged incorrect or wrongful debit.

_____ Name: _____ Date: _____

Signed by the Purchaser

_____ Name: _____ Date: _____

Signed for and on behalf of
TASCO Inland Australia Pty Ltd ATF
TASCO Inland Australia Unit Trust
t/as TASCO Petroleum by its duly Authorised Agent

YOUR BULK DELIVERY POINT

Bulk Delivery Address .....

Please sketch the location of your bulk delivery point showing distances, main landmarks and roadways.

OFFICE USE ONLY

Trade Class ..... Sub Trade Class ..... Price Authority ☐ Yes ☐ No .....

Credit Check ☐ Yes ☐ NO Risk Assessment ☐ Yes ☐ No Tank Assessment ☐ Yes ☐ No

Direct Debit ☐ Yes ☐ No PPSA ☐ Yes ☐ No Insurance ☐ Yes ☐ No $.....

Portal ☐ Yes ☐ No Username..... Debtor Monitoring ☐ Yes ☐ No

Comments.....

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Risk ..... Credit Limit $..... A/C Number .....

Approved By ..... Date .....

Manager's/Supervisors Signature ..... Date .....