



CAMPBELL
PETROLEUM DISTRIBUTORS

Credit Account Application

Account Applications to:

Kel Campbell Pty Ltd
Credit Department
PO Box 206
PORT KEMBLA, NSW, 2505

Credit Department Contact details:

Telephone: 02 4276 5614
Facsimile: 02 4276 5650
Email: accounts@campbellpetroleum.com

Application Form for a Credit Facility with Kel Campbell Pty Ltd

PLEASE COMPLETE ALL APPLICABLE PARTS OF THIS CREDIT APPLICATION

1. IF APPLICANT IS A COMPANY OR INCORPORATED ASSOCIATION OR OTHER BODY (Delete as applicable)

Registered Name of Incorporated body _____ (The "Applicant")

ACN : _____ COMPANY TYPE Public Private

ARBN : _____ Incorporated Association Yes No

Trading Name/Business Name (if any) _____

Affiliated or Parent Company (if applicable) _____

2. IF APPLICANT IS A PARTNERSHIP/TRUST/SOLE TRADER (Delete as applicable)

Partnership/Trust/Proprietor Name _____ (The "Applicant")

Trading/Trustee Name (if any) _____

ACN : _____ Australian Business Number (ABN) : _____

Previous Trading Name (if applicable) _____

3. ALL APPLICANTS PLEASE COMPLETE (Delete as applicable)

Date Business Commenced ____ / ____ / ____

Nature of Business/Main Business _____

Activity Postal Address _____

Postcode _____

Business Address (Owned/Purchasing/Renting) _____

Postcode _____

Telephone Number () _____ Business Facsimile () _____

Mobile Number _____ Email Address _____

Appropriate Contacts for us at Applicant _____

Has the applicant or any Associated Company, Body or Person traded with our Company in the Past? YES NO

If Yes, under what Name? _____

ACCOUNT REQUIREMENTS – Please indicate your account requirements

Bulk Fuel Supply	Estimated Monthly Purchases (\$)	<input type="text"/>
Lubricants Supply	Estimated Monthly Purchases (\$)	<input type="text"/>
Distributor Card	Estimated Monthly Purchases (\$)	<input type="text"/>

COMMUNICATION PREFERENCES

ELECTRONIC DOCUMENT DISTRIBUTION – Receive your official documents in PDF format via email

Document Type

Recipient's Name

Recipient's Email Address

1. Invoice
2. Statement
3. Price Advice

<input type="text"/>
<input type="text"/>
<input type="text"/>

<input type="text"/>
<input type="text"/>
<input type="text"/>

CUSTOMER PORTAL ACCESS Yes, I would like to register for Portal Access

MARKETING MATERIAL No, I do not want to receive emails regarding offers and promotions

Application Form Cont'd

Details of: (Please Tick) Directors Partners Sole Trader Others

1. Name in Full _____ Date of Birth ____ / ____ / ____

Position/Occupation _____ Licence No: _____

Residential Address _____ Postcode _____

Owned Purchasing Renting

2. Name in Full _____ Date of Birth ____ / ____ / ____

Position/Occupation _____ Licence No: _____

Residential Address _____ Postcode _____

Owned Purchasing Renting

3. Name in Full _____ Date of Birth ____ / ____ / ____

Position/Occupation _____ Licence No: _____

Residential Address _____ Postcode _____

Owned Purchasing Renting

Trade References (Major Suppliers)

1. _____ Telephone Number (____) _____

Facsimile Number (____) _____

2. _____ Telephone Number (____) _____

Facsimile Number (____) _____

At any time has any proprietor, Director or Manager of the Applicant been the subject of bankruptcy proceedings or been a Associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a Scheme of Arrangement, Receivership, Voluntary Administration, Liquidation or to which an Administrator or Controller has been appointed?

YES NO

If Yes, please give details _____

OFFICE USE ONLY

Business Development Managers Comments: _____

Terms: _____ Depot/Region. _____

Business Development Managers Signature: _____ Date: _____

Distributor AmpolCard Order Form

4. IF THE APPLICANT WISHES TO APPLY FOR A DISTRIBUTOR AMPOLCARD (Please provide details as applicable)
PLEASE ISSUE CARDS IN THE FOLLOWING NAMES. IF MORE THAN 3 CARDS ARE REQUIRED, SUPPLY SEPARATE DETAILS

(4.1) CARD DETAILS (Please specify in the spaces below, the embossed Driver Name/or Registration required on card)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

MONTHLY LIMIT \$

Authorised Products & Features (Please Tick)

- | | |
|--|--------------------------------------|
| <input type="radio"/> ULP / E10 | <input type="radio"/> LPG |
| <input type="radio"/> AMPLIFY 95 | <input type="radio"/> LUBES / Adblue |
| <input type="radio"/> AMPLIFY 98 | <input type="radio"/> GOODS |
| <input type="radio"/> DIESEL / AMPLIFY DIESEL / Adblue | <input type="radio"/> ALL PRODUCTS |

SIGNATURE OF CARDHOLDER

- | |
|----------------------------------|
| <input type="radio"/> ODOMETER |
| <input type="radio"/> SIGNATURES |

(4.2) CARD DETAILS (Please specify in the spaces below, the embossed Driver Name/or Registration required on card)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

MONTHLY LIMIT \$

Authorised Products & Features (Please Tick)

- | | |
|--|--------------------------------------|
| <input type="radio"/> ULP / E10 | <input type="radio"/> LPG |
| <input type="radio"/> AMPLIFY 95 | <input type="radio"/> LUBES / Adblue |
| <input type="radio"/> AMPLIFY 98 | <input type="radio"/> GOODS |
| <input type="radio"/> DIESEL / AMPLIFY DIESEL / Adblue | <input type="radio"/> ALL PRODUCTS |

SIGNATURE OF CARDHOLDER

- | |
|----------------------------------|
| <input type="radio"/> ODOMETER |
| <input type="radio"/> SIGNATURES |

(4.3) CARD DETAILS (Please specify in the spaces below, the embossed Driver Name/or Registration required on card)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

MONTHLY LIMIT \$

Authorised Products & Features (Please Tick)

- | | |
|--|--------------------------------------|
| <input type="radio"/> ULP / E10 | <input type="radio"/> LPG |
| <input type="radio"/> AMPLIFY 95 | <input type="radio"/> LUBES / Adblue |
| <input type="radio"/> AMPLIFY 98 | <input type="radio"/> GOODS |
| <input type="radio"/> DIESEL / AMPLIFY DIESEL / Adblue | <input type="radio"/> ALL PRODUCTS |

SIGNATURE OF CARDHOLDER

- | |
|----------------------------------|
| <input type="radio"/> ODOMETER |
| <input type="radio"/> SIGNATURES |

5. CREDIT CONDITIONS

- (a) Credit is only given to the applicant in accordance with these conditions, regardless of any conditions contained in any order from the applicant;
- (b) The Company shall be entitled at all times, subject to express written notice to the contrary, to act as if all information provided in the Credit Application is true and correct in every particular and the Applicant warrants that it is. The Applicant shall indemnify and keep indemnified the Company from all losses, claims, costs, proceedings and expenses arising in connection with any failure by the Applicant to provide information in the Credit Application which is true and correct in every particular (or to provide the express written notice referred to in this clause).
- (c) The Applicant agrees and acknowledges that any person signing the Credit Application has full authority to do so.
- (d) The Applicant shall notify the Company promptly in writing if any variation occurs to any of the information supplied by the Applicant in the Credit Application or if there is any change in the control, ownership or structure of the Applicant. If the Applicant is a trustee:
 - (i) The Applicant agrees to produce a stamped copy of the relevant trust deed (with all amendments) on request by the Company, and
 - (ii) The Applicant warrants that it has full power and authority, for the benefit, purposes and objects of the trust, to make an application on behalf of the trust and the Applicant acknowledges that it shall be bound by the terms of this Credit Application both personally and as trustee.
- (e) Payment by the Applicant shall be made on or before the "Due Date" of the Tax invoice;
- (f) The Applicant agrees to be bound by these conditions or any conditions which vary, supersede or supplement these conditions. The Company may vary these conditions at any time by giving at least 30 days' notice in writing;
- (g) The Applicant acknowledges that the Company will have absolute discretion as to:
 - (i) Whether or not to provide credit to the Applicant;
 - (ii) How much credit will be given to the Applicant by the Company at any time and from time to time; and
 - (iii) Withdrawing credit facilities from the Applicant, which may occur at any time with or without notice, and for any reason whatever, including, without limitation, the, Company ascertaining that any part of the Credit Application is untrue or incorrect.
- (h) These conditions constitute a complete and exclusive statement of the agreements and understandings between the Company and the Applicant, regardless of any terms to the contrary which may have been expressed in any of the Applicant's documents and regardless of any previous statements or understandings. These conditions may only be varied in writing signed by a Director or Credit Manager of the Company.
- (i) The obligation of the Company to continue to sell and provide services to the Applicant (or both) is subject always to the Company being satisfied with the ability of the Applicant to pay all monies owing to the Company pursuant to any contract between the Applicant and the Company and also comply with these conditions. The Company may suspend or terminate the supply of services at any time and from time to time and shall not be liable in any way from any claim, damage or expense or costs suffered by the Applicant as a result.
- (j) The Applicant agrees and acknowledges that credit provided to the Applicant pursuant to this Credit
- (k) Application shall be provided solely for the purpose of a business operated by the Applicant.
- (l) In these conditions:

- (i) "Applicant" means the person, corporation, firm or body whose name appears as such in the Credit Application;
- (ii) "Credit Application" means the credit application properly completed by the Applicant
- (iii) "person" includes without limitation an individual, company, body, association whether incorporated or not, government or semi government authority and a local government body or council.

6. TITLE TO THE GOODS

- a. Property and title in the Petroleum Products will not pass to the Buyer until the Buyer has paid all amounts owing to the Supplier in full and the Buyer has met all of its other obligations to the Supplier.
- b. Any form of payment by the Buyer other than cash will not be deemed to be payment until it has been honoured, cleared or recognised.
- c. Until ownership of the Petroleum Products has passed to the Buyer according to clause a:
 - i. the Buyer is only a Bailee of the Petroleum Products and must return the Petroleum Products to the Supplier on request;
 - ii. the Buyer holds the benefit of insurance of the Petroleum Products on trust for the Supplier and must distribute to the Supplier the proceeds of any insurance in the event of the Petroleum Products being lost, damaged or destroyed;
 - iii. the Buyer must not sell, dispose, or otherwise part with possession of the Petroleum Products other than in the ordinary course of business and for market value;
 - iv. if the Buyer sells, disposes of or otherwise parts with possession of the Petroleum Products, then the Buyer must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to Supplier on demand of the Supplier;
 - v. the Buyer should not convert, process or intermingle the Petroleum Products with other goods, but if the Buyer does so then the Buyer holds the resulting product on trust for the Supplier's benefit and must sell, dispose of or return the resulting product to the Supplier as directed by the Supplier;
 - vi. the Buyer irrevocably authorises the Supplier to enter the premises where the Supplier believes the Petroleum Products are kept and recover possession of the Petroleum Products;
 - vii. the Supplier may recover possession of any Petroleum Products in transit whether or not delivery has occurred;
 - viii. the Buyer must not charge or grant any encumbrance over the Petroleum Products nor grant or otherwise give away any interest in the Petroleum Products while they remain the Supplier's property; and
 - ix. the Supplier may commence proceedings to recover the price of the Petroleum Products sold even if ownership in the Petroleum Products has not passed to the Buyer.

7. PERSONAL PROPERTY SECURITIES ACT

- a. This Agreement constitutes a security agreement for the purposes of the Personal Property Securities Act (PPSA) and creates a security interest in all Petroleum Products and Equipment that has previously been supplied and that will be supplied in the future by the Supplier to the Buyer.
- b. The Buyer must at its own cost promptly sign any further documents and provide any further information which the Supplier may reasonably require to:
 - i. register a financing statement or financing change statement in relation to a security interest on the PPSR; and
 - ii. register any other document required to be registered by the PPSA or correct a defect in a statement referred to in clause i.

- c. The Buyer indemnifies, and upon demand must reimburse the Supplier for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any security interest.
- d. The Buyer must not register or permit to be registered a financing statement or a financing change statement in relation to the Petroleum Products or Equipment in favour of a third party without the Supplier's prior written consent.
- e. The Supplier and Buyer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by this Agreement.
- f. The Buyer waives its right:
 - i. to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA;
 - ii. as a grantor or a debtor under sections 142 and 143 of the PPSA; and
 - iii. to receive a verification statement in accordance with section 157 of the PPSA.
- g. The Buyer must unconditionally ratify any actions taken by the Supplier under this clause 7.
- h. Terms used in this clause 7 have the meaning given to them by the PPSA.

- Dishonoured cheques – cheque drawn by you for \$100 or more which have been dishonoured more than once.
- That credit provided to you by Kel Campbell Pty Ltd has been paid or otherwise discharged.

Period to which this understanding applies
This information may be given before, during or after the provision of credit to you.

Statement by Applicant(s) for Credit
Please read carefully before signing. Where there is more than one applicant, each applicant must sign.

1. Giving Information to a Credit Reporting Agency (Section 18E (8) (C) Privacy Act 1988)
Kel Campbell Pty Ltd has informed me that it may give certain personal information about me to a credit reporting agency.
2. Access to commercial credit information (Section 18L (4) Privacy Act 1988)
I/we agree that Kel Campbell Pty Ltd may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

8. PRIVACY ACT 1988

Important Notice to Applicant(s) for Credit (Section 18(E)(1) Privacy Act 1988)

Notice of disclosure of your credit information to a credit reporting agency (Privacy Act 1988)

Kel Campbell Pty Ltd may give information about you to a credit reporting agency, for the following purposes:

- To obtain a consumer credit report about you, and/or
- To allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- Identity particulars – your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number.
- Your application for credit or commercial credit – the fact that you have applied for credit and the amount.
- The fact that Kel Campbell Pty Ltd is a current credit provider to you.
- Loan payments which are overdue by more than 60 days, and for which debt collection action has started.
- Advice that your loan repayments are no longer overdue in respect of any default that has been listed.
- Information that, in the opinion of Kel Campbell Pty Ltd you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).

3. Access to consumer credit information (Section 18K (1)(b) Privacy Act 1988)

I/we agree that Kel Campbell Pty Ltd may obtain a consumer credit report containing information about me from the credit reporting agency for the purpose of assessing my/our application for commercial credit.

4. Exchange of Credit Worthiness Information (Section 18N Privacy Act 1988)

I/we agree that Kel Campbell Pty Ltd may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- To assess an application by me/us for credit
- To notify other credit providers of a default by me/us
- To exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- To assess my/our credit worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and include a credit report.

SIGNATURES

Signed on behalf of the Applicant by (Please Tick)

- Directors Partners Sole Trader Others

PLEASE ENSURE ALL PAGES ARE SIGNED WHERE INDICATED

Signature: **X** _____

Signature: **X** _____

Print Name _____

Print Name _____

Print Title _____

Print Title _____

Dated / /

Dated / /

Direct Debit Request (DDR)

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



To: Kel Campbell Pty Ltd (ABN 11 002 783 342) (User Identification No: 509213) 16 Flinders Street
PORT KEMBLA, NSW, 2505 (referred to as "you")

Z2

I/We, [Full name(s) of customer(s)] _____
Or [Name of company] _____
ABN/ACN _____

I 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 the Australian Payments Clearing Association Limited, payable on the due date of the invoice or statement (or the next working day) OR \$[] monthly/quarterly/annually/other continuing until [_ / _ / _ _ _] or cancellation.

The Schedule

Name on account: _____
Financial Institute: _____
Account Number: _____
BSB Number: _____

Your contact details

Address or email (preferred method of contact): _____
Phone _____

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

FOR INDIVIDUALS

Signed by _____
Signature _____ Date _____

Second Signatory (if required) _____
Address or email (preferred method of contact): _____
Phone: _____
Signature _____ Date _____

FOR COMPANIES

Signed by _____
Signature _____ Date _____

Second Signatory (if required) _____
Address or email (preferred method of contact): _____
Phone _____
Signature _____ Date _____

Direct Debit Request Service Agreement

This agreement (DDR Service Agreement) outlines the terms and conditions of the Direct Debit arrangement between you and us ("Direct Debit Agreements")

You are deemed to have agreed to be bound by these terms and conditions upon your execution of the Direct Debit Request.

Direct Debit Arrangements

We will in accordance with the terms of the Direct Debit Request and any other existing agreement between you and us, periodically debit the Nominated Account for the general amount(s).

The debits will occur on daily, weekly, monthly or as agreed. The amount debited will vary according to your amount falling due. It will include any fees or charges agreed between us.

Of any drawing falls due on a non-business day, it will be debited to the Nominated Account on the next business day following the scheduled drawing date.

How to cancel or change Direct Debits

If you wish to make any Change to the Direct Debit Arrangements, please call our office during business hours.

For the purpose of this clause, a "Change" means any of the following:

- Deferment of a drawing;
- Alteration of the Direct Debit Arrangements;
- Stopping an individual debit;
- Suspension of the Direct Debit Request; or
- Cancellation of the Direct Debit Request completely.

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:

You have entered into an agreement with us, which provides that you must pay us direct debit. Accordingly, if you make a change to the Direct Debit Arrangements (eg. Stop a debit or cancel your Direct Debit Request), you may be in breach of your agreement with us, and we may pursue any remedy we have against you under that agreement. Accordingly, we urge you to check the terms of all existing agreements between you and us before requesting any Changes to the Direct Debit Arrangements.

Your Obligations

You must ensure that:

- (a) The Nominated Account can accept direct debits (your financial institution can confirm this); and
- (b) The Nominated Account has sufficient cleared 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.

You must advise us forthwith if the Nominated Account is transferred or closed. If any drawing is returned or dishonoured by your financial institution, we may, at our discretion, reprocess the transaction following receipt of the notification of the return or dishonour, or request an alternative form of payment 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.

Enquires

If you have any queries regarding the Direct Debit Arrangements, please direct them to us in the first instance. All queries should be made at least 3 working days prior to the next scheduled drawing date.

Claims

If you believe that a drawing has been initiated incorrectly, please direct your claim to us in the first instance, by calling our office during normal business hours. You must do this within 30 days of receiving your invoice or statement.

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.

You may contact your financial institution to make a claim, but your financial institution will ask you to first resolve the matter with us prior to lodging a claim with it.

Privacy

We will keep all personal customer information held by us confidential, 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) 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 in writing (include. Email) of any change to the terms of the Direct Debit Arrangements.

General

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

The laws of the State in which the application is executed govern this contract. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

Definitions

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

- **"Direct Debit request"** means the written, verbal or online request between us and you to debit funds from your account.
- **"Nominated Account"** means the account identified in the Direct Debit Request to be debited.
- **"We"** or **"us"** means Kel Campbell Pty Ltd. ABN 11 002 783 342
- **"You"** means the signatory to the Direct Debit Request and includes the Applicant for our account Credit Facility and/or Card Facility.