



Credit Application & General Conditions Of Supply Of Goods and Petroleum Products

Gradow Pty Ltd (ACN 008 972 281) Trading As Great Southern Fuel Supplies

We, the following Applicants

APPLICANT 1:

Full Name
Postal Address
Delivery Address
Phone Number
Fax Number
Email Address
Estimated Value of Monthly Purchase \$

APPLICANT 2:

Full Name
Postal Address
Phone Number

Or as shareholders and directors of the following company:

Company Name
ABN
Registered Office
Delivery Address
Trading Name
Business Name
Occupation
Phone Number
Fax Number
Email Address

Estimated Value of Monthly Purchase \$

Or as the partners of the following partnership:

Partnership Name

ABN

Postal Address

Delivery Address

Phone Number

Fax Number

Email Number

Estimated Value of Monthly Purchase \$

Payment Details:

Should you pay your account via cheque please advise;

Bank Name

Bank Branch

Nature of Account:

Bulk Fuel

Bulk Fuel and Distributor Card Use

Signed

Applicant 1:

Name and Title

Signed Applicant

Date

Applicant 2:

Name and Title

Signed Applicant

Date

Hereby apply to Great Southern Fuel Supplies for the supply of goods and petroleum products on the applicant(s) company /or the partnership as the case may be.

We hereby acknowledge that credit to the applicant(s) the company /or partnership is presently indebted to Great Southern Fuel Supplies in respect of petroleum product supplied on credit in the sum of \$

In consideration of the acceptance of this credit application by Great Southern Fuel Supplies, we the applicants agree that the following GENERAL CONDITIONS shall apply to all petroleum products supplied on credit including that represented by the present debt owing by the applicant the company or the partnership to Great Southern Fuel Supplies

We also acknowledge that this application may be accepted by Great Southern Fuel Supplies with or without special conditions and notwithstanding acceptance Great Southern Fuel Supplies always reserves the right to refuse to supply any petroleum products on credit with out explanation.

GENERAL CONDITIONS

1. The liability for payment of the purchase price of all petroleum products supplied on credit shall reside with the applicants as well as the company or partnership as principal debtors.
2. The liability of each of the applicant(s) and the company and /or partnership to Great Southern Fuel Supplies shall be joint and several.
3. The due date for payment shall be 14 days from end of month in which the petroleum products are supplied by Great Southern Fuel Supplies to the applicants the company and /or the partnership
4. Great Southern Fuel Supplies reserves the right to charge interest at the rate of 3% per fortnight on all outstanding monies calculated from the due date of payment.
5. On the due date for payment and there after Great Southern Fuel Supplies invoice shall be conclusive evidence of the monies due and payable and the applicants the company and /or partnership shall not be entitled to deny that the goods and or services referred to in Great Southern Fuel Supplies invoice were supplied or that the monies are due and owing and Great Southern Fuel Supplies shall not be required to accept and credit refund or return after the due date for payment.
6. In the event that the applicants or company is the trustee of a trust the applicants warrant that the trustee has the right of reimbursement from the corpus of the trust fund of the relevant subject trust.
7. The applicants acknowledge that it is an offence against the Corporations Law for an officer of a corporation to allow it to incur debt unless it to pay all of its debts as and when they fall due.
8. Title to the fuel supplied on credit will not pass to the company /or partnership until the price has been paid in full.
9. Until title to the fuel passes to the applicants company / or partnership:
 - 1) The applicants the company /or partnership shall hold the fuel in a fiduciary capacity for and on the behalf of Great Southern Fuel Supplies
 - 2) The applicants the company /or the partnership may sell the fuel to a third party for the value in the ordinary course of business provided that
 - a) If the third party has paid for the petroleum products the applicants the company or partnership shall hold the proceeds in trust for Great Southern Fuel Supplies
 - b) If the third party has not been paid for the petroleum products the applicants the company or the partnership will on demand assign to Great Southern Fuel Supplies its right of action against the third party
10. The applicants on behalf of themselves and the company and or partnership hereby charge with the payment if the purchase price of the fuel supplied on the credit has not been paid, all property owned by any of them separately or together or in which any of them have an interest. Including land and leaseholds interest, whether the property is now presently owned by any of them or is subsequently acquired and consent to the registration of an absolute caveat over the applicants land interests to be registered at the legal cost of the applicants the company or the partnership as the cause maybe.
11. The applicants the company or the partnership shall pay Great Southern Fuel Supplies all cost and expenses of and incidental to recovery of any monies due and payable including legal costs on a solicitor own client basis
12. The law applicable to the supply of goods on credit shall be the law of Western Australia.
13. Time shall be of the essence as to the time for payment for goods or services supplied.
14. The applicant (s) covenant that they are and duly authorized to bind and do hereby bind the company/or partnership to the terms contained in these special conditions.

EXECUTED AS A DEED

SIGNED APPLICANT 1:

SIGNED APPLICANT 2:

PRIVACY ACT 1988

To Gradow Pty Ltd Trading As Great Southern Fuel Supplies of Box 136 Lake Grace 6353 in the state of Western Australia, we, the following applicants for the supply of goods and petroleum products on credit

APPLICANT 1

Full Name

Residential Address

APPLICANT 2

Full Name

Residential Address

Company Name

ACN

ABN

Hereby provide the following authorities and acknowledgments pursuant to the privacy act 1988

- 1) We authorize you to obtain from a credit reporting agency a credit report containing person credit information about us in relation to the supply of petroleum products to us on credit
- 2) We authorize you to obtain from a credit-reporting agency a report containing person credit information about us in relation to the collection and payment of outstanding monies.
- 3) We authorize you to seek from the credit providers listed below and any credit providers named in a credit report issued by a credit reporting agency information about our credit arrangement.
- 4) We acknowledge that the information can include any information about 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.
- 5) We acknowledge that the information may be used for any of the following purposes
 - 1) To assess an application by us for credit.
 - 2) To notify other credit providers of a default by us.
 - 3) To exchange information with other credit providers as to the status of our account,
 - 4) To assess our credit worthiness:

Name Of Credit Provider 1

Contact Number **Fax Number**

Name Of Credit Provider 2

Contact Number **Fax Number**

Name Of Credit Provider 3

Contact Number **Fax Number**

Signed by Applicant 1

Signed by Applicant 2
On behalf of ourselves and the company

Dated the **day of** **200**

Signed by Applicant 1

At **in the said state of Western Australia**

Before me Witness

Signed by Applicant 2

At **in the said state of Western Australia**

Before me Witness

Distributor Card Order Form

Card One (please note there is a one off fee of \$2.75 per card)

Account Name

Account Number

Rego Number

Vehicle Description

Card Holder's Name

Services: Please Circle 1C 1E

1C Fuel, Gas, Lubes, Shop, Diner

1E Fuel, Gas, Lubes

Ordered by Date

Card Two (please note there is a one off fee of \$2.75 per card)

Account Name

Account Number

Rego Number

Vehicle Description

Card Holder's Name

Services: Please Circle 1C 1E

1C Fuel, Gas, Lubes, Shop, Diner

1E Fuel, Gas, Lubes

Ordered by Date

BUSINESS THAT DO NOT GIVE TRADE REFERENCES

Banks & Credit Societies
Finance Companies
Stock Agencies – Elders, Landmark etc.
Utility Company's – Telstra, Western Power & Water Authority
Bunnings
Barloworld
Kleenheat
Coca Cola Amitil
Southways – Albany
Albany Milk Distributors