

CREDIT APPLICATION FORM – TERMS 21 DAYS FROM MONTH END.

GENERAL TERMS AND CONDITIONS OF CREDIT ACCOUNT

In this Application:

“Matthews Petroleum” means Matthews Petroleum Pty Ltd ACN 054 660 374 of 15-17 Albert St, Warrnambool.

“Customer” means the applicant particulars of which are detailed in the Application.

“Product” means any petroleum product or other goods supplied by Matthews Petroleum to the Customer the supply of which is made pursuant to the terms and conditions of this application.

“Monthly Statement” means a statement issued by Matthews Petroleum to the Customer on the last day of a trading month detailing all purchases by the Customer during that month.

Trading Terms – Strictly 21 days from Month End.

1. The Customer must make payment of the amount owing pursuant to the Monthly Statement within 21 days of the date of the Monthly Statement.
2. Interest will be charged on any overdue amounts not paid in accordance with clause 1. Interest shall be calculated daily from the date of invoice at a rate being two per cent (2%) higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 and shall continue to run until the full amount owing including interest is paid in full.
3. Matthews Petroleum may recover from the Customer all reasonable expenses in obtaining or attempting to obtain payment on any overdue account.
4. If the account is overdue it may be suspended until brought within trading terms.
5. Credit may be withdrawn at any time without prior notice.
6. Matthews Petroleum reserves the right at all times to suspend or discontinue the supply of goods or services to the Customer without being obliged to give any reason for such action.
7. Matthews Petroleum reserves the right to vary these terms and conditions at any time by giving 30 days prior notice in writing to the Customer.
8. No other conditions will be implied or adopted unless accepted in writing by Matthews Petroleum.
9. In the event you default in making payment and recovery actions is undertaken, you will be responsible for all expenses in relation to the collection of the outstanding amount including, but not limited to, all charges and fees, legal costs on an indemnity basis, and disbursements.

Conditions of Sale of Product

1. The Customer will be responsible for all Product upon delivery. Product left at unattended sites are at the Customer’s risk.
2. Title to Product shall not pass to the Customer until payment in full has been received. Before payment has been received, Matthews Petroleum retains a lien on the Product for so much of the sale price outstanding and has the right to withhold delivery of further Product or retrieve the Product and deal with and resell that Product at its absolute discretion. The Customer authorises Matthews Petroleum to enter upon any property owned or occupied by the Customer where Product is stored for the purpose of giving effect to this clause.
3. These Conditions of Sale bind the Customer, its legal personal representatives, successors and assigns and in the case of a company any administrator, receiver, receiver and manager or liquidator of the company or other court appointed person. If the Customer is a company (in its own right or as trustee of a trust) it is a precondition of sale of Product that all directors of the Customer personally guarantee the Customer’s performance of its obligations to Matthews Petroleum.
4. The Customer acknowledges that all invoiced amounts are inclusive of Goods and Services Tax unless specifically exempted or stated.
5. The law of the State of Victoria shall apply in any dispute.

Cancellation or Termination

If the Customer cancels or terminates any order for Product then the Customer will compensate Matthews Petroleum for all costs incurred in the delivery and retrieval of Product.

Return of Product

1. The Customer has no right of return or refusal to accept Product once ordered unless defective.
2. Matthews Petroleum may at its discretion accept return of Product which is standard stock provided that :
 - 2.1 Product is undamaged;
 - 2.2 Original Invoice is returned with the Product;
 - 2.3 Notification of return is made within 7 days of date of invoice and Product is returned within 14 days of date of invoice;
 - 2.4 Restocking fee is paid by the Customer; and
 - 2.5 Costs arising from the return of Product is paid by the Customer (that is, cartage, labour etc.).

PARTNERSHIP / SOLE TRADER (ALSO COMPLETE PAGE 5)

(Individual / Partners / Spouses carrying on business under own names or registered business name):

Trading/ Business Name Date Registered

A.B.N. Years Trading

Trade or Occupation

Residential Address Postcode

Postal Address Postcode

Phone (BH) Phone (AH) Mobile

Email Address..... Fax No

Business Premises (please tick appropriate box) Rented Leased Owned

Home (please tick appropriate box) Rented Leased Owned

Receive Statement by Email? Yes No

NAMES & ADDRESSES OF ALL PARTNERS

Name	Date of Birth	Drivers Licence No.	Address
1.			
2.			
3.			

1. Provide names of persons authorised to use account:

Name	Position
1.	
2.	
3.	
4.	

2. Have the Principals/Business previously operated under any other name? – Yes No (tick box)

If yes – please provide details

.....

.....

3. Trade References – Other Businesses you have run accounts with :

Name	Address	Phone
1.		
2.		
3.		
4.		

I/we declare that I/we have read, understood and agree to comply with the trading terms and conditions of Matthews Petroleum, as stated in this application form.

I/we declare the submitted facts to be true and correct to the best of my/our knowledge.

I/we confirm that I/we are authorised to complete and sign this application and where the Applicant is a company do so with the express authority of the Applicant.

I/we undertake to advise you in writing immediately, of any changes to our trading details.

Signature of Applicant Date / /

..... Date / /

Witness Date / /

COMPANY OR TRUST (DIRECTORS GUARANTEE MUST BE COMPLETED - ALSO COMPLETE PAGE 4 & 5)

Company Name Date Incorporated

Name of Trust

Trading as
(If Business Name other than Company Name)

Type of Business ACN ABN

Postal Address

Trading/ Delivery Address

Phone (BH) Phone (AH) Mobile

Email Address Fax Number

Receive Statement by Email Yes No

Registered Office Address Postcode

Business Premises (please tick appropriate box) Rented Leased Owned
Home (please tick appropriate box) Rented Leased Owned

NAME & ADDRESSES OF ALL DIRECTORS / TRUSTEES

Name	Address	Date of Birth	Drivers Licence No.	Phone
1.				
2.				
3.				
4.				

DIRECTORS GUARANTEE

(this MUST be completed by all directors of applicant company/trust)
IN CONSIDERATION of R. & P. MATTHEWS PTY.LTD. T/AS MATTHEWS PETROLEUM
AC.N. 054 660 374 1155 RAGLAN PDE WARRNAMBOOL VIC 3280
supplying Product and giving credit to

..... Pty Ltd ACN ("the Customer")

of (Address of Company)

at the request of the Guarantors named in the Schedule, the Guarantors:

- covenant and agree with Matthews Petroleum that the Guarantors will be jointly with the Customer and severally liable to Matthews Petroleum for the due observance of all the terms covenants and conditions on the part of the Customer contained in this application;
- guarantee to Matthews Petroleum by way of continuing guarantee the due and punctual payment of the Customer of all moneys payable by the Customer to Matthews Petroleum for supply of Product and other moneys due including but not limited to interest and miscellaneous charges and the due performance and observance of the all the terms covenants and conditions on the part of the Customer contained in this application. The granting of any time concession or any indulgence to or the making of any composition with or the waiver of Matthews Petroleum of any breach of default by the Customer or the neglect or forbearance of Matthews Petroleum to enforce such terms of this application or any moratorium or other period during which all or any of Matthews Petroleum's rights, remedies or recourse are stayed or suspended by statute on the order of any court or other authority will not stay suspend avoid release or discharge this guarantee and if any payment by or on behalf of the Customer to Matthews Petroleum is avoided or is set aside under any law relating to insolvency or otherwise liability under this guarantee shall include payment to Matthews Petroleum by the guarantor of a sum equal to the amount of the payment so avoided or set aside; and
- in the event that that the terms of the application are not enforceable by Matthews Petroleum against the Customer for any reason the guarantors agree to indemnify Matthews Petroleum against its loss which would include all moneys which would have been payable or recoverable by the Customer had the agreement evidenced by the application been fully enforceable against the Customer.
- acknowledge that if there is more than one guarantor the liability pursuant to this guarantee shall be joint and several.

DATED this day of 20.....

DIRECTORS FULL NAME TITLE SIGNED SIGNED AS

..... Guarantor Witness
..... Guarantor Witness
..... Guarantor Witness
..... Guarantor Witness

COMPANY OR TRUST CONTINUED

4. Trade References:

Name	Address	Date of Birth	Drivers Licence No.	Phone
1.				
2.				
3.				
4.				

I/we declare that I/we have read, understood and agree to comply with the trading terms and conditions of Matthews Petroleum, as stated in this application form.

I/we declare the submitted facts to be true and correct to the best of my/our knowledge.

I/we confirm that I/we are authorised to complete and sign this application and where the Applicant is a company do so with the express authority of the Applicant.

I/we undertake to advise you in writing immediately, of any changes to our trading details.

(I certify that I am authorised to supply Matthews Petroleum with this information)

Signature of Applicant Date / /

Witness Date / /

TO BE COMPLETED BY ALL APPLICANTS

Estimated Monthly Purchases: \$
Products: (Petrol: \$.....) (Diesel: \$.....)
(Autogas: \$.....) (Other: \$.....)
Bulk Deliveries: Yes No
Retail Purchases: Yes No
Number of Fuel Cards Required: (.....)
Special Details for Fuel Cards:

PLEASE CIRCLE THE MAIN SITE FROM WHICH YOU WILL PRIMARILY PURCHASE PRODUCT

(Fuel Card can be used at any of the following Matthews Petroleum Retail Sites:)

- 1. BP Camperdown Roadhouse
- 2. BP Cobden Roadhouse
- 3. BP Hamilton (Lonsdale St)
- 4. BP Mt Gambier (Jubilee Hwy)
- 5. BP Mt Gambier (O’Leary Rd late 2017)
- 6. BP Mortlake
- 7. BP Port Fairy Roadhouse
- 8. BP Portland (Ring Road)
- 9. BP Terang
- 10. BP Warrnambool Depot
- 11. BP Warrnambool (Jamieson St)

NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY

Under Section 18E (8) (c) of the Privacy Act, Matthews Petroleum is allowed to give a Credit Reporting Agency or other credit provider personal information about your credit application. The information which may be given to an Agency is covered by Section 18E(1) of the Act and includes:

- Identify particulars (as permitted by the privacy Commissioner’s determination issued under Section 18E(3);
- The fact that you have applied for credit and the amount;
- The fact that Matthews Petroleum is a current credit provider to you;
- Payments, which become overdue more than 60 days, and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by you which have been dishonoured more than once;
- In specified circumstances, that in the opinion of Matthews Petroleum, you have committed a serious credit infringement;
- That credit provided to you by Matthews Petroleum has been paid or otherwise discharged.

I have read the Notice of Disclosure Signed Date: / /

ACKNOWLEDGMENTS AND CONSENTS IN RELATION TO THE PRIVACY AMENDMENT ACT 1990

If Matthews Petroleum considers it relevant to assess my application for credit, I agree to Matthews Petroleum obtaining a report about my credit worthiness from a business, which provides information about the credit worthiness of persons. I agree that Matthews Petroleum 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 credit arrangements. I understand that this information can include any information about my 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 understand that this information may be used for the following purposes:

- To assess an application by me for credit.
- To notify other credit providers of a default by me.
- 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 credit worthiness.

All signatories / and / or directors must sign
I have read the Acknowledgments & Consents

Signed Date: / / Signed Date: / /