



CREDIT APPLICATION AND CREDIT ACCOUNT CONDITIONS

Please complete and return to Agstop by email to accounts@agstop.com.au

This Credit Application shall be in respect of Granjero Pty Ltd ACN 110 226 581 as trustee for the Granjero Trust, trading as Agstop (Agstop)

CUSTOMER'S DETAILS

Please complete this section if you are a company

Full name of company:	_____	ACN:	_____
Trading name:	_____	ABN:	_____
If the company is a trustee of a trust, full name of the trust:	_____	ABN of the trust:	_____

Please complete this section if you are a partnership

Full names:	_____	ABN:	_____

Please complete this section if you are an individual

Full name:	_____
Full name of trust (if applicable):	_____

CUSTOMER'S BUSINESS

Type of business:	_____
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CUSTOMER'S ADDRESS & CONTACT DETAILS

Postal address:	_____		
Business address:	_____		
Attention to:	_____	Telephone:	_____
Mobile:	_____	Email:	_____
Website:	_____		
Fuel delivery address 1:	_____		
Tank Location:	_____	Site Contact:	_____
Mobile:	_____	Email:	_____
Fuel delivery address 2:	_____		
Tank Location:	_____	Site Contact:	_____
Mobile:	_____	Email:	_____
Fuel delivery address 3:	_____		
Tank Location:	_____	Site Contact:	_____
Mobile:	_____	Email:	_____

APPLICATION FOR CREDIT

The Customer is applying to Agstop for a credit account: Number of days of credit sought: 21 days from end of month

Monthly credit limit sought: \$

DETAILS OF OWNERS / DIRECTORS OF THE CUSTOMER

Full name: _____ **Position:** _____

Date of birth: _____ **Driver's licence no.** _____

Address: _____

Full name: _____ **Position:** _____

Date of birth: _____ **Driver's licence no.** _____

Address: _____

CUSTOMER'S BANK

Name of bank: _____ **Branch:** _____

Contact person: _____ **Contact No.:** _____

TRADE REFERENCES

Full name: _____ **Position:** _____

Organisation: _____ **Phone:** _____

Full name: _____ **Position:** _____

Organisation: _____ **Phone:** _____

By signing this Credit Application, I warrant to Granjero Pty Ltd as trustee for the Granjero Trust ABN 88 163 305 616 (**Agstop**) that:

- 1.1 the information provided in this Credit Application is true and correct in all respects;
- 1.2 the Customer consents to Agstop obtaining information from authorised credit rating agencies in support of this Credit Application;
- 1.3 I have read, understood and agree to the attached Credit Account Conditions;
- 1.4 if credit is extended to the Customer, the Customer will be bound by the attached Credit Account Conditions (as amended from time to time);
- 1.5 consent has been obtained from each individual whose details are set out in this document to the provision of the information; and
- 1.6 I am authorised to sign on behalf of the Customer and to bind the Purchaser.

SIGNED AS AN AGREEMENT

BY THE CUSTOMER

Signed: _____ Name: _____ Date: _____

Signed: _____ Name: _____ Date: _____

I warrant to Agstop that I am authorised by the Customer to make this application for credit and enter into this agreement for the Customer.

BY AGSTOP (IF AGSTOP AGREES TO APPROVE THE CUSTOMER'S APPLICATION FOR CREDIT)

Signed: _____ Name: _____ Date: _____

CREDIT ACCOUNT CONDITIONS

1. GENERAL

- 1.1 These Terms, together with any Credit Application completed and submitted to Agstop by the Customer:
 - (a) form a contract between the Customer and Agstop;
 - (b) apply to every order for Goods and/or Services placed by the Customer with Agstop; and
 - (c) can only be varied by written agreement between the Customer and Agstop.
- 1.2 Any other contractual terms proposed by the Customer that are contrary to or inconsistent with these Terms do not apply, nor do they constitute a counter-offer unless approved by Agstop in writing.
- 1.3 Subject to clause 1.2, by receiving delivery and/or supply of all or a portion of ordered Goods, the Customer will be deemed to have accepted these Terms and to have agreed that they apply to the exclusion of all others.

2. CREDIT TERMS

- 2.1 Agstop may only supply Goods once this Credit Application has been completed, signed by the Customer and approved by Agstop.
- 2.2 The granting of credit is entirely at Agstop's discretion and Agstop may withdraw or vary credit at any time. No representation has been made by Agstop or any person on its behalf that this Credit Application will be accepted.

3. PRICE AND PAYMENT

- 3.1 Payment is due on or before each Payment Date, without deduction or setoff.
- 3.2 If the Customer fails to make a payment when due then the Customer is liable for and must pay on demand to Agstop all costs and expenses (including legal costs on a solicitor and own client basis) incurred by Agstop in the recovery or attempted recovery of any overdue amounts.
- 3.3 Amounts received by Agstop may be applied by Agstop in its absolute discretion, including toward payment of any interest, costs or expenses owing to Agstop before being applied against any amounts invoiced for Goods or Services which remain unpaid from time to time.
- 3.4 All applicable taxes (including GST), duties and surcharges (including credit card surcharges) relating to the sale of Goods or Services must be paid by the Customer at the time of payment of the invoice.

4. DELIVERY AND SUPPLY

- 4.1 Agstop may refuse or cease to supply the Goods and/or Services to the Customer at any time without cause.
- 4.2 Agstop will endeavour to comply with the Customer's reasonable order specifications and meet the delivery dates and instructions requested by the Customer. However if there is any delay of delivery or failure to meet delivery instructions for any reason the Customer will not be entitled to claim compensation from Agstop or cancel or rescind the order.
- 4.3 Agstop is not liable for any loss resulting directly or indirectly from Agstop's failure to supply Goods where:
 - (a) Agstop has insufficient goods to fulfil the order;
 - (b) the Goods ordered have been discontinued; or
 - (c) Agstop has determined, in its absolute discretion, that credit or Goods should no longer be extended to the Customer.
- 4.4 If an event occurs that is beyond the reasonable control of Agstop and results in Agstop being unable to observe or perform an obligation under these Terms on time (including acts of God, natural disaster, war, malicious damage, strikes, fire, shortages of goods or transport or import restrictions) Agstop will have no obligation to deliver Goods and/or Services while the circumstances continue and Agstop may cancel or rescind all or any part of an order or keep the order on hold.

5. GST

- 5.1 It is agreed that all amounts agreed to be paid under or in connection with these Terms are exclusive of GST unless otherwise specified.
- 5.2 If GST is levied or imposed on or in respect of any supply under or in connection with these Terms, then the amount payable for that supply is increased by the applicable rate of GST.
- 5.3 Payment of the GST must be made at the same time and in the same manner as the payment is required under or in connection with these Terms.
- 5.4 In relation to each supply under or in connection with these Terms, Agstop must provide the recipient a tax invoice in the form required by the GST Law.

6. RISK

- 6.1 The risk in the Goods passes from Agstop to the Customer on Delivery.
- 6.2 If Agstop accepts the return of any Goods in accordance with these Terms, risk in those Goods reverts to Agstop on delivery of those Goods to Agstop or collection by its agent or courier.

7. RETENTION OF TITLE

- 7.1 Despite the passing of risk, the Goods supplied by Agstop to the Customer remain the property of Agstop and title will not pass to the Customer until it has paid for those Goods in full.
- 7.2 Where the Customer disposes of the Goods before payment to Agstop, the sale proceeds of such disposal are the property of Agstop and the Customer will hold those proceeds on trust for Agstop. In disposing of the Goods before payment to Agstop, the Customer does so as Agstop's fiduciary agent.
- 7.3 Agstop may enter the Customer's premises or elsewhere within business hours and seize any Goods which have not been paid for by the Payment Date or if the Customer becomes bankrupt or is subject to matters in clause 14.2(c) without notice to the Customer. The Customer waives the right to receive any statutory or PPSA Notice.
- 7.4 While the Goods remain the property of Agstop, the Customer agrees:
 - (a) to store the Goods separately at its premises so the Goods can be easily identified;
 - (b) to only dispose of the Goods in the ordinary course of its business;
 - (c) to not cause the Goods to lose their identifiable character or be intermingled with other goods by any process of its own or by a third party, except with Agstop's prior written consent;
 - (d) that the Customer has no right or claim to any interest in the Goods to secure any liquidated or unliquidated debt or obligation that Agstop owes to the Customer;
 - (e) that the Customer cannot claim any lien over the Goods;
 - (f) not to create any absolute or defeasible interest in the Goods in relation to any third party except with Agstop's prior written consent; and
 - (g) to not alter, remove or obliterate any labels or otherwise modify the Goods.

8. PPSA

- 8.1 The Customer acknowledges and agrees that this is a security agreement for the purposes of PPSA and that Agstop may register one or more security interest in the Goods and their proceeds as a purchase money security interest on the register, at the expense of the Customer.
- 8.2 Where the PPSA applies to action taken by Agstop in relation to the Goods, the Customer waives its right to receive any notices required under sections 95, 118, 120, 121(4), 123, 129, 130, 132(4) and/or 135 of the PPSA.
- 8.3 The Customer waives its rights under section 157 of the PPSA to receive notice of a verification statement.

9. CANCELLATION OF ORDERS

- 9.1 Once orders are placed by the Customer and accepted by Agstop they may only be cancelled with the written approval of Agstop.
- 9.2 Agstop is under no obligation to approve a cancellation of an order.
- 9.3 If Agstop accepts the cancellation of an order, Agstop will be entitled to charge a reasonable fee for the cost of any work, disbursements, cancellation fees of third parties, materials and/or any administrative costs incurred by Agstop up to cancellation, which the Customer agrees to pay.

10. RETURN OF GOODS

- 10.1 The Customer must inspect the Goods immediately upon Delivery.
- 10.2 Claims regarding the quality, nature, fitness or conformance with the description of the Goods must be made in writing to Agstop within 7 days of Delivery or the Goods are deemed to be accepted by the Customer.
- 10.3 Agstop may authorise the Customer to return disputed Goods for inspection. Agstop will not accept returns of Goods without prior written authorisation.
- 10.4 If returned Goods are found to be faulty, Agstop will bear the freight costs for their return. If the Goods are not faulty or where the return has not been previously authorised by Agstop, the Customer will bear the freight costs for their return unless otherwise agreed in writing.
- 10.5 Disputed Goods will only be considered for return if they are in the order and condition that they were when delivered to the Customer, and accompanied by documentation showing:
 - (a) the Customer's name, address and account number;
 - (b) Agstop's invoice number;
 - (c) the reason for the return; and
 - (d) Agstop's return authorisation reference.

CREDIT ACCOUNT CONDITIONS

- 10.6 If a claim under clause 10.2 is justified and made in accordance with these Terms, Agstop may at its option:
- reduce the price of the Goods by agreement with the Customer;
 - accept the return of the Goods and, subject to the Goods being returned in the same condition as they were when delivered to the Customer, refund to the Customer the price paid for the Goods; or
 - replace the Goods,
- and no additional claims for loss of any nature whatsoever may be made by the Customer against Agstop.
- 10.7 This clause 10 will not affect the rights of the Customer's customers under Sale of Goods or other applicable legislation to return Goods where faults are discovered after purchase of the Goods from Agstop.
- ### 11. CHANGE OF OWNERSHIP
- 11.1 The Customer must give written notice to Agstop at least 7 days before:
- the sale of its business; or
 - a change of control or ownership occurs in relation to the Customer (including where there is a change in the shareholding so that a different person or persons will control the board of directors of more than 50% of the voting shares (except in the case of a publicly listed company)).
- 11.2 A new Credit Application must be completed and approved by Agstop before Agstop will accept orders from a new owner of the business of the Customer which has had a change of control.
- ### 12. LIMITATION OF LIABILITY
- 12.1 Subject to clauses 12.3 and 12.4, Agstop excludes all statutory guarantees and/or implied terms and warranties to the maximum legal extent and, to the extent that terms and warranties cannot be so excluded, Agstop limits its liability under them to (at Agstop's election):
- the replacement of the Goods or the supply of the equivalent goods;
 - the payment of the cost of replacing the Goods or requiring equivalent goods.
- 12.2 Agstop is not liable to the Customer under these Terms for any:
- losses of an indirect or consequential nature; or
 - loss of profit, sales, turnover, reputation, retailers, goodwill, anticipated savings, opportunities or loss in connection with another contract.
- 12.3 Nothing in these Terms will exclude, restrict or modify the application of any legislation, including any statutory guarantee, which by law cannot be excluded, restricted or modified.
- 12.4 Anything in these Terms that purports to exclude or limit a term, warranty, statutory guarantee or pre-contractual statement shall apply to the maximum extent permitted by law.
- ### 13. INDEMNITY
- If the Customer breaches any of these Terms, it will be liable to and indemnify Agstop against all costs, charges and expenses incurred by Agstop as a consequences of that breach, including but not limited to all legal costs, charges and expenses incurred and calculated on a solicitor/own client basis.
- ### 14. SUSPENSION OR TERMINATION
- 14.1 Agstop may cease accepting orders from the Customer at any time.
- 14.2 Without prejudice to any of its other rights, Agstop may suspend deliveries, require payment in advance of delivery or terminate any or all of the Customer's orders by written notice to the Customer if the Customer:
- defaults on any payment under these Terms;
 - being a natural persons commits an act of bankruptcy;
 - being a corporation, is subject to:
 - a petition being presented, an order being made or a meeting being called to consider a resolution for the Customer to be wound up, deregistered or dissolved;
 - a receiver, receiver and manager or administrator under the *Corporations Act 2001* being appointed to all or any part of the Customer's property and undertaking;
 - the entering of a scheme of arrangement (other than for the purpose of restructuring);
 - any assignment for the benefit of creditors; or
 - fails to comply with or set aside a creditor's statutory demand when required.
- ### 15. NOTICES
- Any notice from one party to the other will be effective if served personally, by fax, email or pre-paid post to the registered office of a party or its last known place of business. The notice will be deemed to have been received within 2 business days of posting or immediately if served personally or by fax or email.
- ### 16. OTHER COVENANTS
- 16.1 Agstop may at any time after giving at least fourteen (14) days notice in writing to the Customer vary these Terms. The Terms as varied will not apply to any sale already in existence at the date of change.
- 16.2 A party's failure or delay to exercise a power or right does not operate as a waiver of it. The exercise of a power or right does not preclude its exercise in the future or the exercise of any other power or right.
- 16.3 Any provision of these Terms that, by its nature, is intended to survive termination of these Terms will continue to operate after the supplier/buyer relationship of the parties is terminated.
- 16.4 If any provision of these Terms is found to be invalid or unenforceable then it is deemed to be severed and the remainder of these Terms will remain valid and enforceable.
- 16.5 The Customer may not assign the benefit of these Terms except with the prior written consent of Agstop.
- 16.6 Unless otherwise agreed in writing Agstop and the Customer acknowledge that these Terms constitute the entire agreement in relation to its subject matter. All representations, communications, and prior agreements are superseded by these Terms.
- 16.7 The laws in force in the State of Queensland govern these Terms and the parties submit to the nonexclusive jurisdiction of the Courts of that State and Courts able to hear appeals from them.
- ### 17. PRIVACY ACT 1988 (PRIVACY ACT)
- 17.1 To enable Agstop to assess the Customer's application for credit, the Customer authorises Agstop:
- to obtain from a credit reporting agency a credit report containing personal information about it and its guarantors; and
 - to obtain a report from a credit reporting agency and other information in relation to its commercial credit activities;
- AND authorises Agstop to give to and obtain from any credit provider named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about its credit arrangements. The Customer understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other.
- 17.2 The Customer understands the information can be used for the purposes of assessing its application for credit, assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.
- ### 18. PERSONAL GUARANTEE
- 18.1 If required by Agstop, a Customer who is a proprietary limited company or who is a corporate trustee of a trust must cause at least two directors or shareholders (determined by Agstop in its absolute discretion) to enter into a Guarantee and Indemnity on terms and conditions satisfactory to Agstop.
- ### 19. DEFINITIONS
- 19.1 Unless the context requires otherwise, in these Terms:
- Customer** means the person/entity purchasing Goods and described in the Credit Application;
 - Goods** means the goods which the Customer has ordered from, or been supplied with by, Agstop from time to time;
 - GST** means the goods and services tax under the GST Law;
 - GST Law** means A New Tax System (Goods and Services Tax) Act 1999 and includes other GST related legislation;
 - Invoice** means an invoice issued by Agstop to the Customer for Goods and/or Services;
 - Payment Date** means, where credit is available to the Customer - the date which is not later than 14 days after the end of the month in which Goods or Services have been invoiced by Agstop to the Customer, otherwise, the payment date specified in Agstop's invoice;
 - PPSA** means the Personal Property Securities Act 2009;
 - Sale Price** means the amount specified in Agstop's invoice for the Goods and/or Services, including freight costs (if any) and GST;
 - Services** means any services provided by Agstop to the Customer or which Agstop has agreed to arrange for the Customer;
 - Terms** means these Credit Account Conditions, as amended from time to time.