



A.C.N. 111 402 110  
 Mobil Distributor  
**Adelaide**  
 PO Box 1163  
 North Adelaide SA 5006  
 Telephone: (08) 8361 8338  
 Facsimile: (08) 8361 8348

**PRIVATE AND CONFIDENTIAL**  
**Application for Credit Account**

Please tick applicable purchase location:  **Pt Augusta**  **Pt Lincoln**  **Wudinna**   
 **Mozies Truck Stop S/S**  **Ceduna**  **WA**  **Other**

**Business Details**

I/We hereby apply for Credit Accommodation with **MOGAS REGIONAL PTY LTD** in accordance with your Terms and Conditions and submit the following confidential information for this purpose only.

Registered Business Name   
 Business Trading Name   
 Affiliated or Parent Companies   
 ACN (for companies)  ABN   
 Street Address   
 State  Post Code   
 Postal Address (if different from above)   
 State  Post Code

**Contact Details**

Contact Name re Account Enquiries  Title   
 Business Phone No.  Fax No.   
 After Hours No.  Mobile No.   
 Contact Name re Operations  Title   
 Business Phone No.  Fax No.   
 After Hours No.  Mobile No.

**Nature of Business**

Description of Main Business

**Entity Type** (tick as applicable)

Public Coy  Partnership  Joint Venture  Private Coy  Year Business Commenced   
 Sole Trader  Government  Trustee Coy  Other (specify)

**Customer Type** (tick as applicable)

Reseller  Consumer  Primary Producer  Mining   
 Transport  Marine  Other (specify)

Are business premises: Owned  Leased  Mortgaged  Rented

Bank  Branch

## Delivery Details

Delivery Point Location 1	<input type="text"/>	State	<input type="text"/>	Post Code	<input type="text"/>
Delivery Point Location 2	<input type="text"/>	State	<input type="text"/>	Post Code	<input type="text"/>
Delivery Point Location 3	<input type="text"/>	State	<input type="text"/>	Post Code	<input type="text"/>

(Please attach additional addresses if there is more than three)

## Sole Trader / Partners / Directors Names & Addresses

Note: If more than three partners/directors please provide details on a separate page.

<b>i) Full Name:</b>	<input type="text"/>	Telephone No.:	<input type="text"/>		
Address	<input type="text"/>	State	<input type="text"/>	Post Code	<input type="text"/>
D.O.B.	<input type="text"/>	Driver's Licence No.:	<input type="text"/>		
<b>ii) Full Name:</b>	<input type="text"/>	Telephone No.:	<input type="text"/>		
Address	<input type="text"/>	State	<input type="text"/>	Post Code	<input type="text"/>
D.O.B.	<input type="text"/>	Driver's Licence No.:	<input type="text"/>		
<b>iii) Full Name:</b>	<input type="text"/>	Telephone No.:	<input type="text"/>		
Address	<input type="text"/>	State	<input type="text"/>	Post Code	<input type="text"/>
D.O.B.	<input type="text"/>	Driver's Licence No.:	<input type="text"/>		

Has either the business or any of its directors ever had, or there are now, any legal judgements or proceedings filed against them?

Yes  No  If yes, please provide details and attach to the application

## Trade References (Not Finance/Credit Cards or Financial Institutions)

	Name	Address	Phone	Facsimile
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Previous Fuel Supplier  Est Monthly Purchase \$

## Credit Requirements

Estimated monthly Requirements (minimum purchase must be over \$500 per month)

PULP (litres)  ULP (litres)  Diesel (litres)  Lubes (litres)

Credit Limit Requested \$  Terms Requested 7  30

For all credit limits over \$10,000, you MUST attach a copy of your latest Financial Statements (Profit & Loss and Balance Sheets)

## Privacy Act Completion is mandatory of all new applications

If MOGAS REGIONAL Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to MOGAS REGIONAL Pty Ltd obtaining from a credit reporting agency(s) a credit report containing personal credit information about me/us in relation to commercial credit provided by MOGAS REGIONAL Pty Ltd.

I/we agree that MOGAS REGIONAL Pty Ltd may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report(s) 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 receive or give to each other under the Privacy Act. (Please include all Partners/Proprietors/Directors etc.)

I have received from MOGAS REGIONAL Pty Ltd the conditions of sale documentation (included in this credit application) and acknowledge that I have read and agree to be bound by them. In particular, in the event that I/we cease trading with MOGAS REGIONAL Pty Ltd I/we will pay all monies owing and further I/we agree to pay all legal costs and other costs incurred by MOGAS REGIONAL Pty Ltd in collecting any monies owing.

Signature of authorised representative:

	Name	Position Held	Signature	Date
1. Director/Applicant:	<input type="text"/>	<input type="text"/>	<input type="text"/>	/ /
2. Director/Applicant:	<input type="text"/>	<input type="text"/>	<input type="text"/>	/ /
2. Director/Applicant:	<input type="text"/>	<input type="text"/>	<input type="text"/>	/ /

# MOGAS REGIONAL Direct Debit Client Service Agreement

MOGAS REGIONAL Pty Ltd ABN 79 111 402 110

## PLEASE RETAIN FOR YOUR RECORDS

### Definitions

“Account” means the account held at your Financial Institution from which MOGAS REGIONAL is authorised to arrange for funds to be debited.

“Agreement” means this Direct Debit Client Service Agreement between you and MOGAS REGIONAL.

“Business Day” means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

“Debit Day” means the day that payment by you to MOGAS REGIONAL is due.

“Debit Payment” means a particular transaction where a debit is made.

“Direct Debit Request” means the Direct Debit Request between MOGAS REGIONAL and you (and includes any form PD-C approved for use in the transitional period).

“MOGAS REGIONAL” means MOGAS REGIONAL Pty Ltd.

“You” means the customer who signed the Direct Debit Request.

“Your Financial Institution” is the financial institution where you hold the account you have authorised MOGAS REGIONAL to arrange to debit.

### 1. Debiting your Account

- 1.1 by signing a Direct Debit Request, you have authorised MOGAS REGIONAL to arrange for funds to be debited from your Account.
- 1.2 MOGAS REGIONAL will only arrange for funds to be debited from your Account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to MOGAS REGIONAL and when it is due.
- 1.3 if the Debit Day falls on a day that is not a Business Day, MOGAS REGIONAL may direct your Financial Institution to debit your Account on the following Business Day.

### 2. Changes by MOGAS REGIONAL

- 2.1 MOGAS REGIONAL may:
  - (a) vary any details of this Agreement or a Direct Debit Request at any time; or
  - (b) terminate a Direct Debit Request and arrange with you an alternate payment method, by giving you at least fourteen (14) days written notice.

### 3. Changes by you

- 3.1 Subject to 3.2, you may change the arrangements under a Direct Debit Request by contacting MOGAS REGIONAL on (08) 8361 8338.
- 3.2 If you wish to:
  - (a) stop or defer a Debit Payment;
  - (b) cancel your authority for MOGAS REGIONAL to debit your Account at any time by notifying MOGAS REGIONAL in writing at least 30 days before the next debit day; or
  - (c) request a change to the amount and/or frequency of funds being debited from your Account, you must notify Mogas Regional in writing at least fourteen (14) days before the next Debit Day. Mogas Regional will respond prior to the next Debit Day.

### 4. Your obligations

- 4.1 It is your responsibility to:
  - (a) ensure that there are sufficient clear funds available in your Account to allow a Debit Payment to be made on the Debit Day in accordance with the Direct Debit Request;
  - (b) ensure that the authorisation given to draw on your Account is identical to the account signing instruction held by your Financial Institution;
  - (c) advise MOGAS REGIONAL if your Account is transferred or closed; and
  - (d) arrange a suitable alternate payment method if the drawing arrangements are cancelled either by you or your Financial Institution
- 4.2 If there are insufficient clear funds in your Account to meet a Debit Payment or the Direct Debit Request fails to meet the requirements of your Financial Institution:
  - (a) you may be charged a fee and/or interest by your Financial Institution;

- (b) you will also incur a dishonour fee of \$50.00 (minimum) and may also incur other fees or charges imposed or incurred by MOGAS REGIONAL; and

- (c) you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Account by an agreed time so that MOGAS REGIONAL can process the Debit Payment.

- 4.3 You should check your Account statement to verify that the amounts debited from your Account are correct.
- 4.4 If the Westpac Bank ABN 33 007 457 141 (“Westpac”) is liable to pay goods and services tax (“GST”) on a supply made by the Westpac in connection with this Agreement, then you agree to pay the Westpac on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 4.5 You agree to indemnify MOGAS REGIONAL and to keep MOGAS REGIONAL indemnified against all claims, demands, actions, suits and proceedings whatsoever against MOGAS REGIONAL or any of its employees, contractors or agents arising out of or in connection with your instruction in the Direct Debit Request.

### 5. Confidentiality

- 5.1 MOGAS REGIONAL will keep any information (including your Account details) in your Direct Debit Request confidential.
- 5.2 MOGAS REGIONAL will only disclose information that we have about you;
  - (a) to the extent specifically required by law; or
  - (b) for the purposes of this Agreement (including disclosing information in connection with any query or dispute referred to in clause 6).

### 6. Dispute

- 6.1 If you believe that there has been an error in debiting your Account, you should notify MOGAS REGIONAL directly on (08) 8361 8338 and confirm notice in writing with MOGAS REGIONAL as soon as possible so that MOGAS REGIONAL can resolve your query as quick as possible.
- 6.2 If MOGAS REGIONAL concludes as a result of our investigations that your Account has been incorrectly debited we will respond to your query by arranging for your Financial Institution to adjust your Account (including interest and charges) accordingly. MOGAS REGIONAL will also notify you in writing of the amount by which your Account has been adjusted.
- 6.3 If MOGAS REGIONAL concludes as a result of our investigations that your Account had not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 6.4 If we cannot resolve the matter you can still refer it to your Financial Institution which may lodge a claim on your behalf.

### 7. Notice

- 7.1 If you wish to notify MOGAS REGIONAL in writing about anything relating to this Agreement, you should write or send a facsimile to:

Address: Credit Manger  
MOGAS REGIONAL Pty Ltd  
PO Box 1163  
North Adelaide SA 5006

Facsimile: (08) 8361 8348
- 7.2 Any notice will be deemed to have been received:
  - (a) if sent by mail, two days after it is posted;
  - (b) if personally delivered, when delivered;
  - (c) if sent by facsimile transmission, when dispatched provided the machine of the sending party has produced a printed record of transmission.

### 8. Accounts

You should check:

- (a) with your financial institution whether Direct Debiting is available from your account as Direct Debiting is not available on all accounts offered by financial institutions
- (b) that your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the direct debit request if you have any queries about how to complete this Direct Debit request.

# MOGAS REGIONAL Direct Debit Account Payment Method

The direct debit system is the most convenient way for customers to pay their MOGAS REGIONAL account.

## What are the benefits of Paying via Direct Debit

Paying via Direct Debit eliminates time and cost constraints associated with raising and posting of cheques for payments of accounts. Your credit rating is also protected against postal delays or when payment has been overlooked (by either party). This system also ensures your account is paid by the due date as per your credit terms. It is simple, convenient and attracts no additional charges.

The customer maintains full control over their account and can at any time cancel the arrangement by advising their bank and MOGAS REGIONAL Pty Ltd in writing.

## How does it work?

All you need to do is complete the Direct Debit Request (DDR) form below. This will authorise MOGAS REGIONAL Pty Ltd to withdraw funds from your nominated bank account as per the invoice/statement due date (or by the next available banking day).

## Do I still receive a monthly statement?

Yes. A statement will be sent at the beginning of each month which will provide a summary of invoices for the previous month. This allows ample time to reconcile your account and provides the total amount by which your account will be debited.

## Who do I speak to if there is an account query?

Your MOGAS REGIONAL Pty Ltd Credit Administrator will be able to answer your query promptly. Contact numbers are detailed on your statement. If there is an invoice/statement query, please remember to contact us at least 14 working days prior to invoice due date (direct debit date) to allow adequate time to resolve any query(s), other wise if the query(s) cannot be resolved by that time, alternative arrangements can be made for that month's payment.

## Direct Debit Authorisation to be completed and signed by customer

### Direct Debit Request (DDR)

**Note: This is a compulsory requirement in order to operate a MOGAS REGIONAL account.**

#### Customers' Authority

I/We	Name of Customer/s giving the DDR	
	<input type="text"/>	
Authorise you	Name of Debit User	APCA User ID Number
	<input type="text" value="MOGAS REGIONAL Pty Ltd"/>	<input type="text" value="253556"/>

**To request and authorise to arrange for any amount MOGAS REGIONAL Pty Ltd may debit or charge for funds to be debited from my/account at the financial institution identified below as prescribed below through the Bulk Electronic Clearing System (BECS).**

**This authorisation is subject to the terms and conditions of the Direct Debit Request Service Agreement remain in force in accordance with the terms described within that agreement.**

Service Agreement (please sign)

#### Details of the Account to be Debited

(All details must be supplied)

(Cheque or Savings Account only)

Name of Financial Institution			
<input type="text"/>			
Account Name			
<input type="text"/>			
BSB Number	Account number	Branch name	
<input type="text"/>	- <input type="text"/>	<input type="text"/>	<input type="text"/>

I/We also authorise the following:

1. MOGAS REGIONAL Pty Ltd to verify the details of the abovementioned account with my/our Financial Institution
2. The Financial Institution to release information allowing the Debit User to verify the abovementioned account details.
3. I/We have read and agree to be bound by the conditions of the Direct Debit Client Service Agreement.

Signature	<input checked="" type="checkbox"/>	Date	<input type="text" value="/ /"/>
Signature	<input checked="" type="checkbox"/>	Date	<input type="text" value="/ /"/>

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**MOGAS REGIONAL PTY LTD  
GUARANTEE AND INDEMNITY**

**Item 1 – The Account Holder**

Account Holder Name   
Account Holder Address

**Item 2 - The Guarantors**

Guarantor Name (s)   
Guarantor Name (s)   
Guarantor Name (s)

**IN WITNESS** whereof the guarantor has executed this guarantee and indemnity

On the  (Day) of  (Month)  (Year)

**SIGNED SEALED AND DELIVERED**

By the Guarantor (s)   
In the presence of Independent Witness   
Full name of Witness   
Address of Witness

On the  (Day) of  (Month)  (Year)

**SIGNED SEALED AND DELIVERED**

By the Guarantor (s)   
In the presence of Independent Witness   
Full name of Witness   
Address of Witness

On the  (Day) of  (Month)  (Year)

**SIGNED SEALED AND DELIVERED**

By the Guarantor (s)   
In the presence of Independent Witness   
Full name of Witness   
Address of Witness

## MOGAS REGIONAL Guarantee and Indemnity

MOGAS REGIONAL Pty Ltd ABN 79 111 402 110

### PLEASE RETAIN FOR YOUR RECORDS

IN CONSIDERATION of **MOGAS REGIONAL PTY LTD** of **11/120 Melbourne Street North Adelaide South Australia 5006** (hereinafter referred to as "the creditor") opening a credit account in the name of and/or agreeing to extend credit to and/or agreeing to the forbearance from the issue of legal proceedings for recovery of monies owing by the person named and described in Item 1 of the Schedule hereto (hereinafter referred to as "the account holder") at the request of the person named in Item 2 of the Schedule hereto (hereinafter referred to as "the guarantor") the guarantor (and if more than one, any one or more of them jointly and severally) HEREBY COVENANTS AND AGREES with the creditor:-

1. To guarantee to the creditor the due and punctual payment by the account holder of all monies and all other sums either presently due and payable and/or to become due and payable from time to time hereafter by the account holder under the credit account opened in the name of the account holder in accordance with the normal trading terms of the creditor and the guarantor indemnifies the creditor against any default by the account holder thereunder.
2. That the amount hereby guaranteed shall become due and payable to the creditor at the expiration of three days after notice of default and requiring payment of the amount in default shall have been delivered or sent by ordinary post in the usual way by the creditor to the guarantor or the guarantor's representatives without the necessity of naming them.
3. That if this guarantee and indemnity at any time or from time to time shall be discharged in part or in whole by reason of the receipt by the creditor from any person whatsoever of monies or other consideration in satisfaction in part or in whole of this guarantee and indemnity and if the creditor shall subsequently be called upon to refund any money so paid or to return any consideration so given to the creditor whether by reason of such payment or consideration being a preference under the laws for the time being relating to bankruptcy or insolvency or being avoided by any other statutory provision for any other reason whatsoever then notwithstanding that this guarantee and indemnity may have been wholly or partially cancelled or given up to be wholly or partially cancelled this guarantee and indemnity shall remain in full force and effect to the same extent as aforesaid and the parties shall be deemed to have been restored to the rights which each respectively would have had if such payment or consideration had not been made or given.
4. That this guarantee shall continue in force until the creditor agrees to the revocation of the same in writing.
5. The guarantor confirms that:-
  - 5.1. This Guarantee and Indemnity shall be a continuing Guarantee and shall not be affected by:-
    - 5.1.1. Any legal disability on the part of the third party.
    - 5.1.2. The granting of any time or indulgence by the principal.
    - 5.1.3. The waiver by the principal of any default by the third party.
    - 5.1.4. Any other person firm or company joining in this Guarantee and Indemnity.
  - 5.1.5. The fact that the third party may be discharged from liability to pay any sum payable by the third party pursuant to the agreement for any reason other than that payment of the total sum payable pursuant to the agreement have been made to the principal and to such extent as it may be necessary to give effect to this sub-clause this Guarantee and Indemnity shall be treated and construed as an Indemnity and the guarantor HEREBY INDEMNIFIES the principal in respect of any failure by the third party to pay any sum due pursuant to the agreement.
  - 5.2. Any payment made to the principal which may later be avoided by any statutory provision or which is later refunded by the principal shall not discharge the guarantor's liability in respect of such payment.
  - 5.3. This Guarantee shall remain effective until the principal shall have received One Hundred Cents (100c) in the dollar on the amount of all payments due to the principal from the third party pursuant to the terms of the said agreement.
  - 5.4. It is to the advantage of the guarantor that the agreement subsists.
6. In the construction of this Guarantee and Indemnity, unless the context shall otherwise require:-
  - 6.1. A reference to a party shall include that party's executors administrators and assigns where a party is a body corporate its successors and assigns but shall not authorise devolution or assignment where the same is subject to a party's permission or any other condition under the agreement or otherwise.
  - 6.2. Words importing the singular number or plural number shall include the plural number and the singular number respectively.
  - 6.3. Words importing the masculine gender only shall include the feminine and neuter genders and vice versa.
  - 6.4. Where two or more persons are designated above as "the third party" the agreement on their part herein shall bind them and every two or greater number of them jointly and each of them severally.
  - 6.5. The expression "person" shall include a body corporate.

In these terms and conditions of sale:

(a) "the Seller" wherever it appears means Mogas Regional Pty Ltd which accepts the Buyer's order.

(b) "the Buyer" shall mean the person, persons, company or business so described on the face hereof.

**1. Entire Contract**

These conditions cancel and are in substitution for all or any previous conditions and are subject to change without notice by the Seller and these conditions do not constitute an offer to sell or supply goods to any purchaser. Subject to Clause 3 hereof these Conditions of Sale including the terms and conditions on the face hereof contain the complete and final agreement between the Seller and the Purchaser and no other agreement in any way modifying any of the said terms or conditions will be binding upon the Seller unless made in writing and signed by Seller's authorised representative.

**2. Buyer's Statutory Rights**

These conditions of Sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the buyer or the liabilities imposed upon the Seller, by any condition or warranty implied by a Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusion, limitation, restriction or modification.

**3. Retention of Title**

3.1 Property & ownership in the goods will remain with us until you have made payment in full in cleared funds of the purchase price of those goods and all other amounts owing to us under all individual contracts for the supply of goods.

3.2 Until all moneys payable by you have been paid in full in accordance with clause

- (a) You shall hold the goods as bailee for us.
- (b) Unless otherwise notified in writing, you are authorised to sell the goods in the ordinary course of business.
- (c) You must not allow any person to have or acquire any security interest in the goods.
- (d) You must insure the goods for their full insurable or replacement value.
- (e) After giving 48 hours notice to you, we shall be entitled to enter your premises during your normal trading hours to inspect the goods.
- (f) Where possible, the goods shall be stored separately and in a manner to enable them to be identified and cross-referenced to particular invoices.

3.3 Despite clause 3.2, if you supply any of the goods to any person before all moneys payable by you have been paid in full (and have not been claimed or clawed back by any person standing in your place or representing you), you agree that:

- (a) You hold the proceeds of any goods sold on trust for us and as agent for us immediately when they are receivable or are received.
- (b) You must pay such proceeds either to us immediately when they are received or into a separate bank account as trustee for us.
- (c) If the goods are mixed with or incorporated into other products or items such that the goods are no longer separately identifiable then you will hold such part of the proceeds as relates to our goods on trust for us. Such part shall be deemed to equal in dollar terms the amount owing by you to us at the time of the receipt of such proceeds.
- (d) If payment for the goods is not made by the due date, without limitation of any other rights we may have in respect of non-payment, we shall be entitled to enter your premises at any time to do all things necessary in order to take possession of the goods without being liable for trespass, conversion or any resulting damage. You shall be liable for all costs of whatsoever nature associated with the exercise

of our rights under this clause, which sum shall be payable on demand.

**4. Interest**

The Seller may charge interest on all amounts not paid by the due date for payment and the Buyer undertakes to pay any interest so charged. Such interest shall be calculated on a daily basis from the date for payment until the date the Seller receives payment at such rate, up to but not exceeding 2% per month, as the Seller may at its discretion deem fit.

**5. Default**

On happening of any one or more of the following events, namely:

5.1 The Buyer fails to make payment to the Seller on the due date.

5.2 A receiver and manager, liquidator, provisional liquidator or official manager is appointed over all or any of the assets of the Buyer, or a scheme of arrangement is proposed or approved with respect to the Buyer or mortgagee enters into possession of any of the assets of the Buyer.

5.3 An application is made for the winding up of the Buyer. The Seller may at its option exercise all or any of the following rights (notwithstanding any prior failure to exercise such rights):

- (a) Demand payment of whole of the moneys from the Buyer to the Seller and the Buyer agrees to pay the same accordingly.
- (b) An additional \$50.00 will be charged to the Buyer by the Seller for each default.
- (c) Take possession of all items title to which has not passed to the Buyer and for that purpose the Buyer authorises the Seller by its servants or agents to enter any premises where the goods may be situated and to take possession thereof.
- (d) With or without taking possession of the goods sell the same by public auction or by private treaty or by retail or wholesale cash or on terms and generally as the Seller thinks fit and apply the proceeds actually received by the Seller after defraying expenses of sale and enforcement in or towards reduction of any debt owed by the buyer to the seller.
- (e) The Buyer shall pay to the Seller the costs and expenses incurred by the Seller of solicitors, legal advisers, mercantile agents and other agents acting on the Seller's behalf in respect of any enforcement hereof or recovery or attempted recovery of either the moneys owing by the Buyer to the Seller or possession of the goods; Reverse all rebate given to the Buyer which relate to the overdue current purchases.

**6. Delivery**

The Seller will make all reasonable efforts to have the goods delivered to the Buyer on the date agreed between the parties as the Delivery Date, but the Seller shall be under no liability whatsoever should delivery not be made on this date. The Seller reserves the right of supplying any orders in full or in part.

**7. Risk**

The risk in the goods purchases shall unless otherwise agreed in writing pass to the Buyer upon delivery to the Buyer or his agent or to a carrier commissioned by the Buyer.

**8. Price**

The price charged shall be the price ruling at the date of delivery unless otherwise agreed in writing. Any price indications or price lists are subject to alteration to price ruling at the Delivery Date.

**9. Cancellation Returns and Credits**

Save and except as many be required by any applicable State or Federal legislation:

- (a) Goods will not be accepted for credit without the prior agreement of the Seller.

(b) Requests for credits arising from incorrect invoicing must be made before the due date of the invoice in question.

(c) Unless otherwise agreed in writing orders cannot be cancelled once the order has been placed and the Buyer shall be liable for the full purchase price notwithstanding any purported cancellation of any order.

**10. Future Dealing**

Unless otherwise agreed in writing by the Seller and notwithstanding any terms appearing in documentation provided by or on behalf of the Buyer the terms appearing herein shall be incorporated by implication into all agreements by the Seller to supply the Buyer with goods.

**11. Authority to Vary Conditions**

No employee, servant, agent or representative of the Seller has any authority to vary these conditions or any part of them, and without limiting the generality of the foregoing, no warranty, representation, promise, agreement, term or condition whether express or implied made by an employee, servant, agent or representative of the Seller shall be deemed to be included in or form part of these Conditions of Sale other than those warranties, representations, promises, agreements, terms or conditions which expressly appear in these Conditions of Sale.

**12. Warranty**

The Purchaser warrants:

- (a) That the information contained in any credit application form is true, correct and accurate and is intended to be relied upon by the Seller to induce the Seller to grant any credit facilities.
- (b) That there is no other material circumstances or event that if known by the Seller would be likely to affect any consideration by the Seller as to whether or not to grant credit facilities.

**13. Claims**

Any claim for non-delivery, shortage in supply or damage occurring during the course of the delivery or any claim for rejects by a Buyer must be in writing and given to the Manager of the Seller within 24 hours of delivery.

**14. Severances**

If any of these terms or conditions is or becomes for any reason wholly or partly invalid that term or condition shall to the extent of the invalidity be severed without prejudice to the continuing force and validity of the remaining conditions.

**15. Jurisdiction**

Notwithstanding any implication of law to the contrary, all contracts between the buyer and the Seller shall be deemed to be made construed and to be enforceable in and according to the laws of the State of South Australia and by mutual consent to be subject to the jurisdiction of the courts of that state.

**Privacy Act**

In consideration of the Seller providing credit facilities to the Buyer, the Buyer hereby agrees that for the purpose of processing this application the Seller may make whatever enquiries it deems necessary from any source of information including credit reporting agencies and credit providers. The Buyer acknowledges that the Seller may need to supply information about the Buyer to those sources and the Buyer gives its authorisation to the Seller