

Credit Account Application Form



Trading Details

Customer Name

Trading As

ABN

ACN

Trading Address

Postcode

Telephone

Mobile

Facsimile

Postal Address

Postcode

Type of Business

Proprietary Company

Incorporated Body

Trust

Partnership

Sole Trader

Public Company

Other

Nature of Business _____ Date commenced _____ / _____ / _____

Contact Details

General Enquiries

Name

Telephone

Email

Account Enquiries

Name

Telephone

*Email

Purchase Enquiries

Name

Telephone

Email

* Your statement will be emailed to this email address

Credit Limit / Account Limit

Monthly Credit Applied for (AU\$)

Business / Trade References

(1) Name

Address

Telephone

Facsimile

Email

(2) Name

Address

Telephone

Facsimile

Email

Sole Trader / Partner / Director / Trustee Details

Full Name

Residential Address

Postcode

Date of Birth

Drivers Licence Number

Title / Position

Credit Account Application Form

Sole Trader / Partner / Director / Trustee Details

Full Name _____

Residential Address _____

Postcode _____

Date of Birth _____

Drivers Licence Number _____

Title / Position _____

Sole Trader / Partner / Director / Trustee Details

Full Name _____

Residential Address _____

Postcode _____

Date of Birth _____

Drivers Licence Number _____

Title / Position _____

Terms & Conditions Apply to Customer

By signing this credit application, the Customer:

- applies to establish credit facilities with Trinity Petroleum Services Pty Ltd ("Trinity");
- declares that any credit provided to the Customer by Trinity is wholly or predominantly for business purposes and acknowledges that by signing this application the Customer may lose protection under the Consumer Credit Code;
- warrants to Trinity that the information provided in this credit application is true and correct and not misleading in any respect;
- agrees that Trinity's standard terms and conditions (overleaf) will apply to all products supplied and to credit granted to the Customer;
- agrees Trinity is not obligated to grant credit to the Customer and that any credit facility may be withdrawn or reduced without prior notice from Trinity at its sole and absolute discretion; and

consents to and authorises Trinity to:

- obtain a credit report containing credit information (including personal consumer credit information) about the Customer from a credit reporting agency for the purpose of assessing the Customer's application for credit;
- give commercial credit information about the Customer to any credit reporting agency; and
- provide commercial credit information about the Customer to the other credit providers for the purpose of assessing a credit application.

Signature by or on behalf of Customer _____

Name and Title _____

Date _____

Privacy

If Trinity considers it relevant in assessing my/our credit application for credit, I/we consent to Trinity obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Trinity.

I/we authorise Trinity to use that report or any information derived from that report in assessing this application and for any purposes permitted under the Privacy Act 1988. Further, I/we authorise Trinity to make any additional checks that Trinity sees fit to continue the credit assessment.

I/we agree that Trinity 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 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 1988.

Signature

Name _____

Title / Position _____

Date _____

Signature

Name _____

Title / Position _____

Date _____

Signature

Name _____

Title / Position _____

Date _____

Signature

Name _____

Title / Position _____

Date _____

(To be signed by all partners/ proprietors/ directors)

Guarantee and Indemnity

In this Guarantee and Indemnity, "Guarantor" means the party (or parties) referred to as the Guarantor whose details and signatures are shown at the foot of this Guarantee and Indemnity. Where this Guarantee and Indemnity is signed by more than one party, each of the parties is bound by it jointly and separately.

This Guarantee and Indemnity makes the Guarantor liable for all money owing by the Customer to Trinity under Trinity's Standard Terms or any other agreement between Trinity and the Customer. The Guarantor acknowledges that Trinity has recommended that the Guarantor seek independent legal and financial advice before signing this Guarantee and Indemnity. The Guarantor acknowledges having read and agreed to the effect of this Guarantee and Indemnity.

The Guarantor agrees that if Trinity approves the Customer's application for a Trinity Account, this Guarantee and Indemnity will be irrevocable and will remain in force until discharged in accordance with its terms.

In consideration of Trinity, at the request of the Guarantor agreeing to extend credit accommodation to the Customer and supply goods and services to the Customer on credit, the Guarantor agrees as follows:

1. The Guarantor unconditionally and irrevocably guarantees to Trinity the due and punctual:

(a) payment by the Customer of all sums of money, interest and damages now or in the future owing (actually or contingently) by the Customer to Trinity (the "**Guaranteed Money**"); and

(b) performance and observance of all the Customer's obligations to Trinity including the obligation to pay the Guaranteed Money and any obligations arising under Trinity's Standard Terms or any other agreement between Trinity and the Customer (the "**Guaranteed Obligations**").

2. If the Customer defaults in the due and punctual payment of the Guaranteed Money or any part of it, the Guarantor must pay that money to Trinity on demand.

3. The Guarantor must indemnify Trinity and pay to Trinity on demand any and all expenses incurred by Trinity in relation to any enforcement of this Guarantee and Indemnity or Trinity's Standard Terms including legal costs and expenses on a full indemnity basis and the costs of any agents or contractors acting on Trinity's behalf in respect of any recovery or attempted recovery of any amount due by the Guarantor or the Customer to Trinity.

4. If the Customer defaults in the due and punctual performance of any of the Guaranteed Obligations, the Guarantor irrevocably and unconditionally indemnifies Trinity against all liability, damage, loss and expense (including consequential loss) which Trinity may suffer, and must pay the amount of any such loss on demand to or as directed by Trinity.

5. The obligations of the Guarantor under this Guarantee and Indemnity are absolute and unconditional and the liability of the Guarantor under this Guarantee and Indemnity extends to and is not affected by any act, omission, matter or thing, which but for this provision might operate to exonerate the Guarantor from the Guarantor's obligations in whole or in part including, without limitation, any one or more of the following (whether occurring with or without the consent of any person):

(a) any legal limitation, disability, incapacity or other circumstance related to the Customer, the Guarantor or any other person;

(b) the granting to the Customer, the Guarantor or any other person of any time, waiver or other indulgence or concession or any whole or partial discharging or releasing of the Customer, the Guarantor or any other person;

(c) the resignation of the Guarantor as director of the Customer;

(d) any transaction or arrangement that may take place between Trinity and the Customer, the Guarantor or any other person;

(e) the winding up or bankruptcy or death of, or the appointment of an administrator to the Customer, the Guarantor or any other person;

(f) the fact that Trinity or any other person takes or fails to take any other guarantee or security interest;

(g) the fact that Trinity or any other person exercises or refrains from exercising any other guarantee or security interest or any of the rights, powers or remedies conferred on it by law or by any agreement, or fails to recover, by exercise of any such rights, any money owing to Trinity by the Customer;

(h) the variation including a variation which increases the amount of the Guaranteed Money or the extent of the Guaranteed Obligations, replacement, extinguishment, loss, release, discharge, abandonment or transfer either in whole or in part of any agreement or document relating to the Guaranteed Obligations including any other guarantee or security interest now or in the future held by Trinity from any person;

(i) the Guaranteed Obligations or the Guarantor's obligations or the obligations of any other person under any agreement or document relating to the Guaranteed Obligations or the Guarantor's obligations, including any other guarantee or security interest, being or becoming wholly or partially illegal, void, voidable or unenforceable;

(j) the fact that any person who was intended to be bound as a guarantor or surety in respect of the Customer's Obligations does not become bound or, having done so, ceases to be so bound;

(k) any laches, acquiescence, delay, acts, omissions or mistake on the part of, or suffered by Trinity or any other person, in relation to this Guarantee and Indemnity or any other guarantee, security interest, agreement or negotiable instrument;

(l) Trinity becoming a party to any compromise or scheme or assignment of property by or relating to the Customer or the Guarantor or the acceptance by Trinity of any dividend or sum of money under such a compromise, scheme or assignment;

(m) any judgment or rights which Trinity may have or exercise against the Customer, the Guarantor or any other person;

(n) if the Customer or the Guarantor is a member of any partnership, any change in the membership of that partnership;

(o) if the Customer or the Guarantor is a trustee, any breach of trust or any variation of the terms of the trust, or its determination.

(p) the failure by any director of the Customer or any other person intended to be a guarantor to sign or otherwise become bound by this Guarantee and Indemnity; or

(q) any act or omission of Trinity which prejudices a Guarantor; the failure by Trinity to give notice to the Guarantor of any default by the Customer or any other person.

6. The Guarantor's obligations:

(a) are principal obligations and not ancillary or collateral to any other obligation; and

(b) may be enforced against the Guarantor without Trinity being required to exhaust any remedy it may have against the Customer or to enforce any other guarantee or security interest they may hold with respect to the Guaranteed Obligations.

7. A certificate by Trinity relating to this Guarantee and Indemnity, the Guaranteed Money or the Guaranteed Obligations, in the absence of manifest error, is prima facie evidence of the indebtedness of the Customer for which the Guarantor is liable pursuant to the terms of this Guarantee and Indemnity.

8. Any demand or notice under this Guarantee and Indemnity may be signed by Trinity or on behalf of Trinity by an attorney, director, secretary, manager or officer of Trinity or Trinity's lawyers and without prejudice to any other lawful mode of service, may be served by delivering it to a Guarantor at the address set out in this Guarantee and Indemnity or by posting it to that address or the Guarantor's residence or place of business last known to Trinity. If posted, a notice or demand will be deemed to have been served on the next business day following the date of posting.

Guarantee and Indemnity (Cont.)

- 9.** The Guarantor must do all things and sign, execute and deliver all deeds and other documents as may be legally necessary or reasonably required of it by notice from Trinity to carry out and give effect to the terms and conditions of this Guarantee and Indemnity and to perfect, protect and preserve Trinity's rights under this Guarantee and Indemnity.
- 10.** If payment of any amount owing by the Guarantor to Trinity is not made by the due date the Guarantor agrees to pay on demand simple interest on the amount due at a rate equal to the rate prescribed in Trinity's Standard Terms calculated daily by Trinity on the principal amount due, payable from the due date to the date of payment.
- 11.** The Guarantee and Indemnity is governed by and construed in accordance with the laws of Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.
- 12.** Each Guarantor signing this Guarantee and Indemnity is deemed to unconditionally sign, seal and deliver it as a deed with the intention of being immediately legally bound by this Guarantee and Indemnity.
- 13.** To secure:
- (a) the due and punctual payment of the Guaranteed Money;
- (b) the performance of the Guaranteed Obligations; and
- (c) the performance of the Guarantor's obligations under this Guarantee and Indemnity,
- the Guarantor as beneficial owner charges in favour of Trinity all its right, title and interest in, to, under or derived from the Charged Property.
- 14.** The Guarantor:
- (a) acknowledges that Trinity has agreed to supply (or continue to supply) goods and services to the Customer on the basis that it is obtaining the benefit of the Charge (and this Guarantee and Indemnity) to secure payment of the Guaranteed Money and the performance by the Customer of the Guaranteed Obligations;
- (b) must promptly do all acts, matters and things required of it by Trinity to:
- (i) procure the grant of any Security over the Charged Property as requested by Trinity from time to time to provide more effective security to Trinity over the Charged Property for the payment of the Guaranteed Money and the performance of the Guaranteed Obligations; and
- (ii) enable Trinity to protect and exercise its rights under this Guarantee and Indemnity, the Charge or any Security or Security Interest,
- including, without limitation:
- (iii) obtaining consents;
- (iv) signing and producing documents; and
- (v) completing documents and supplying information;
- (c) must on request by Trinity, promptly execute a mortgage in favour of Trinity in registrable form over all Land which forms part of the Charged Property (or any part of it), and the parties agree that such mortgage:
- (i) without limiting the effect of clause 14(c)(ii), will substantially contain and incorporate the covenants set out in standard terms document 703149459 registered with the Department of Environment and Resource Management (Queensland) or its equivalent in other States or Territories as applicable; and
- (ii) will contain such terms as Trinity reasonably requires for the purpose of giving full effect to the Charge;
- (d) must not dispose of any Charged Property (other than in the ordinary course of business) without Trinity's prior written consent; and
- (e) must not grant, create or give any Security, Security Interest or other interest inconsistent with or in priority to Trinity's rights under the Charge or this Guarantee and Indemnity without Trinity's prior written consent.
- 15.** The Guarantor:
- (a) acknowledges and agrees that, by virtue of this Guarantee and Indemnity and the Charge, Trinity has a caveatable interest in all Land which forms part of the Charged Property;
- (b) consents to the lodgement by Trinity of a caveat over all of the Land forming part of the Charged Property (or any part of it) at any time and must give its written consent to Trinity's caveat in the form required by Trinity to ensure that the caveat is properly registered; and
- (c) releases Trinity to the maximum extent permitted by law from any liability, Claim, Loss, demands, damage, penalty, charge, claim, action, harm, injury, cost or expense of any kind whatsoever (including Consequential Loss) which the Guarantor suffers, incurs or is liable for in connection with the lodgement by Trinity of a caveat over the Land forming part of the Charged Property (or any part of it).
- 16.** If Trinity determines (in its sole and absolute discretion) that this Guarantee and Indemnity or the Charge (or any agreement or document related to or associated with this Guarantee and Indemnity or the Charge) is, creates or contains a Security Interest for the purposes of the PPSA, the Guarantor:
- (a) authorises Trinity to:
- (i) file all Financing Statements (and other documents); and
- (ii) do all things (including completing and adding schedules to this document to further identify the Charged Property),
- which Trinity considers necessary or desirable (in its sole and absolute discretion) for the purposes of:
- (iii) protecting and preserving all Charged Property and its Security Interest;
- (iv) ensuring the Security Interest is Attached, Perfected, enforceable and otherwise effective;
- (v) enabling Trinity to apply for registration, or give any notification, in connection with the Security Interest so that the Security Interest has priority required by Trinity; or
- (vi) enabling Trinity to exercise its rights in connection with the Security Interest;
- (b) agrees to promptly do anything which Trinity requires for the purposes of:
- (i) protecting and preserving all Charged Property and its Security Interest;
- (ii) ensuring the Security Interest is Attached, Perfected, enforceable and otherwise effective;
- (iii) enabling Trinity to apply for registration, or give any notification, in connection with the Security Interest so that the Security Interest has priority required by Trinity; or
- (iv) enabling Trinity to exercise its rights in connection with the Security Interest,
- including, without limitation:
- (v) obtaining consents;
- (vi) delivering Possession of all Charged Property to Trinity (and doing anything else required by Trinity) for the purposes of Perfecting Trinity's Security Interest or to defeat the Security Interest of any third party;
- (vii) signing and producing documents; and
- (viii) completing documents and supplying information;

Guarantee and Indemnity (Cont.)

17. The Guarantor irrevocably appoints Trinity (and each of its directors and officers) jointly and each of them severally to be the lawful attorney of the Guarantor to:
- execute on behalf of and in the name of and as the act and deed of the Guarantor, any document required by Trinity under clauses 13 to 16 (inclusive); and
 - do all other things and sign all other documents required by Trinity to give effect to clauses 13 to 16 (inclusive).
18. The Guarantor must:
- ratify and confirm all acts of each attorney done or made under clause 17; and
 - pay to Trinity on demand the costs, expenses or other liabilities incurred by or on behalf of Trinity or an attorney appointed under clause 17.
19. Each attorney appointed under clause 17 has the power at any time to appoint a substitute as the attorney of the Guarantor.
20. The Guarantor agrees that in respect of any Charged Property that is not used predominantly for personal, domestic or household purposes, the following sections of the PPSA do not apply:
- section 95 (notice of removal of accession), to the extent that it requires Trinity to give a notice to the Guarantor;
 - section 121(4) (enforcement of liquid assets – notice to grantor);
 - section 130 (notice of disposal), to the extent that it requires Trinity to give a notice to the Guarantor;
 - section 132(3)(d) (contents of statement of account after disposal);
 - section 132(4) (statement of account if no disposal);
 - section 135 (notice of retention);
 - section 142 (redemption of collateral); and
 - section 143 (reinstatement of security agreement).
21. In this Guarantee and Indemnity:
- “Attaches”** has the meaning given to it in the PPSA;
 - “Charge”** means the charge granted by the Guarantor in favour of Trinity under this Guarantee and Indemnity;
 - “Charged Property”** means all assets, property, rights and undertaking of the Guarantor of whatever kind and wherever situated held in its own right and as trustee now and in the future, including (without limitation):
 - all property (freehold and leasehold), fixed plant and equipment, goodwill, uncalled or unpaid capital (including any share premium), insurance policies, books of account, vouchers and other documents, patents and patentable rights, and trade marks and trade names, designs and other rights of intellectual property;
 - any marketable securities (as defined in section 9 of the Corporations Act) other than marketable securities which are acquired and disposed of in the course of the ordinary day-to-day business of the Guarantor;
 - all rights under agreements of any kind whatever;
 - all book and other debts which may be or become due or due and payable to the Guarantor; and
 - all Proceeds in relation to the above;
 - “Claim”** means, in relation to a person, a claim, demand, remedy, suit, injury, damage, Loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent;
 - “Consequential Loss”** means any Loss, damage or liability in contract, tort (including negligence) or under statute which is either consequential loss, indirect or remote or abnormal or unforeseeable loss, loss of revenue, loss of goodwill, loss of profits, loss of actual or anticipated savings, loss of reputation, lost opportunities, wasted overheads, business interruptions, loss of production, loss of product or loss of use, any exemplary or punitive damages of any kind or any similar loss whether or not in the reasonable contemplation of the parties;
 - “Financing Statement”** has the meaning given to it in the PPSA;
 - “Land”** has the meaning given to it in the PPSA;
 - “Loss”** means damage, loss, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent;
 - “Perfected”** has the meaning given to it in the PPSA;
 - “Personal Property”** has the meaning given to it in the PPSA;
 - “Possession”** has the meaning given to it in the PPSA;
 - “PPSA”** means the *Personal Property Securities Act 2009* (Cth);
 - “Proceeds”** has the meaning given to it in the PPSA;
 - “Security”** means:
 - a mortgage, charge, debenture, encumbrance, assignment by way of security, pledge, deposit of title, lien, security, option to acquire, lease, licence, caveat, preferential interest, title retention, preferential right, trust arrangement or other estate, interest, claim or arrangement (including, without limitation, any set-off or “flawed-asset” arrangement) having the same or equivalent commercial effect as a grant of security relating to property (whether real or personal); or
 - an agreement to create or give any arrangement referred to in subclause (a) of this definition;
 - “Security Interest”** means:
 - in relation to Personal Property, the meaning given to that term by the PPSA; and
 - in relation to any property which is not Personal Property, any Security for the payment of money or performance of obligations; and
 - “Trading Terms”** means the trading terms applicable in respect of the supply of goods and services by Trinity to the Customer from time to time.

Credit Account Application Form

Guarantor Details

Full Name

Private Address

Postcode

Telephone

Years at Address

Drivers Licence No

Date of Birth

Guarantor's Signature

Date

Witness's Signature

Date

Witness's Full Name

Witness's Address

Postcode

Guarantor Details

Full Name

Private Address

Postcode

Telephone

Years at Address

Drivers Licence No

Date of Birth

Guarantor's Signature

Date

Witness's Signature

Date

Witness's Full Name

Witness's Address

Postcode

Guarantor Details

Full Name

Private Address

Postcode

Telephone

Years at Address

Drivers Licence No

Date of Birth

Guarantor's Signature

Date

Witness's Signature

Date

Witness's Full Name

Witness's Address

Postcode

NOTES

1. FOR A COMPANY: All directors must sign this Guarantee and Indemnity.
2. FOR A TRUST: The directors of any company that is a trustee of the Trust and any beneficiaries listed in the Trust Deed who are not also directors must sign this Guarantee and Indemnity. Please provide Trinity with a copy of the Trust Deed.
3. Witnesses must be over 18 years old and must not be a director of the Customer.
If more than two guarantors are required to sign, please photocopy the whole of this Guarantee and Indemnity and have it signed by the appropriate guarantors.

Easy Payment Method

Trinity's Easy Payment Method is the most convenient way to pay your account. Only purchases that are due for payment are automatically direct debited from your chosen account. If you feel that we have made an error on your invoice or statement, you can vary the amount to be paid by contacting our credit department representative. Please complete either option below.

Approval is conditional upon completion of Direct Debit or Credit Card Debit Authority.

Direct Debit Request

Name of Customer(s) giving the DDR _____

Name of Debit User:
Trinity Petroleum Services
APCA User ID No: 063849

I/We _____

authorise you to arrange for funds to be debited from my/our account at the financial institution identified below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the standard terms and conditions.

Signature _____ **Date** _____

Signature _____ **Date** _____

DETAILS OF THE ACCOUNT TO BE DEBITED (ALL DETAILS MUST BE SUPPLIED)

Bank or Credit Union _____

Account Name _____

Branch _____

BSB Number -

Account Number

I/We request that you debit my/our account in accordance with the standard terms and conditions,

I/We authorise the following:

- (q) The Debit User to verify the details of the abovementioned account with my/ our financial Institution; and
- (r) The Financial Institution to release information allowing the Debit User to verify the abovementioned account details.

Signature of Customer(s) _____

Signature of Customer(s) _____

Credit Card Debit Authority

Your Account Name _____

Bankcard Mastercard Visa Amex Diners

Credit Card Number / / /

Valid From /

Card expiry date /

Card Holders Name _____

Trinity Petroleum Services P/L are hereby authorised to charge amounts due to them on the above credit facility to the credit card nominated on this document until further notice to the contrary is received in writing from the undersigned.

PLEASE NOTE: Payments made under this authority will not be credited to the account holder's trading account with Trinity Petroleum Services P/L until funds are cleared by the card holders financial institution and confirmed to Trinity Petroleum Services P/L in writing. According to Trinity Petroleum Terms & Conditions a surcharge applies for payment via credit card.

Cardholders Signature _____

Credit Account Application Form



Trinity Card Order Form

Account Name _____ Account Number _____

Card Requirements (Please select either User Card or Vehicle Card)

Card No.	User Card	Vehicle Card	User Name or Registration	Card Limit	Monthly Card Limit (\$)	Odometer Readings	Shop Purchases
1	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
6	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
7	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
8	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
9	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
10	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Please photocopy if you require additional cards.

Order Confirmation

Name _____ Position _____

Signature _____ Order Date _____

OFFICE USE ONLY

Customer Credit Risk Assessment

Date Received ____ / ____ / ____

Trinity Account No

Exposure Limit (Credit Limit) \$

Maximum Exposure Limit \$

Trade Class _____

Pricing ADO ULP PULP LUBE

Ledger Terms _____ Days after EOM _____ Salesman _____

Approved by: _____

Date: _____

**On completion please forward pages 1 to 8 Attention Credit Department, Trinity Petroleum
PO Box 5244, Cairns QLD 4870 or Fax to (07) 4035 6777
Please ensure originals are mailed to above address if you have faxed your application**

Trinity Card Standard Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Standard Terms, unless the context or subject matter otherwise requires:

- (a) **“Account Limit”** means the maximum amount allowed for purchases by You on Your Trinity Account as advised by Trinity and which is subject to change in Trinity’s sole and absolute discretion;
- (b) **“Application”** means the application form and any related information which is signed for or on behalf of You;
- (c) **“Approved Goods and Services”** means goods and services which may be purchased using a Trinity Card as notified by Trinity to You from time to time;
- (d) **“Assigned Product”** means any Other Product for which title has been assigned to Trinity by the operation of clause 7(e);
- (e) **“Australian Consumer Law”** means the Australian Consumer Law as contained in Schedule 2 of the Competition and Consumer Act 2010;
- (f) **“Attaches”** has the meaning given to it in the PPSA;
- (g) **“Bank”** means a bank lawfully carrying on business under the Banking Act 1959 (Cth);
- (h) **“Bank Guarantee”** means an irrevocable and unconditional undertaking in favour of Trinity in a form approved by Trinity issued by a Bank to pay an amount not exceeding the Security Amount to Trinity on demand;
- (i) **“Business Day”** means a day not being a Saturday, Sunday or gazetted public holiday on which banks are open for general banking business in Cairns;
- (j) **“Cardholder”** means You and any employee or other person who is authorised by You to make Trinity Card purchases from Trinity;
- (k) **“Charge”** means the charge granted by You in favour of Trinity under clause 6.1(a);
- (l) **“Charged Property”** means all assets, property, rights and undertaking of the Customer of whatever kind and wherever situated held in its own right and as trustee now and in the future, including (without limitation):
 - (i) all property (freehold and leasehold), fixed plant and equipment, goodwill, uncalled or unpaid capital (including any share premium), insurance policies, books of account, vouchers and other documents, patents and patentable rights, and trade marks and trade names, designs and other rights of intellectual property;
 - (ii) any marketable securities (as defined in section 9 of the Corporations Act) other than marketable securities which are acquired and disposed of in the course of the ordinary day-to-day business of the Customer;
 - (iii) all rights under agreements of any kind whatever; and
 - (iv) all book and other debts which may be or become due or due and payable to the Customer;
- (m) **“Collateral Document”** means any Encumbrance, deed or instrument that is supplemental or collateral to the Standard Terms which is intended to provide collateral security (including, without limitation, by means of assignment) for the payment of the Secured Money;
- (n) **“Consequential Loss”** means any loss, damage or liability in contract, tort (including negligence) or under statute which is either consequential loss, indirect or remote or abnormal or unforeseeable loss, loss of revenue, loss of goodwill, loss of profits, loss of actual or anticipated savings, loss of reputation, lost opportunities, wasted overheads, business interruptions, loss of production, loss of product or loss of use, any exemplary or punitive damages of any kind or any similar loss whether or not in the reasonable contemplation of the parties;
- (o) **“Consumer”** has the meaning given to it in section 3 of the Australian Consumer Law;
- (p) **“Dispose of”** means:
 - (i) sell, transfer, assign, alienate, surrender, dispose of, deposit, part with Possession of, or lease; and
 - (ii) enter into any agreement or arrangement to do or allow any of the things referred to in subclause (a) of this definition;
- (q) **“Encumbrance”** means:
 - (i) any mortgage, charge, debenture, bill of sale, lien, pledge, trust, writ, warrant, retention of title, security, pledge, deposit of title, security, option to acquire, lease, licence, caveat, preferential interest, preferential right, trust arrangement or other estate, interest, claim or arrangement (including, without limitation, any set-off or “flawed-asset” arrangement) having the same or equivalent commercial effect as a grant of security relating to property (whether real or personal); and
 - (ii) any agreement or document to create or give any arrangement referred to in subclause (a) of this definition;
- (r) **“Financing Statement”** has the meaning given to it in the PPSA;
- (s) **“Government Authority”** means any local, State or Federal government, a Minister or government department of each of those governments, a corporation or authority constituted for a public purpose, the holder of an office for a public purpose, a local authority and any agent or employee of any of them;
- (t) **“Land”** has the meaning given to it in the PPSA;
- (u) **“Other Product”** means:
 - (i) goods supplied by Trinity to the Customer which are not the subject of a Security Interest in favour of Trinity;
 - (ii) goods supplied by Trinity to the Customer in which title has passed to the Customer; and
 - (iii) other products or goods substantially similar to goods supplied by Trinity to the Customer that have been purchased or acquired by the Customer from a person other than Trinity;
- (v) **“Perfected”** has the meaning given to it in the PPSA;
- (w) **“Possession”** has the meaning given to it in the PPSA;
- (x) **“PPSA”** means the Personal Property Securities Act 2009 (Cth);
- (y) **“Proceeds”** has the meaning given to it in the PPSA;
- (z) **“Secured Money”** means:
 - (i) all moneys which are now or in the future owing (whether actually or contingently) by the Customer in any capacity to Trinity either alone or in conjunction with any other person on any account or for any reason whatever including (without limitation) all moneys owing at any time in connection with the Standard Terms, Your Trinity Account, or any Collateral Document;
 - (ii) all costs, charges, liabilities and expenses owed to or incurred directly or indirectly by Trinity in relation to the Standard Terms, Your Trinity Account, or any Collateral Document (including those which relate to the enforcement or attempted enforcement by Trinity of the Standard Terms, any Collateral Document or any Encumbrance given by the Customer to Trinity); and
 - (iii) any other moneys which are acknowledged by the Customer as forming part of the Secured Money whether in the Standard Terms, a Collateral Document, an Encumbrance or any other agreement or instrument;
 - (iv) all other money intended to be secured under the Standard Terms or the Charge (or any agreement or Encumbrance related to or associated with the Standard Terms or the Charge, including without limitation, a Collateral Document); and
 - (v) interest accruing from time to time on all of the above money, irrespective of whether:
 - (vi) the Charge or any other Encumbrance created by or in connection with the Standard Terms or Your Trinity Account is or remains valid or is released or discharged;
 - (vii) such amounts and liabilities are owing at a particular time or in the future, or whether they are owing actually, prospectively, contingently or otherwise; and
 - (viii) any amount or liability is, at any particular time, ascertained or unascertained,
 and a reference to “Secured Money” includes the whole or any part or parts of such money;
- (aa) **“Security Amount”** means the value of the security that must be provided by You to Trinity which, in the case of a Bank Guarantee, means the amount payable on demand under a Bank Guarantee which will be an amount of no less than the Account Limit;
- (bb) **“Security Interest”** has the meaning given to it in the PPSA;
- (cc) **“Security Interest Product”** means:
 - (i) goods supplied by Trinity to the Customer which are the subject of the Security Interest in favour of Trinity; and
 - (ii) goods supplied by Trinity in which title has not passed to the Customer;
- (dd) **“Standard Terms”** means these standard terms and conditions (as amended by Trinity from time to time) and Your Application;
- (ee) **“Statement”** means a statement issued by Trinity to You which shows purchases made and charges incurred in connection with Your Trinity Account for an agreed billing period;
- (ff) **“Trinity”** means Trinity Petroleum Services Pty Ltd ACN 010 708 102;
- (gg) **“Trinity Account”** means a trade credit account approved by Trinity for use by You in accordance with the Standard Terms;

Trinity Card Standard Terms & Conditions

1. DEFINITIONS AND INTERPRETATION (Cont.)

- (hh) **“Trinity Card”** means a trade credit card issued by Trinity to You and which is linked to a Trinity Account;
- (ii) **“Trinity User Card”** means a Trinity Card for use with a specific Cardholder as nominated by You;
- (jj) **“Trinity Vehicle Card”** means a Trinity Card for use with a specific vehicle as nominated by You; and
- (kk) **“You”** and **“Customer”** means the partnership, firm, body corporate or other person or entity who has applied for and/or has been granted a Trinity Account.

1.2 Interpretation

In the interpretation of the Standard Terms, unless the context or subject matter otherwise requires:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a Government Authority, and other legal entities, and where necessary, include successor bodies;
- (d) references to months mean calendar months;
- (e) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (f) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of the Standard Terms;
- (g) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (h) each clause or subclause in a list is to be read independently from the others in the list;
- (i) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- (j) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. TRINITY CARD

2.1 Application, issue and use of Trinity Card

- (a) If Trinity accepts Your Application, Trinity may issue a Trinity Card to You.
- (b) Trinity may at any time and for any reason (in its absolute discretion) elect to reject Your Application.
- (c) You are deemed to have agreed to be bound by the Standard Terms if you:
 - (i) use a Trinity Card; or
 - (ii) sign an application form for a Trinity Account.
- (d) You agree that the use of the Trinity Card will only be in accordance with the Standard Terms and will ensure compliance with the Standard Terms by all of Your Cardholders.
- (e) You and your Cardholders must only use Trinity Card for the purchase of Approved Goods and Services.
- (f) Unless Trinity agrees otherwise in writing, every Trinity Card issued to You will be printed with Your name and unique number identifying You as well as any additional information as determined by Trinity.
- (g) Each Trinity Vehicle Card will be printed with the nominated vehicle's registration details and other identification data for the nominated vehicle as advised by You. You must ensure that any such Trinity Vehicle Card is used only for purchases of Approved Goods and Services for the nominated vehicle.
- (h) Each Trinity User Card will be printed with the relevant Cardholder's name and must have the Cardholder's usual signature on the signature panel on the reverse side of the Trinity User Card. You must ensure that any Trinity User Card is used only for purchases of Approved Goods and Services by the nominated Cardholder whose signature appears on the Trinity User Card. The person presenting the Trinity User Card will be required to sign the necessary sales voucher and where:
 - (i) the signature does not correspond with the signature on the reverse side of the Trinity User Card;
 - (ii) Trinity requests further proof of identification; and
 - (iii) Trinity is not satisfied that the person presenting the Trinity User Card is the person authorised to use the Trinity User Card,
 Trinity may in its absolute discretion refuse to process the transaction.
- (i) Trinity Cards must not be used after the expiry date as printed on the card. Purchases must not be made using a Trinity Card after its cancellation, expiry or termination.

- (j) Except where Trinity has been notified of the loss, theft or possible unauthorised use in accordance with the Standard Terms, You will be liable to Trinity for all purchases made with a Trinity Card and you authorise Trinity to debit your Trinity Account with every purchase of goods or services made by a person presenting a Trinity Card, including, without limitation, where:
 - (i) in respect of a Trinity Vehicle Card, any purchase made in respect of a vehicle other than the vehicle nominated on a Trinity Vehicle Card; and
 - (ii) in respect of a Trinity User Card, where any purchase is made or processed in circumstances where the specified Cardholder is not the person presenting the Trinity User Card.

2.2 Termination

- (a) Trinity may cancel, suspend or terminate Your Trinity Account or any Trinity Card issued to You at any time for any reason without prior notice to You without being required to provide a reason for the cancellation, suspension or termination.
- (b) You may terminate or suspend Your Trinity Account or cancel a Trinity Card issued to You at any time by giving written notice to Trinity. The termination or suspension will not take effect until written notice is received by Trinity.
- (c) Where an individual Trinity Card is cancelled You must immediately return the cancelled Trinity Card to Trinity.
- (d) On termination of Your Trinity Account or cancellation of Your Trinity Cards:
 - (i) You must immediately return all cancelled Trinity Cards to Trinity; and
 - (ii) all outstanding amounts owing to Trinity will immediately become due and payable to Trinity in full.

2.3 Purchase of goods

- (a) On presentation of a Trinity Card, Trinity will make supplies of Approved Goods and Services available to the Cardholder subject to the type of Trinity Card carried by the Cardholder and the validity of the card at the time of purchase.
- (b) The Cardholder is required to use another means of paying for purchases of any goods or services other than Approved Goods and Services.
- (c) You must advise all of Your Cardholders that only Approved Goods and Services may be purchased on the Trinity Card.
- (d) The Cardholder must check that the details on the sales receipt are correct and retain the receipt for Your own record and reconciliation requirements.
- (e) A fee may be charged by Trinity for the retrieval of any sales receipt/s already supplied to the Cardholder.

2.4 Ownership of Trinity Card

- (a) Each Trinity Card issued to You remains the property of Trinity.

2.5 Lost or Stolen Trinity Cards

- (a) If any Trinity Card is lost, stolen, damaged or if a Cardholder becomes aware of the possibility of any unauthorized use of the Trinity Card, the Cardholder must immediately notify Trinity by telephone during business hours and then immediately confirm the details in writing. Until Trinity has received written notice, You will be liable for any unauthorized use of the Trinity Card.
- (b) You must pay a replacement card fee for each Trinity Card which is lost or any fee which Trinity at its discretion, may decide to implement from time to time.

2.6 Variations to Standard Terms

- (a) Subject to clause 2.6(b), Trinity may vary the Standard Terms at any time by giving written notice to You.
- (b) Trinity must give You written notice of any variation of the Standard Terms not less than seven (7) days before the change takes effect if the variation or modification:
 - (i) imposes an increased charge relating solely to the operation of the Trinity Account or the Trinity Card; and
 - (ii) adjusts your Account Limit and/or fees applying to the use of the Trinity Card, except if such charges are imposed by Federal or State Governments.

Trinity Card Standard Terms & Conditions

3. PAYMENT AND CREDIT TERMS

- 3.1 Purchases must be paid for no later than the 7th day of the month immediately following the month of delivery (eg: purchases in June must be paid no later than 7th July). If the 7th day of the month falls on a weekend or public holiday, payment is due on the nearest working day prior to the 7th.
- 3.2 Trinity at its discretion may provide shorter terms than the above if it so chooses.
- 3.3 The amount owing on Your Trinity Account must not at any time exceed the Account Limit and any amount charged to Your Trinity Account which exceeds the Account Limit will be immediately payable by You to Trinity on demand.
- 3.4 Should You wish to dispute any entry in a Statement received from Trinity, You must immediately notify the Trinity Credit Controller of the dispute. Unless You dispute the amount owing as shown on a Statement within 30 days of receipt of the Statement, You will be deemed to have accepted the Statement and no matter in it will be open to dispute or challenge.
- 3.5 The Customer agrees to pay a monthly account keeping fee of \$5. The charge is payable at the end of each month and is subject to change at the sole discretion of Trinity.
- 3.6 The Customer shall pay a transaction fee for each transaction on your Trinity Account, or any fee which Trinity, at its discretion, may decide to implement from time to time.
- 3.7 Trinity reserves the right to charge You an amount of \$20.00 (inclusive of GST) per Statement for additional copies of Statements previously supplied to Your latest advised address. Such charge may be varied at Trinity's sole and absolute discretion without prior notice to you. The charge will be payable at the end of the month in which the copies are requested.
- 3.8 Payments via credit card will attract a credit card surcharge at the applicable rates as notified by Trinity. The surcharge rate is applied against the full value of the payment being made. Trinity reserves the right to charge You any Government taxes or charges that are or may be imposed in respect of the credit card Surcharge. The credit card surcharge will appear on your Statement.
- 3.9 If security is required, You will be advised of the Security Amount when Your Trinity Account is approved. If security is required, then You will not be able to use Your Trinity Account until the nominated security has been provided. Trinity reserves the right to withdraw or vary credit facilities, payment terms and the amount and type of security required from You at any time in its sole and absolute discretion. Such security may include a Bank Guarantee or any other form of security Trinity considers appropriate in its sole and absolute discretion. If Trinity holds security, it may require You to provide additional security at any time in whatever form and for whatever amount Trinity considers appropriate in its sole and absolute discretion. If Trinity requests security or additional security and that security or additional security, as the case may be, is not provided in the form and by the date stipulated in a notice from Trinity, then Trinity may suspend Your Trinity Account and, if it does so, any money then outstanding will become due and payable forthwith on demand. You will receive notice of any changes should this occur.
- 3.10 If Trinity requests it, You must provide Trinity with balance sheets and profit and loss statements for a period and in the precise format and form stipulated in a written notice from Trinity and, if you receive any such written notice from Trinity, the information required by the written notice must be provided no later than one month after the date of Trinity's written notice to You.

4. DIRECT DEBIT ARRANGEMENTS

- 4.1 Unless otherwise agreed to in writing between You and Trinity, payment for all goods and services supplied by Trinity to You must be received by Trinity in accordance with this clause 4 by direct debit into Trinity's nominated bank account. Where Trinity has approved other credit facilities and credit terms for You, payment must be received by Trinity in accordance with those terms.
- 4.2 You acknowledge that:
 - (a) by providing bank account details to Trinity in your Application (or separately in writing) you have authorised Trinity to arrange for funds to be debited from your nominated account;
 - (b) your nominated account will be debited on the due date for payment as shown on each Statement (or where that date falls on a non-Business Day, the next Business Day) and for the full amount shown on each Statement; and
 - (c) Trinity may, at any time and in its sole and absolute discretion, vary the direct debit arrangements or cancel the direct debit arrangements and require alternative payment by You;
- 4.3 You may at any time by giving at least 7 days written notice to Trinity:
 - (a) terminate the direct debit arrangements; or
 - (b) stop a particular payment under the direct debit arrangements;

4.4 You must ensure that:

- (a) sufficient funds are available in your nominated bank account to allow a payment to be made on the relevant due date;
- (b) Trinity is notified immediately if your nominated bank account is suspended, transferred or closed for any reason;
- (c) the authorisation given to draw on your nominated account is identical to the account signing instruction held by the bank or financial institution where your account is held; and
- (d) a suitable alternative payment method is arranged if for any reason the direct debit arrangements are cancelled or suspended by Trinity, You or the relevant bank or financial institution.

4.5 Where there are insufficient funds available in your nominated account to meet your payment requirements or payment of any amount due to Trinity is otherwise not made on the due date for payment, You must, if requested by Trinity, pay interest on the amount outstanding from the due date for payment until the date that Trinity receives full payment of the amount owing including any accrued interest. The interest rate of 15% p.a. will apply and is subject to variation in Trinity's sole and absolute discretion. This will not affect either Your obligation to pay on the due date or Trinity's other rights. The interest charge is payable at the end of the month in which it accrues. The obligation to pay interest on overdue amounts survives any termination of your Trinity Account.

5. DEFAULT EVENT

5.1 A Default Event occurs if:

- (a) Trinity considers Your creditworthiness has become unsatisfactory (in its sole and absolute discretion);
- (b) You fail to pay Trinity any payment within 3 days after the due date for payment (the payment is deemed to be made on the date that Trinity receives cleared funds into its nominated bank account);
- (c) Trinity considers (in its sole and absolute discretion) that You are or will be unable to make any payment required in accordance with the Standard Terms;
- (d) You do not comply with any one or more of Your obligations under the Standard Terms; or
- (e) You:
 - (i) have become insolvent or bankrupt;
 - (ii) have a controller as defined in the *Corporations Act 2001* (Cth) or an analogous person appointed to You or to any of Your property;
 - (iii) are taken under section 459F(1) of the *Corporations Act* (Cth) to have failed to comply with a statutory demand;
 - (iv) enter into a compromise or arrangement with, or assignment for the benefit of, any of Your members or creditors; or
 - (v) are affected by any analogous event.

5.2 If a Default Event occurs, then, without in any way affecting Trinity's other rights, Trinity may:

- (a) require immediate payment of all amounts outstanding (whether or not then due and payable) and sue for all unpaid amounts irrespective of the due date for payment of such amounts;
- (b) terminate or suspend Your Trinity Account with immediate effect;
- (c) charge You for all its reasonable expenses incurred as a result of the Default Event; or
- (d) engage in any combination of the above.

6. SECURITY FOR PAYMENTS

6.1 As security for the satisfaction of Your obligations under the Standard Terms, including, without limitation, due and punctual payment of money owed to Trinity in connection with Your Trinity Account, You:

- (a) (as beneficial owner) charge in favour of Trinity all Your right, title and interest in, to, under or derived from the Charged Property;
- (b) agree to deliver to Trinity a mortgage (in a form acceptable to Trinity and on such terms as Trinity considers necessary for the purpose of giving full effect to the Charge) in respect of any Land which forms part of the Charged Property (or any part of it) within 7 days of written demand from Trinity together with any other information or documents required to obtain registration of the mortgage;
- (c) acknowledge and agree that, by virtue of the Standard Terms and the Charge, Trinity has a caveatable interest in all Land which forms part of the Charged Property;

Trinity Card Standard Terms & Conditions

6. SECURITY FOR PAYMENTS (Cont.)

- (d) consent to the lodging of a caveat over any Land You own to which the Charge attaches and You must immediately on request execute a Form 18 General Consent to the lodging of that caveat in registrable form;
- (e) release Trinity to the maximum extent permitted by law from any liability, claim, loss, demands, damage, penalty, charge, claim, action, harm, injury, cost or expense of any kind whatsoever (including Consequential Loss) which You (or any other party) suffers, incurs or is liable for in connection with the lodgement by Trinity of a caveat over Land forming part of the Charged Property (or any part of it);
- (f) agree that if a Default Event occurs, Trinity may appoint a receiver, administrator or appropriate person to collect, realise and/or sell the Charged Property to satisfy Your indebtedness to Trinity; and
- (g) agree to be liable for and pay all of Trinity's legal costs on an indemnity basis which are incurred as a result of taking steps to protect, recover under and/or enforce in any way the securities created pursuant to this clause.

6.2 You:

- (a) acknowledge that if Trinity accepts Your Application, it does so on the basis that it is obtaining the benefit of the Charge to secure payment of the Secured Money to Trinity and the performance by You of Your obligations under the Standard Terms; and
- (b) must promptly do all acts, matters and things required by Trinity to:
 - (i) procure the grant of any Encumbrance over the Charged Property as requested by Trinity from time to time to provide more effective security to Trinity over the Charged Property for the payment of the Secured Money; and
 - (ii) enable Trinity to protect and exercise its rights under the Standard Terms, any Collateral Document, the Charge or any Encumbrance or Security Interest, including, without limitation:
 - (A) obtaining consents;
 - (B) signing and producing documents; and
 - (C) completing documents and supplying information;
- (c) must not Dispose Of any Charged Property (other than in the ordinary course of business) without Trinity's prior written consent; and
- (d) must not grant, create or give any Encumbrance, Security Interest or other interest inconsistent with or in priority to Trinity's rights under the Charge or the Standard Terms without Trinity's prior written consent (which may be withheld by the Company in its absolute discretion).

6.3 If Trinity determines that the Standard Terms, Your Trinity Account, a Collateral Document or the Charge (or any agreement or Encumbrance related to or associated with the Standard Terms, Your Trinity Account, a Collateral Document or the Charge) is or contains a Security Interest, You:

- (a) authorise Trinity to:
 - (i) file all Financing Statements (and other documents); and
 - (ii) do all things (including completing and adding schedules to this document to further identify the Charged Property),

which Trinity considers, in its sole and absolute discretion, to be necessary or desirable for the purposes of:

- (iii) protecting and preserving the Charged Property and to realise its Security Interest;
 - (iv) ensuring the Security Interest is Attached, enforceable, Perfected and otherwise effective;
 - (v) enabling Trinity to apply for registration, or give any notification, in connection with the Security Interest so that the Security Interest has the priority required by Trinity; or
 - (vi) enabling Trinity to exercise its rights in connection with the Security Interest; and
- (b) agree to promptly do anything which Trinity requires for the purposes of:
- (i) protecting and preserving the Charged Property and to realise its Security Interest;
 - (ii) ensuring the Security Interest is Attached, enforceable, Perfected and otherwise effective;
 - (iii) enabling Trinity to apply for registration, or give any notification, in connection with the Security Interest so that the Security Interest has the priority required by Trinity; or
 - (iv) enabling Trinity to exercise its rights in connection with the Security Interest,

including, without limitation:

- (v) obtaining consents;

- (vi) signing and producing documents; and
- (vii) completing documents and supplying information.

6.4 You agree that in respect of any Security Interest Product that is not used predominantly for personal, domestic or household purposes, the following sections of the PPSA do not apply:

- (a) section 95 (notice of removal of accession), to the extent that it requires Trinity to give You a notice;
- (b) section 121(4) (enforcement of liquid assets – notice to grantor);
- (c) section 130 (notice of disposal), to the extent that it requires Trinity to give You a notice;
- (d) section 132(3)(d) (contents of statement of account after disposal);
- (e) section 132(4) (statement of account if no disposal);
- (f) section 135 (notice of retention);
- (g) section 142 (redemption of collateral); and
- (h) section 143 (reinstatement of security agreement).

6.5 You irrevocably appoint Trinity and each of its directors jointly and each of them severally to be Your duly constituted lawful attorney for the purpose of:

- (i) drawing, executing, registering and enforcing such Encumbrances and securities as required by Trinity from time to time including, without limitation, a mortgage or caveat and any ancillary documents necessary to perfect such mortgage or caveat. This does not discharge Your obligations under the Corporations Act 2001 (Cth);
- (ii) executing on behalf of and in the name of and as the act and deed of the Customer, any document required by Trinity under clause 6.2 or 6.3; and
- (iii) doing all other things and sign all other documents required by Trinity to give effect to clause 6.2 and 6.3.

6.6 You must:

- (i) ratify and confirm all acts of each attorney done or made under clause 6.5; and
- (ii) pay to Trinity on demand the costs, expenses or other liabilities incurred by or on behalf of Trinity or an attorney appointed under clause 6.5.

6.7 Each attorney appointed under clause 6.5 has the power at any time to appoint a substitute as the attorney of the Customer.

7. TITLE AND RISK

- (a) Title to goods supplied by Trinity to You will remain with Trinity until Trinity has received payment in full for the goods.
- (b) Risk will pass to You on delivery of the goods to You.
- (c) Until payment has been received by Trinity for all or any outstanding amounts, You hold the goods as bailee for Trinity.
- (d) If You sell or Dispose Of (or purport to sell or Dispose Of) any Security Interest Product or Assigned Product then:
 - (i) You do so as a fiduciary for Trinity;
 - (ii) the Proceeds will remain the property of Trinity to the extent of the money owed to Trinity by You and You must account to Trinity on demand for that portion of the Proceeds; and
 - (iii) You stand possessed of those Proceeds on a fixed and specific trust for Trinity.
- (e) If You mix or commingle (or allow any Security Interest Products to become mixed or commingled) with any Other Product, You will be deemed to have assigned title to the Other Products to Trinity and title to those Other Products will pass back to You only when all money owing to Trinity by You has been paid in full.
- (f) Without limiting Trinity's other rights, if You fail to pay any amount owing to Trinity for goods supplied by Trinity to You by the relevant date for payment then Trinity may, without in any way affecting its other rights and without prior notice to You, recover and sell any Charged Property, Security Interest Products and Assigned Products. You grant to Trinity (and its agents, contractors, employees, representatives and servants), an irrevocable licence to enter any premises occupied by You at any time and without prior notice to identify, remove and take possession of any Charged Property, Security Interest Products and Assigned Products for that purpose.
- (g) To the maximum extent permitted by law, You indemnify Trinity in respect of all costs, claims, loss or damage which Trinity suffers, incurs or is liable for in connection with the exercise of its rights under this clause.

Trinity Card Standard Terms & Conditions

8. EVIDENCE OF DELIVERY AND QUANTITY

8.1 The signature, order or acknowledgement of delivery of any manager, operator, employee or person appearing to be in charge of the location at which delivery is made is prima facie evidence of the fact of delivery of the goods to You and the quantity of products delivered.

9. FORCE MAJEURE

9.1 Trinity is not liable for any costs, claims or damage resulting from any failure to perform its obligations under the Standard Terms to the extent such failure is caused or contributed to in any substantial part by:

- (a) compliance with any order, request or control of any Government or Governmental Authority or person purporting to act for either; or
- (b) anything beyond its immediate control, including without limitation, strikes, lockouts, employment difficulties, accidents, breakdowns, and plant shutdowns. Act of God, invasion, riot, civil commotion, revolution, conspiracy, civil war, mutiny, war has in fact been declared or not, fire, epidemic inability of Trinity to supply stocks or sufficient transport facilities to enable its normal stocks in Australia to be maintained, restrictions or restraints by any Government or other authority, injury to or breakdown, expropriation or confiscation of any part of Trinity's plant or facilities, accidents to or preventing the proper navigation of vessels, the imposition of restrictions or regulations affecting the transport of stock by sea or land or the landing of stock into Australia and any act matter or thing of whatsoever nature beyond the immediate control of Trinity.

9.2 Regardless of whether caused by any of the events, matters or things referred in clause 9.1, if there is or if Trinity believes in its reasonable opinion there may be such a shortage of supplies such that Trinity is or may be unable to meet the requirements of its customers (of all kinds), Trinity may allocate among such customers its available or expected supplies in such reasonable manner as it may determine, without being in breach of the Standard Terms for any shortage of supply.

9.3 Trinity is under no obligation to sell any goods to You if:

- (a) You have failed to pay for any goods previously supplied;
- (b) You are otherwise in breach of the Standard Terms;
- (c) You indicate (whether expressly or impliedly) that You will not pay in accordance with the Standard Terms for any goods to be sold to You.

9.4 No curtailment or suspension of deliveries will operate to:

- (a) relieve You of your obligations to make payment for all goods delivered to You; or
- (b) prevent You from purchasing goods from other suppliers on your own account.

10. SPECIFICATIONS, WARRANTIES AND RELEASES

10.1 Trinity warrants that all goods supplied will meet or exceed Australian, or where applicable, individual Australian fuel specification standards.

10.2 Subject to clause 10.3 (but otherwise to the maximum extent permitted by law), You acknowledge and agree that:

- (a) You have exercised Your independent skill and judgment in acquiring goods and services from Trinity; and
- (b) except as specified in clause 10.1:
 - (i) all goods supplied by Trinity to You are sold in an "as is, where is" condition;
 - (ii) no advice or representations are or have been given (or shall be implied) and You have not relied on any advice or representations by Trinity with respect to:
 - (A) the acceptable quality, the condition, state of repair, suitability or sufficiency or fitness for purpose of any goods;
 - (B) the nature or condition of any goods; or
 - (C) compliance by the goods or services with any laws, regulations, orders or by-laws or any requirements of any Government Authorities; and
 - (iii) Trinity does not make any other warranties (whether statutory, express or implied) other than those which are deemed to be given by Trinity by virtue of the Australian Consumer Law in respect of the supply of goods and services to You under these Standard Terms.

10.3 If You acquire goods or services from Trinity and you are a Consumer, then:

- (a) Certain statutory guarantees are deemed to be given by Trinity under the Australian Consumer Law (which cannot be excluded) in relation to those goods or services; and
- (b) You may have rights under the Australian Consumer Law in respect of any guarantee that is deemed to be given by Trinity by virtue of the Australian Consumer Law in relation to those goods or services.

10.4 To the extent permitted by law, Trinity, its employees or agents will not be

liable for loss or damage (including loss or damage as a result of third party claims, any loss of profits, loss of goodwill, loss of opportunity or any indirect, exemplary, special, incidental or consequential loss or damage) of any kind whatsoever, whether for negligence, breach of contract, misrepresentation or otherwise.

10.5 You fully indemnify Trinity against any loss, claim, damage, suit, action, expense or liability whatsoever incurred by Trinity in connection with:

- (a) the use or misuse by You of any goods used or supplied by Trinity;
- (b) the storage or handling by You of the goods supplied by Trinity;
- (c) a breach of the Standard Terms by You;
- (d) a Default Event including, without limitation, all costs and expenses (including legal costs on a full indemnity basis) incurred in the recovery or attempted recovery of any overdue amounts; or
- (e) any injury to or death of any person or any damage to or loss of property resulting from any negligence, wrongful act or omission, or breach of statutory duty by You or by Your employees, contractors, officers or agents.

10.6 To the extent permitted by law, Trinity is released from any liability in respect of any loss or damage suffered by You arising under, pursuant to or in connection with the Standard Terms, including any loss or damage arising out of or in connection with the supply of goods or services.

10.7 To the extent permitted by law, Trinity's liability (under any conditions, guarantee or warranty which cannot legally be excluded) in respect of goods supplied to You is limited to the:

- (a) replacement of the goods or the supply of equivalent goods; or
- (b) the cost of the goods.

10.8 To the extent permitted by law, Trinity's liability (under any conditions, guarantee or warranty which cannot legally be excluded) in respect of any services supplied to You is limited to:

- (a) Supplying those services again; or
- (b) the cost of the having those services supplied again.

11. GST AND TAXES

11.1 All Federal, State and Territory Government duties, levies, imposts, fees and taxes (excluding income tax and capital gains tax) which may at any time (now or in the future) be assessed, charged or imposed on or in respect of the supply of goods by Trinity to You and which do not otherwise form part of the price for the goods, will be charged to Your Trinity Account and will be payable by You, unless an approved exemption (from the relevant duly authorised competent authority) is provided to Trinity at or before the time of ordering the goods.

11.2 The following subclauses apply when determining the amount payable ('Payment') for any Supply made under the Standard Terms:

- (a) Unless expressly stated otherwise, any consideration payable is exclusive of GST.
- (b) If any Supply made under or in connection with the Standard Terms by a party or the other party is subject to GST, the amount payable for that supply will be increased by the amount of GST payable for that Supply.
- (c) If the Payment is determined by reference to any cost, expense or liability incurred by a party (the 'Payee') the reference to cost, expense or liability means the actual amount incurred by the Payee is entitled to claim in respect of that cost, expense or liability. The Payee will be assumed to be entitled to claim 100% Input Tax Credits unless it demonstrates to the other party that its entitlement is otherwise prior to the date on which the other party is required to make the Payment to the Payee.
- (d) If the Payment is a reimbursement by or indemnification of a loss determined by reference to revenue received or costs incurred the revenue earned net of GST and the costs will be determined in accordance with clause 11.2(c).
- (e) If the Payment arises from a revenue sharing arrangement or an obligation to pay a specified percentage of revenue, the Payment is to be calculated by reference to the relevant revenue net of GST.
- (f) If the party sets off an amount which is otherwise payable, the principles set out above will be applied to calculate the amount to be set off as if that amount has been paid.
- (g) For the purposes of this clause 11.2 'GST law' means the same as in the A New Tax System (Goods & Services Tax) Act 1999 and 'Consideration', 'Input Tax Credit' and 'Supply' mean the same as in the GST law. 'GST' means the same as the GST law and includes any similar broad based consumption tax on services.
- (h) The supplier of any Supply must provide all documentation required by the other party to claim any Input Tax Credit, set off, rebate or refund for or in relation to any GST included in any payment made in accordance with the Standard Terms.

12. SAFETY

- 12.1 You warrant and undertake that You will conduct the handling of goods supplied by Trinity and the installation, repair and use of equipment used to store and dispense such goods, and otherwise carry on business at the location at which these goods are used, in a professional and safe manner and in compliance with all current legislation, codes and regulations, having regard to the potentially dangerous nature of petroleum products.
- 12.2 You further warrant that all tanks, pumps, hoses and other equipment for the storage and dispensing of such goods are sound, intact and in good working condition.

13. NOTICES

- 13.1 All notices given under the Standard Terms must be in writing and delivered, mailed or sent by facsimile or email:
- (a) To You – Your contact details as shown in Your Application (or as otherwise advised by you in writing).
- (b) To Trinity:
 145 Hartley Street, Cairns
 Ph: (07) 4035 5888
 Fax: (07) 4035 6777
 Email: ar@trinitypet.com.au
 (or as otherwise advised by Trinity in writing);
- 13.2 A notice given to a person in accordance with the Standard Terms is deemed to have been given and received:
- (a) if sent by mail – two Business Days after the date the notice was accepted by the post office from the party sending the notice;
- (b) if sent by facsimile - on receipt by the party sending the notice of an acknowledgement or transmission report generated by the machine from which the fax was sent; and
- (c) if sent by email – on receipt of the email by the recipient's computer network.
- 13.3 You will be deemed to have accepted any variations to the Standard Terms or of any matter relating to or in connection with Your Trinity Account if you use Your Trinity Card after receipt of notice of such variations from Trinity.

14. GENERAL

- 14.1 Trinity's right to require strict performance of the Standard Terms will not be affected by any indulgence, waiver of course of dealing, and any waiver will be deemed not to be a continuing waiver.
- 14.2 Any assignment of rights or obligations under the Standard Terms by You will be void unless the written consent of Trinity is first obtained. Trinity may assign any of its rights, benefits or obligations under or connection with the Standard Terms without Your consent.
- 14.3 The laws of Queensland apply in respect of the Standard Terms and any supply made in accordance with the Standard Terms.
- 14.4 If any provision of the Standard Terms should be for any reason invalid or unenforceable, the validity and enforceability of all other provisions will not be affected.
- 14.5 You must notify Trinity in writing within seven days of any:
- (a) material change in Your legal or financial standing; or
- (b) change in your Your address,
- 14.6 Time for payment is of the essence (without set-off, counterclaim, abatement, analogous deduction or otherwise).
- 14.7 Trinity is entitled to offset any amount owing to it by You against any amount owed to You by Trinity.
- 14.8 A quotation by Trinity does not constitute an offer. Quotations are provided as a pricing guide only and are not binding.
- 14.9 Purchases must be paid for no later than the 7th day of the month immediately following the month of delivery (eg: purchases in June must be paid no later than 7th July). If the 7th day of the month falls on a weekend or public holiday, payment is due on the nearest working day prior to the 7th.
- 15 Trinity at its discretion may provide shorter terms than the above if it so chooses.
- 15.1 The Customer agrees to pay a monthly account keeping fee of \$5. The charge is payable at the end of each month and is subject to change at the sole discretion of Trinity.
- 15.2 The Customer shall pay a transaction fee for each transaction on your Trinity Account, or any fee which Trinity, at its discretion, may decide to implement from time to time.