



REQUIREMENTS AND TRADING TERMS

Credit Limit Required: \$ [] Trading Terms: Payment Method: Direct Debit

How long have you operated the business: [] years [] months Date Registered: []/[]/[]

If less than 12 months, previous occupation []

Has the company ever had receivers and/or managers appointed to it? [] Yes [] No

Has the company ever been the subject of a winding up application? [] Yes [] No

Has the director of the company, or any individual, or any partner of the partnership, ever been a director or shareholder of any company that:

(i) Had receivers or managers appointed; [] Yes [] No

(ii) Had administrators appointed; [] Yes [] No

(iii) Had liquidators appointed; [] Yes [] No

(iv) Entered into a deed of company arrangement with its creditors? [] Yes [] No

Has any director of the company, or any individual, or any partner of the partnership, ever been bankrupt, or been the subject of a creditor's petition application, or entered into a personal insolvency agreement with creditors? [] Yes [] No

! If yes to any of the above, provide details and attach relevant documentation.

ASSET AND LIABILITY INFORMATION (Please supply asset and liability information or attach information)

Assets []

Table with 3 columns: Property, Address, Property Value, Amount Owing/Mortgaged. Rows 1 and 2.

Total Number of Vehicles: [] Value [] Remaining Financed Amount []

Liabilities (>10K)

Total Number of Credit Cards: [] Total Limit [] Total Owing []

Table with 3 columns: Loan/s, Lender Name, Original Loan Value, Total Still Owing. Rows 1 and 2.

! Please Supply FOUR (4) Trade References including your existing fuel/oil supplier (NB: excluding any lending institution, bank or utilities provider)

Table for trade references with columns: Name, Address, Phone, Fax, Email. Rows 1, 2, 3, 4.

! Security Requirements

Trinity Petroleum may require Security to be provided by the Customer to better secure all monies payable or to become payable on the Customer's Account in line with Trinity Petroleum's Credit Policy.

Forms of security which Trinity Petroleum will consider at its discretion are:

Directors/Personal Guarantees; cash deposit; Bank Guarantee; Performance Bond; Bill of Sale over chattels; mortgage over real property.

The amount of security required will be determined by Trinity Petroleum relevant to the Customer's credit limit.



COMPANY DIRECTOR GUARANTEE AND INDEMNITY (Must be provided for company accounts)

DEFINITIONS:

Customer means the entity named under the heading "Customer's Details" in the attached credit application and includes the Customer's successors and assigns, and, if customer is comprised of more than one person, means those persons jointly and severally.

Trinity Petroleum means Trinity Petroleum Services Pty Ltd and/or any of its subsidiaries or related entities as defined by the Corporations Act 2001.

Products means Trinity Petroleum motorfuels, lubricants and other products and services provided at any retail site or depot.

1. In consideration of Trinity Petroleum agreeing to trade with Customer and supply Products on credit, the person(s) named below as Guarantors, jointly and severally, guarantee:
 - a. due and punctual payment of all monies owing to Trinity Petroleum by Customer;
 - b. due performance and observance of the terms and conditions of the Business Account; and
 - c. to indemnify and keep indemnified Trinity Petroleum against any and all loss and/or damage arising out of, or in connection with, Customer's contravention of the terms and conditions of the Business Account and/or any failure by Customer to duly pay monies owing to Trinity Petroleum.
2. This Guarantee and Indemnity will be a principal obligation of the Guarantor/s.
3. There is no obligation on Trinity Petroleum to make demand upon or proceed against Customer before making demand upon and proceeding against the Guarantor/s.
4. Both my/our Guarantee and Indemnity are continuing security and my/our liability will not be voided, abrogated, prejudiced, or affected by:
 - a. any variation to Customer's Business Account whether immaterial or material notwithstanding the variation may have been without the

Guarantor's consent;

- b. any prior Guarantee given on behalf of Customer;
 - c. the granting of any time, indulgence or other concession to Customer or to any Guarantor, or by anything omitted or neglected to have been done by Trinity Petroleum;
 - d. the liquidation of Customer or release of any other Guarantor; or
 - e. Trinity Petroleum obtaining Judgment against Customer or any of the Guarantors in any relevant Court.
5. In order to secure the payment of all monies for which the Guarantor may become liable under this Guarantee and Indemnity, the Guarantor hereby charges, as benefit owner, all of the Guarantor's legal and equitable interest in any real or personal property that the Guarantor presently owns or which he or she may acquire in the future. The Guarantor consents to the lodgement of a caveat over any such real property by Trinity Petroleum so as to note Trinity Petroleum's proprietary interest. The Guarantor further consents to Trinity Petroleum registering a security interest over the Guarantor's personal property pursuant to the provisions of the Personal Property Securities Act 2009 to note Trinity Petroleum's interest and the Guarantor waives any entitlement to notice that it might otherwise be entitled to receive under the said Act. Immediately upon demand by Trinity Petroleum, or its agent, the Guarantor will execute and deliver to Trinity Petroleum any mortgage in registrable form or consent to caveat or such other instrument of security as Trinity Petroleum may require. In the event that the Guarantor fails to deliver any such requested instrument or security, the Guarantor hereby appoints Trinity Petroleum as its lawful attorney for the purpose of executing and negotiating such instruments.
 6. The Guarantor represents and warrants that all of the information concerning any trust of which the Customer is a trustee as set out in clause 21 of the "Terms & Conditions applicable to all accounts" is true and correct in every particular and the Guarantor agrees to indemnify and keep Trinity Petroleum indemnified against all loss and damage that Trinity Petroleum may suffer, incur or be subjected to if any of the information set out in clause 21 proves to be untrue, inaccurate or misleading in any respect.

GUARANTORS/DIRECTORS

⚠ WARNING: You should seek independent legal and financial advice before signing this document. By signing this Guarantee and Indemnity you may become personally responsible instead of, or as well as, the Customer.

I/We understand and agree to be bound by the Terms and Conditions of this Credit Application for a Business Account and the Guarantee and Indemnity:

Guarantor 1

First Name

Middle Name

Surname

DOB / /

Street Address

Suburb

State Postcode

Email

Phone Licence #

Signature Date / /

Guarantor 2

First Name

Middle Name

Surname

DOB / /

Street Address

Suburb

State Postcode

Email

Phone Licence #

Signature Date / /

Guarantor 3

First Name

Middle Name

Surname

DOB / /

Street Address

Suburb

State Postcode

Email

Phone Licence #

Signature Date / /

Guarantor 4

First Name

Middle Name

Surname

DOB / /

Street Address

Suburb

State Postcode

Email

Phone Licence #

Signature Date / /

⚠ Please supply copy of drivers licence(s) for ALL Guarantors

ACCEPTANCE OF TERMS & CONDITIONS & PRIVACY ACT 1988 (AS AMENDED) ACKNOWLEDGMENT

The Customer:

- makes application for a Business Account and credit facility with Trinity Petroleum;
- acknowledges that Trinity Petroleum may accept or reject such application in its absolute discretion;
- acknowledges that Trinity Petroleum may disclose any information provided by the Customer to its Credit Insurers at any time;
- agrees that Trinity Petroleum may vary any of the terms and conditions of this Agreement at any time by fourteen (14) days written notice sent to the Customer's last known address;
- declares that the information provided in this application is true and correct;
- warrants that if it is applying as a Trustee of a Trust that it has full authority as Trustee to enter into agreements for the supply of goods and/or services on credit;
- warrants that each of the Officer/s of the Customer and any Guarantor/s gives consent to Trinity Petroleum:
 - disclosing and obtaining personal information to and/or from another Credit Provider or Credit Reporting Agency;
 - using any information obtained for the purposes of assessing this Credit Application, collecting payments as due under this Agreement, and notifying other Credit Providers of their creditworthiness;
 - disclosing any information held when required to make public disclosure or to do so by law;
 - to notify other Credit Providers and/or any Credit Reporting Agencies of a default by me/us.

! Please note Trinity Petroleum is committed to customer service and maintains a Privacy Policy which outlines our ongoing obligations to you in respect of how we manage your Personal Information. Our Privacy Policy can be obtained via our website or by contacting our Head Office.

Notification of collection of Personal Information:

Trinity Petroleum collects Personal Information in accordance with its Privacy Policy: <http://www.trinitypet.com.au/privacy>. Our Privacy Policy contains information on how you may access and seek correction of Personal Information we have collected and/or hold about you, our complaints process for any potential breach of policy or of the Australian Privacy Principles and our full contact details. Please be aware that your Personal Information may be disclosed to third parties in the ordinary course of business or otherwise for purposes such as recruitment and employment, competitions, insurance claims, establishing credit accounts, credit history reporting, complaints processing, and includes the potential disclosure to overseas recipients including Trinity Petroleum's shareholders in Japan and/or its credit insurance underwriters and Microsoft Hosted Exchange data storage in Hong Kong and/or Singapore. By providing us with your Personal Information you are expressly acknowledging acceptance our Privacy Policy, your consent to the potential use and/or disclosure of your Personal Information overseas, and your acknowledgement that Trinity Petroleum will not be responsible for ensuring that any overseas recipient is compliant with the applicable Privacy Principles in relation to your Personal Information. Trinity Petroleum will not be liable for any breach of the Australian Privacy Principles by any overseas recipient and you may have no recourse under the Privacy Act against overseas recipients.

! IMPORTANT You should not sign this declaration unless this loan (credit provided) is wholly or predominantly for business purposes or investment purposes other than investment in residential property. By signing this declaration you may **lose** your protection under the National Credit Code.

COMPANY (Please sign here)

Signed on behalf of the Company in accordance with Section 127 of the Corporations Act (or under Company Seal):

Director/Secretary

First Name

Middle Name

Surname

Signature Date / /

Director/Secretary

First Name

Middle Name

Surname

Signature Date / /

SOLE TRADER, PARTNERSHIP OR NON-CORPORATE TRUSTEE (Please sign here)

First Name

Middle Name

Surname

Signature Date / /

First Name

Middle Name

Surname

Signature Date / /

GUARANTORS (Please sign here)

First Name **1**

Middle Name

Surname

Signature Date / /

Witness Name

Signature Date / /

First Name **2**

Middle Name

Surname

Signature Date / /

Witness Name

Signature Date / /

First Name **3**

Middle Name

Surname

Signature Date / /

Witness Name

Signature Date / /

First Name **4**

Middle Name

Surname

Signature Date / /

Witness Name

Signature Date / /

! You must tick the relevant boxes on this page acknowledging your acceptance of our Terms & Conditions failing which your application will not be able to be processed.

TERMS & CONDITIONS APPLICABLE TO ALL ACCOUNTS

Part A: Terms & Conditions applicable to all Accounts

DEFINITIONS:

Credit Limit means the amount nominated by Trinity Petroleum as the maximum amount of credit it will extend to Customer from time to time.

Customer means the entity identified under the heading "Customer's Details" in the Credit Application to which these Terms & Conditions are attached and includes Customer's successors and permitted assigns, and, if Customer is comprised of more than one person, means those persons jointly and each of them severally.

Trinity Petroleum means Trinity Petroleum Services Pty Ltd and/or any of its subsidiaries or related entities as defined by the Corporations Act 2001.

Products means Trinity Petroleum's motor fuels, lubricants and other products and services provided at any retail site or depot.

1. The Customer may buy Products on credit up to the Credit Limit.
2. Trinity Petroleum reserves the right to suspend Customer's account without notice at any time if:
 - a. the Credit Limit is exceeded; or
 - b. Customer otherwise defaults under this Agreement.
3. Pricing of Products may be subject to daily fluctuations as published on Trinity Petroleum's price boards for Retail Accounts, via the Trinity Petroleum's website for other account types or as otherwise advised.
4. If Customer fails to accept delivery or give proper delivery instructions for the Products, then without affecting Trinity Petroleum's other rights, Trinity Petroleum may store the Products and charge Customer for all reasonable costs incurred by Trinity Petroleum, including without limitation, the cost of storage and insurance for the Products.
5. Trinity Petroleum is not obliged to sell or deliver Products to Customer if:
 - a. Customer has not paid for Products previously supplied;
 - b. is in default of another provision of this Agreement; or
 - c. Trinity Petroleum reasonably believes Customer is unable to:
 - (i). pay for Products ordered; or
 - (ii). accept delivery or transport Products in compliance with all applicable occupational, health and safety requirements.
6. If there is a shortage of supply of any Products such that Trinity Petroleum is unable to meet the requirements of all of its Customers, Trinity Petroleum may allocate the available Products amongst its Customers as it sees fit without liability to any Customer for any shortfall.
7. Customer is responsible for the payment of all taxes, duties and other imposts, whether retrospective or not, levied on or in relation to Products, which amounts will be charged to Customer as detailed on Trinity Petroleum's invoice.
8. Risk in Products purchased by Customer passes to Customer when Products are delivered to, or collected by, Customer.
9. Title to Products remains with Trinity Petroleum until payment is made in full for all Products purchased. Until payment is made in full in relation to all accounts held with Trinity Petroleum, customer holds Products as bailee for Trinity Petroleum and in the event that it fails to make payment as due, or sells the Products to a third party prior to making payment in full, then it hereby:
 - a. assigns the benefit of any claim against the third party to Trinity Petroleum;
 - b. must account to Trinity Petroleum for any sale proceeds;
 - c. holds the proceeds of sale as a trustee for Trinity Petroleum
 - d. consents to Trinity Petroleum registering a purchase money security interest on any relevant register.
10. Trinity Petroleum warrants that:
 - a. it will convey good title to Products supplied to Customer under this Agreement; and
 - b. those Products will conform to the description referred to on the accompanying delivery or sales documentation and meet Trinity Petroleum's standard specifications from time to time.
11. Customer must inform Trinity Petroleum of all complaints or claims in respect of the Products within two (2) days and further retain a sample for testing in accordance with Trinity Petroleum's Products information Statement available on request or via Trinity Petroleum's website.
12. Subject to any condition or warranty implied in favour of Customer by the *Competition and Consumer Act 2010 (Cth)* or any other applicable law which cannot lawfully be excluded, to the fullest extent permitted by applicable law the liability of Trinity Petroleum for defective Products including for breach of any implied condition or warranty will be limited to (at Trinity Petroleum's discretion):
 - a. the replacement of Products or the supply of equivalent products; and

b. the payment of the cost of replacing Products or of acquiring equivalent products;

provided however that notice of any complaint regarding Products is received by Trinity Petroleum in accordance with Clause 11.

13. Trinity Petroleum will not be liable to Customer or any other person in respect of any loss, injury or damage, including consequential loss or damage whether due to some willful or omission, neglect or default or some other cause and whether arising in contract, in tort, under statute or in any other way, which may be suffered or incurred or which may arise directly or indirectly as a result of or in any way connected with any Products supplied by Trinity Petroleum to Customer.
14. Payment must be made by Customer within the terms and via the payment method as advised by Trinity Petroleum upon acceptance of the Customer's Credit Application. Trinity Petroleum reserves the right to vary the payment terms and method on fourteen (14) days prior written notice.
15. Customer must pay Trinity Petroleum, as a liquidated debt, on demand all legal costs incurred by Trinity Petroleum in connection with any default under this Agreement including a failure by Customer to pay money owing to Trinity Petroleum, on a full indemnity basis.
16. Trinity Petroleum shall be entitled to charge interest on any money overdue during the period of default at a rate 2% higher than the rate for the time being charged by the Westpac Banking Corporation on unsecured overdrafts in excess of \$100,000.00.
17. If a Customer's payment via cheque or direct debit is dishonoured then the Customer will incur a \$50.00 dishonour administration fee in addition to any bank charges incurred by Trinity Petroleum.
18. Customer may not assign this Agreement without the prior consent of Trinity Petroleum and must notify Trinity Petroleum in writing within seven (7) days of any change of ownership of its business, shareholdings, directorships or corporate structure. Customer will remain liable for any Products supplied after any such change until such time as Trinity Petroleum approves such changes in writing.
19. Customer must comply with all applicable laws and the policies, standards and other requirements of any Governmental Agency in relation to and assumes all risks and liability (including all environmental risks and liability) arising from, the unloading, discharge, storage, handling or use of Products sold under this Agreement.
20. Customer acknowledges that to the extent of any inconsistency between these terms and conditions and any formal Trinity Petroleum's Supply Agreement entered into, the terms of the Supply Agreement will prevail.
21.
 - a. If Customer enters into this Agreement as trustee of a trust (whether declared or undeclared) Customer is liable under this Agreement in its own capacity and as trustee of the trust;
 - b. Customer represents and warrants:
 - (i) the trust is validly created and in existence and Customer is the sole trustee of the trust and is validly appointed;
 - (ii) Customer as trustee has a full right of indemnification out of assets of the trust in respect of liabilities incurred by Customer to Trinity Petroleum; and
 - (iii) This Agreement has been validly and lawfully executed by Customer and constitutes a legal and binding instrument and, if any consent of a party is required to enable Customer to enter into this Agreement and/or perform Customer's obligations under it, that consent has been irrevocably and unconditionally obtained.

By ticking the box the customer acknowledges that it has read and agreed with the terms and conditions as detailed above.

Part B: Terms & Conditions applying only to Bulk Fuel Accounts

1. All orders for bulk fuel or onsite refuelling must be placed by the Customer with Trinity Petroleum in accordance with Trinity Petroleum's nominated ordering process as advised from time to time.
2. Deliveries will be made during the hours nominated by Trinity Petroleum. Any time quoted for delivery is an estimate only. Trinity Petroleum will not be liable for any delay in delivery or early delivery and may suspend delivery or extend delivery time as Trinity Petroleum in its absolute discretion sees fit. If there is a variation from the estimated time of delivery Trinity Petroleum will use reasonable commercial endeavours to notify the Customer of the variation.
3. If a Site is not, in Trinity Petroleum's sole discretion, suitable for delivery of the Products then Trinity Petroleum may suspend delivery until it is satisfied the Site is suitable for delivery.

By ticking the box the customer acknowledges that it has read and agreed with the terms and conditions as detailed above.

BUSINESS ACCOUNT CARD TERMS AND CONDITIONS OF USE

Application of terms and conditions, definitions and interpretation

These terms and conditions govern the use and operation of your Business Account and any and all Cards issued, and are an addendum to your Business Account's Terms and Conditions of Trade. Before using a Card or authorising the use of any Card you should read these terms and conditions carefully. If you do not understand any of these terms and conditions please speak to our staff by telephoning the number above. Please ensure you retain a copy of these terms and conditions for future reference. Should you prefer to not accept these terms and conditions you must immediately cut each Card in half and promptly return it to us and not use your Business Account in any way.

In these terms and conditions, the following definitions and rules of interpretation apply unless the context requires otherwise:

Account means the Business Account opened by us in your name;

Accountholder means the person in whose name the Account is maintained;

Additional Card means a Card issued at your request and at our discretion to a person other than you;

Application means the original, and any subsequent, application made by an applicant to open the Account;

Authorised Person means a person that has signed the Application form or an acknowledgment or guarantee in the same form in relation to the Account; **Balance** means the total amount shown on the Statement to be due by you and includes a reference in the Statement to the "Amount Due";

Business Day means a weekday that is not a public holiday or bank holiday in Brisbane;

Card means each "Trinity Petroleum Fuel Card", additional card, replacement card or other card as we may determine from time to time that is issued by us for use in relation to your Account (a card may or may not bear the name of the Cardholder and may be with or without a signature panel);

Cardholder means you and any person authorised by you from time to time to use a Card;

Expenditure Balance means, at any time, the total of all amounts that have been charged to your Account but which have not been paid;

Expenditure Limit means the amount notified by us to you from time to time in accordance with clause 8 as being the maximum allowable Expenditure Balance of the Account;

Nominated Vehicle means, in relation to a Card, the vehicle (if any) specified on that Card;

Notification Event means if:

- you cease, suspend or threaten to cease or suspend the conduct of all or a substantial part of your business or dispose of or threaten to dispose of a substantial part of your assets;
- an administrator is appointed over you or any of your assets or an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for you to enter into an arrangement, compromise or composition with or assignment for the benefit of your creditors or a class of them;
- you are an individual, you appoint a trustee pursuant to the Bankruptcy Act or a petition for your bankruptcy is issued (except where the petition is no longer in force); or
- if you are a company, an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for your winding up, deregistration, dissolution or administration or for the appointment of a receiver or receiver and manager over any of your assets;

Statement means a statement or tax invoice issued by us pursuant to clause 11;

we, our, us means Trinity Petroleum Services Pty Ltd ABN 52 010 708 102 and their respective successors and assigns; and

you and your means the Accountholder.

Headings are for convenience only and do not affect interpretation. The singular includes the plural and conversely.

A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

1. Opening of Account, issue of Cards, and charging of amounts

If we accept your Application for a Business Account we will open an Account in your name. If you are a corporation or partnership the Account will be opened in the name of that corporation or partnership. If you are a corporation, you will ensure that each director (as that term is defined in the Corporations Act 2001) at any time is an Authorised Person. Upon opening the Account we will, at our discretion, issue the Cards you applied for. If you ask us to we will, at our discretion, issue Additional Cards from time to time. Any amount payable under these terms and conditions will be charged to your Account and recorded in a Statement.

2. Acceptance and application of terms and conditions

The first use or attempted use of a Card, whether by a Cardholder or any other person, will be taken as your agreement to accept and comply with these terms and conditions. If there is more than one Accountholder, these terms and conditions will apply to each of you collectively and individually and you will each be jointly and severally liable under them. If the Accountholder is a partnership, each partner in the partnership will be jointly and severally liable under these terms and conditions. You recognize and acknowledge that the Card is a charge card and not a credit card and is issued subject to the fees as set out in, or contemplated by, these terms and conditions and your Business Account's Terms and Conditions of Trade.

3. Permitted use of Cards

A Card:

- may only be used by the Cardholder and, where there is a Nominated Vehicle, may only be used in respect of that Nominated Vehicle;
- may only be used to purchase goods or services from us as specified on the Card and within any limitations or markings designated on the Card (i.e. listed vehicle registration only);
- may not be used outside the validity period shown on it; and
- may not be used if it or the Account has been cancelled or suspended, the Card has been cancelled or the Account has been closed pursuant to these terms and conditions.

Neither the Card nor the Account may be used for an unlawful purpose. You must not allow anyone other than a Cardholder to use the Card or the Account. A Cardholder must not use the Card if you do not honestly expect to be in a position to pay the Balance in full when due or if a Notification Event occurs. You acknowledge and agree that we have the right to refuse authorisation for any transaction without cause or prior notice and that we shall not be liable to you, a Cardholder or anyone else for loss or damage resulting from such refusal.

4. Ownership and return of Cards

Each Card remains our property and must not be altered or defaced. A Card is not transferable. If, for any reason, we cancel a Card or ask you to return a Card you must immediately cut the Card in half and promptly return it to us. If you no longer need a Card or a Cardholder leaves your employment or ceases to be authorised to use a Card, you must immediately cut the Card in half and promptly return it to us. If any Card is not cut in half and returned to us as required by these terms and conditions you are liable for, and must indemnify us on demand in respect of, any subsequent use of the Card by any person.

5. Securing Cards

You are responsible for keeping all Cards safe and for ensuring they are used only in accordance with these terms and conditions and only for authorised transactions. You must use your best endeavors to secure the return to us of any Card that has been lost or stolen.

6. Liability for amounts in respect of a Card

You are liable to pay all amounts charged to your Account pursuant to these terms and conditions.

Except as set out in clause 7 of these terms and conditions, we may charge to your Account the amount of any transaction entered into by any person using a Card, even if:

- the Card is used in a way that is not permitted under these terms and conditions;
- you have withdrawn the authorisation of the Cardholder to use the Card;
- the Card is used by a person other than the Cardholder; or
- the Card, or any other Card, has been cancelled.

You acknowledge that you are liable for all charges incurred by the Cardholder arising from, or in relation to, the use of any Card issued at your direction. You also acknowledge that whenever a Card is used you are deemed to have unconditionally authorised us to pay to us the amount due for all goods and services sold or supplied by us to the person using the Card. We may also charge to your Account any fees, charges or other amounts payable to us by you pursuant to the terms of this Agreement.

7. Liability for lost or stolen Cards and unauthorised transactions

You must immediately notify us by phone or in writing as soon as you or any Cardholder believes that a Card has been lost or stolen or used for an unauthorised transaction or if a renewal Card has not been received when due. In order for notification by phone to constitute a valid notice under these terms and conditions, you must note and keep a record of the time, date and person you spoke to and promptly confirm your notice to us in writing by courier or registered post.

If you have validly notified us in accordance with these terms and conditions that you believe a Card has been lost or stolen or used for an unauthorised transaction or a renewal Card has not been received:

- if that Card bears the name of the Cardholder and has a signature verification panel that has been signed by the Cardholder, the

maximum total amount you will have to pay for any unauthorised transaction using the Card that is entered into at any time after the date we first receive your notification will be \$100; and

- in any other case, including if the Card bears the name of the Cardholder but does not have a signature verification panel or has a signature verification panel that has not been signed by the Cardholder, you will not have to pay for any unauthorised transaction using the Card entered into at any time after the period ending 30 days after the date we first receive your notification. Notwithstanding the remainder of this clause, if you or a Cardholder are involved in, or have benefited, directly or indirectly, from, the loss, theft or misuse of the Card, the unauthorised transaction or the non-receipt of the Renewal Card, your obligation to pay amounts charged to the Account will not be affected or limited by this clause 7.

8. Expenditure Limit on Account

We will notify you of the Expenditure Limit (inclusive of GST) at the time you open the Account. We may vary the Expenditure Limit at any time by notice to you in writing. This variation will take effect at the time specified in the notice. The Expenditure Limit will also be set out on each Statement. You must ensure that the Expenditure Balance at any time does not exceed the Expenditure Limit. If it does you must immediately pay to us the amount that exceeds the Expenditure Limit. We will also charge to your Account an overlimit fee of \$15.00 for each month (or part thereof) that the Expenditure Balance exceeds the Expenditure Limit.

9. Use and Non-acceptance of Cards

Your Card can only be used at Trinity Petroleum's wholly owned and operated retail service station sites (including any sites operated by a Trinity Petroleum Services Pty Ltd Petrol & Convenience Agency). For a list of relevant sites please go to www.trinitypet.com.au. We will not be liable for any non-acceptance of a card at any retail service station site which is not wholly owned and operated by Trinity Petroleum.

10. Responsibility for Goods and Services Supplied

Please refer to your Business Account's Terms and Conditions of Trade as issued with your Account application and as may be updated from time to time for full conditions connected to our supply of goods and services.

11. Statements

We will send a Statement to you as soon as practicable after the end of each monthly billing period (as determined by us) if:

- any amount has been charged or credited to your Account since the date your Account was opened or the date of your previous Statement; or
- there is any amount outstanding on your Account. The Statement will show the total amount payable by you to us (this is the Balance or the "Amount Due" shown on the Statement) for the billing period and when payment must be received in order to avoid the charging of a Late Payment Charge. You will be deemed to have received each Statement upon the earlier of its actual receipt by you or the time set out in clause 22.

12. Paying your Account

You must pay to us the Balance shown in a Statement immediately upon receipt of that Statement. We may also, at any time, demand immediate payment of any charge made to the Account by sending a written demand to you. If we do this, the amount demanded becomes immediately due for payment. You must pay amounts to us by direct debit or, if we have consented otherwise, by direct credit, cheque or money order payable to us via our Head Office located at 145 Hartley Street, Cairns, Qld 4870. We do not accept cash or other payments at our retail service station sites. Payments made after 4pm (Brisbane time) on a Business Day or on a day that is not a Business Day will be treated as if made on the following Business Day. All payments must be made in Australian dollars. If we allow a payment to be made in a currency other than Australian dollars, we will convert that payment into Australian Dollars at a rate determined by us on the date of processing that payment. If you make a payment and we (acting reasonably) cannot identify the Account to which the payment relates, we will not be responsible for the payment not being credited to your Account. We may, at our discretion, accept late or part payments or a payment described as being in full or in settlement of a dispute. Our agreement to do so does not constitute a waiver of any of our rights under these terms and conditions or at law and does not mean we agree to a variation to these terms and conditions. We accept no responsibility in respect of payments sent to us by post or payments made to other persons for transmission to us. All payments are at your risk until received by us. If we receive a cheque, draft or other payment instrument from you or from another person on your behalf which is not honoured in full for any reason, you are liable to pay us the dishonoured payment bank fee/s, the dishonoured amount, our dishonour administration fee of \$50.00 plus our reasonable collection costs and legal fees. Similarly, if you have arranged to pay us through a direct debit facility of any kind with any financial institution and our debit to your account with that financial institution is not permitted, authorized or honored in full for any reason, you agree to pay us the dishonoured payment fee, the dishonoured amount plus our reasonable collection costs and legal fees.

13. Late Payment Charge

If you do not pay the Balance by the time specified in a Statement or an amount charged to your Account when demanded by us (the "due date") you are in default and we may charge to your Account a "Late Payment Charge". The Late Payment Charge will comprise a default charge and an administration fee. The default charge will be charged to your Account at the rate of 2% higher than the rate for the time being charged by the Westpac Banking Corporation on unsecured overdrafts in excess of \$100,000- AUD (the "default rate") on the overdue amount (or any part thereof) that remains unpaid on the due date for that amount and at the time specified for payment in each Statement issued after the due date until the earlier of:

- the date that payment of the overdue amount is received by us in full; and
- the date that we close your Account in accordance with clause 18;

The administration fee is \$15.00 and will be charged to your Account each time a default charge is charged to your Account.

We may vary the default charge and the administration fee at any time in accordance with clause 20. Any reference in this clause to "overdue amount" includes any Late Payment Charge that has been charged to your Account and remains unpaid.

14. Fees

All fees and charges payable under or in connection with these terms and conditions are quoted inclusive of GST (where applicable) and may be subject to change (per clause 20).

15. Other Fees and Charges

In addition to the fees and charges that you must pay to us under the other provisions of these terms and conditions, you agree to pay us the fees and charges below along with such other fees and charges as we determine and notify to you and we may charge to your Account those amounts:

- administration fees in respect of:
- the provision of copies of documents relating to the Account (including previous Statements and sales vouchers) up to an amount of \$10.00 for each standard statement or voucher and \$20.00 for each special or non-standard statement or voucher;
- monthly account keeping fee of \$5.00. The charge is payable at the end of each month and is subject to change at the sole discretion of Trinity Petroleum;
- issuing of Card/s including any new, additional or replacement cards up to an amount of \$5.00 for each Card;
- reconciliation of accounts up to the rate of \$50.00 per hour for the time that it takes us to reconcile your accounts;
- refunds on your Account up to the rate of \$50.00 per hour for the time that it takes us to process the refund on your Account; and
- late or partial Account payments up to the rate of \$50.00 per hour for the time that it takes us to process the late or partial payment;
- dishonoured payment administration fee up to an amount of \$50.00 for any dishonoured payment;
- enforcement expenses if you breach these terms and conditions. These expenses may include legal or other collection costs and any charges or disbursements incurred or payable by us arising from a failure by you to pay an amount on the due date; and
- In the event of us referring your Account to a mercantile or debt collection agent or solicitors for collection of overdue amounts, an administration fee of \$50 may be charged to your Account for the costs incurred by us in making the referral.

In addition, you will be liable for any amounts which we are liable to pay the mercantile or debt collection agent and solicitors in connection with your Account and these amounts will be charged to your Account.

We may charge to your Account, in addition to any other amount payable under these terms and conditions, the amount of any government duties, taxes (including goods and services tax) and charges now or in the future charged or payable in relation to or in connection with:

- your Account;
- any guarantee in relation to your Account;
- any amount payable under these terms and conditions;
- any transaction entered into in relation to a Card or using a Card; or
- the supply of anything (including any goods or services) under these terms and conditions or in connection with your Account, whether or not you are principally liable for the duties, taxes or charges. We may vary all fees and charges at anytime in accordance with clause 20.

16. Refunds

We will only credit your Account with a refund in respect of any amount charged to your Account in respect of a transaction if we deem that is acceptable to us.

17. Application of Payments

Any amount we receive from you will be applied in any order we choose to amounts charged to your Account or any other Account that you have with us that are outstanding.

18. Cancellation of Cards and closure of Account

Notwithstanding any other provision in these terms and conditions, we may cancel any Card at any time at our discretion without providing you or the Cardholder with notice. We will also cancel a Card if you or the relevant Cardholder asks us to or if you or the relevant Cardholder notifies us under clause 7 of these terms and conditions. If you ask us to close your Account, or we decide to close it (see below), we may cancel all Cards immediately without notice to you or the Cardholder. Any Card that is cancelled must not be used and you must immediately cut it in half and promptly return it to us. Subject to clause 7, cancellation of a Card does not affect or limit your obligations under these terms and conditions, including your obligation to pay amounts charged to your Account whether in respect of transactions on your Account using the cancelled Card (before or after it is cancelled) or otherwise. Your Account will be closed if:

- you ask us in writing to close it or if we decide, in our discretion, to close it;
- you have cut in half and returned to us all Cards which may be used to access the Account or, where not all Cards are so returned, explained to our satisfaction why the outstanding Cards cannot be returned; and
- all amounts outstanding on the Account have been paid in full.

Closure of the Account does not affect or limit your obligations under these terms and conditions.

19. Suspension

We can suspend the Account or a Card at any time without notice:

- if you are in default under these terms and conditions (including, without limitation, in default of any payment obligation) or your Business Account's Terms and Conditions of Trade;
- if we suspect that a Card or the Account has been used fraudulently by you or a third party; or
- to prevent loss to you and/or us.

If we do this then you and each Cardholder must not use the relevant Card or the Account until such time as we advise you that the Account or the relevant Card has been reactivated or reinstated. The suspension of the Account or a Card does not otherwise affect or limit your obligations under these terms and conditions.

20. Variation

We may vary these terms and conditions in our discretion in any way (including varying a fee or charge or imposing a new fee or charge) at any time by giving you not less than 14 days' written notice of the variation.

21. Certificate

A certificate signed by one of our authorised officers concerning an amount charged to your Account or payable by you under your Business Account's Terms and Conditions of Trade or concerning any other matter in connection with your Account or these terms and conditions will, in the absence of manifest error, be conclusive evidence of the amount charged or payable or of the other matter.

22. Notices

Subject to these terms and conditions, any notice, demand or other communication given or made under these terms and conditions must be:

- in writing;
- if given or made by us, signed by one of our authorised officers;
- if given or made by you, signed by you or (if you are a body corporate) one of your authorised officers; and
- delivered to the intended recipient by prepaid post, hand or fax to the address or fax number notified to us and will be taken to have been given or made:
 - in the case of delivery by post, three Business Days after the date of posting;
 - in the case of delivery by hand, when delivered; and
 - in the case of delivery by fax, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error.

Any notice received, or taken to be received, on a day that is not a Business Day or after 4pm (Brisbane time) on a Business Day is taken to be received at 9am (Brisbane time) on the following Business Day. Any notice, demand or other communication may also be given or made in accordance with any method, procedure or requirement permitted under any applicable law. For the purpose of providing notice, our contact details are (unless we otherwise notify you):

Trinity Petroleum Services Pty Ltd - Corporate Services
PO Box 5244
Cairns Qld 4870
Fax: (07) 4035 6777
Phone: (07) 4035 5888

For the purpose of providing notice, your contact details are (unless you otherwise notify us in accordance with clause 23) the details provided in your Application for the Account.

23. Change of Details

You must notify us:

- promptly of, and in any event no later than 14 days after, any change in your name or address;
- promptly of, and in any event no later than 14 days after, any change in the name of a Cardholder whose name appears on a Card; and
- immediately upon the occurrence of a Notification Event.

If we ask you to provide us with the name and address of any person authorised by you to use a Card you must do so immediately and, in any event, within three days after we ask you.

24. Dispute Resolution

If you disagree with any amount charged to the Account, please contact us as soon as possible on (07) 4035 5888. You must provide us with written confirmation of your claim and any supporting evidence upon request. Nothing in this clause 24 entitles you to withhold payment from us in respect of the amount in dispute.

25. Miscellaneous

The laws of Queensland govern these terms and conditions. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these terms and conditions. You may not assign or transfer any of your rights or obligations under these terms and conditions or in respect of your Account without our prior written consent. We may at any time in our discretion without your consent assign or transfer to any person any of our rights or obligations under these terms and conditions or in respect of your Account. Time will be of the essence under these terms and conditions.

No failure to exercise, nor any delay in exercising, any right, power or remedy by us operates as a waiver. A single or partial exercise by us of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

A waiver is not valid or binding on us unless in writing. Our rights, powers and remedies under these terms and conditions are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any other agreement or instrument.

Any provision of, or the application of any provision of, these terms and conditions which is:

- prohibited in a jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition; and
- void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction and may be severed without affecting the enforceability of the other provisions in these terms and conditions.