



Random Capital Pty Ltd
T/A Eagle Fuels
ABN 13 136 452 429
enquiries@eaglefuels.com.au
www.eaglefuels.com.au

Victoria
7 Churchill Street
Williamstown North
VIC 3016
Ph 03 8340 5100

South Australia
47 South Terrace
Wingfield
SA 5013
Ph 08 8268 9271

Account Application

Customer Name	
Trading Name	

Type of Entity	Company (Pty Ltd) <input type="checkbox"/>	Individual / Partnership <input type="checkbox"/>
	Trustee of a Trust? Yes / No If Yes – Name of Trust	

Your ACN		Your ABN	
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Trading Address	
Postal Address	

Your Nominated Contact Person and Title	
Your Office Telephone Number	
Your Office Facsimile Number	
Your Accounts Payable Email Address	
Customer Industry e.g. Construction, Transport, Waste Removal, Farming, Transport.	

INDICATIVE CREDIT LIMIT	\$, .00	Payment Terms	21 Days from EOM
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TRADE REFERENCES				
Company Name		Contact Person	Telephone No.	
Company Name		Contact Person	Telephone No.	
Company Name		Contact Person	Telephone No.	

I / We warrant that we have read the Terms & Conditions and have the authority to sign this application on behalf of the Customer to enter into a legally enforceable contract.

Name	Name	Name
Title / Position	Title / Position	Title / Position
Signature	Signature	Signature
Date	Date	Date

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Terms and Conditions

The following terms and conditions will bind both **Random Capital Pty Ltd** (ABN 13 136 452 429) trading as (**Eagle Fuels**) and the **Customer**, the parties agree that all future dealings between them will be governed by these terms and conditions, unless otherwise expressly agreed to in writing.

In these terms and conditions, a reference to the "Customer" is a reference to the entity or entities set out in the "Customer Name" field above and:

- a) Where there is more than one entity set out, refers to (and these terms and conditions shall bind) each such entity both individually and collectively and the obligations of each such entity under these terms and conditions shall be joint and several;
- b) Where the entity is a partnership, refers to (and these terms and conditions shall bind) each of the partners comprising such partnership even if each such partner is not specifically identified; and
- c) Where the entity acts as the trustee of a trust or trusts (whether or not such trust or trust(s) are identified above, refers to (and these terms and conditions shall bind) such entity both in its individual capacity and in its capacity as trustee of any such trust or trusts.

1 Payment

- a) The Customer agrees to pay in full each invoiced amount prior to or upon delivery of the products described in the relevant invoice, unless Eagle Fuels has agreed in writing to provide credit terms to the Customer in which case clause 1(b) shall apply.
- b) Where Eagle Fuels has provided the Customer with credit facilities or credit terms, Eagle Fuels must receive payment in accordance with such terms. Where no time for payment is specified, then payment will be due by any due date stated on an invoice rendered by Eagle Fuels, or 21 days from the end of the month in which the invoice was dated (whichever is earlier).
- c) Time shall be of the essence in respect of all amounts payable by the Customer to Eagle Fuels.
- d) Eagle Fuels shall be entitled in its absolute discretion any order for products placed by the Customer, if the value of such order when aggregated with all amounts then outstanding by the Customer exceeds the Indicative Credit Limit or if the Customer is in breach of any of its obligations under these terms and conditions.
- e) The Indicative Credit Limit can be increased by request subject to normal credit assessment by Eagle Fuels and subject to the Customer paying Eagle Fuels' costs incurred in conducting such credit assessment. Eagle Fuels may also in its absolute discretion increase the Credit Limit to facilitate further deliveries should the customer continue to place orders for fuel or other goods or services. The Customer will remain liable for all amounts owing should the Credit Limit be varied. Eagle Fuels may at its discretion increase or decrease the Indicative Credit Limit.
- f) The Customer must promptly inform Eagle Fuels in the event that the Customer becomes or has reason to believe it may become insolvent or if any fact, matter or thing occurs which may cause it to be unable to pay for any products ordered by it or supplied to it.
- g) The Customer shall pay to Eagle Fuels interest (subject to Clause 3) on any amount outstanding from the date the payment first fell due until payment has been made in full.
- h) Any amounts paid by the Customer shall be applied first against any enforcement expenses or other costs payable by the Customer pursuant to these terms and conditions, second against accrued interest and third against the amounts owing under any invoices, unless Eagle Fuels determines otherwise.

2 Price

The price for product(s) sold to the Customer will be determined by Eagle Fuels at the time of delivery.

3 Interest

Interest will be charged on any overdue moneys at a rate from time to time prescribed by the Penalty Interest Rate Act 1983, plus 2% calculated daily and capitalizing on the first day of each calendar month occurring after the date on which interest first fell due for payment. The Customer agrees that the suspension or termination of this agreement in no way effects its obligation to pay the said interest.

4 Storage Handling and Safety

- a) The Customer shall comply with all relevant local and national laws and regulations including environmental laws and regulations and occupational health and safety regulations relating to the storage and handling of the product(s) and shall allow Eagle Fuels immediate access to the premises to determine the manner in which the Customer stores and handles the product(s).
- b) The Customer acknowledges that the product(s) delivered may be highly volatile, flammable, and/or dangerous, and that they must be properly handled and stored in accordance with all State, Federal and Local laws.
- c) If Eagle Fuels has supplied the Customer with any fuel tanks for the storage of fuel supplied by Eagle Fuels pursuant to these terms and conditions, then the Customer must (unless Eagle Fuels agrees in writing in advance) store all fuel supplied to it by Eagle Fuels in such storage tanks and not store any fuel or any other product in such storage tanks.

Terms and Conditions

5 Title and Risk

- a) Risk in the product(s) will pass from Eagle Fuels to the Customer upon delivery to the Customer, and the Customer agrees to comply with all State, Federal and Local laws regarding the safe handling and storage of product(s).
- b) Title and ownership in the product(s) will remain with Eagle Fuels and shall not pass to the Customer until payment in full of all monies owed by the Customer including any unpaid interest to Eagle Fuels, and the Customer hereby grants permission and access to Eagle Fuels, its employees and agents to enter upon land or premises where the product is in order to recover possession of the product(s).
- c) The Customer agrees to keep all product(s) unpaid for as bailee for Eagle Fuels until payment has been made in full including any interest that may be due.
- d) The Customer agrees that a certificate signed by an officer of Eagle Fuels identifying product(s) as "unpaid for" shall be conclusive evidence that the product(s) has not been paid for, and acknowledges that title and ownership remains with Eagle Fuels. These Terms and Conditions are not intended to create a charge, and will be interpreted as not to create a charge over the said product(s).
- e) All deliveries shall be deemed complete and risk of loss shall pass to buyer when the fuel has passed the flange connecting the delivery facilities provided by seller. Thereafter, seller shall in no event be responsible, nor liable for any loss or damage, including shrinkage or expansion of product after delivery due to increases in the ambient temperature.

6 Limitation of Liability

- a) The Customer agrees that all terms, condition and warranties or undertaking whether express or implied, oral or written relating to the sale of product(s) are excluded including without limitation any warranties or merchantable quality or fitness for purpose, to the extent permitted by law.
- b) Notwithstanding anything to the contrary herein or at law, Eagle Fuels shall not be liable to the Customer with respect to any consequential losses or damages claimed by the Customer against Eagle Fuels.

7 Product Returns

Eagle Fuels reserves the right in its complete and absolute discretion to refuse to accept any returns whatsoever.

8 Supply and Delivery

- a) The Customer agrees that petroleum products are susceptible to evaporation, shrinkage and loss and that at the time of delivery a measurement of the product delivered will be made and the records of Eagle Fuels will be conclusive proof of delivery as to quality and quantity, notwithstanding that shrinkage, expansion, evaporation, contamination or loss may occur after delivery.
- b) The Customer acknowledges and agrees that Eagle Fuels may for any reason be unable to provide product(s) as ordered and has no responsibility or duty to do so and will hold harmless Eagle Fuels in any such event.
- c) Eagle Fuels will endeavour to obtain a written acknowledgement of delivery from any manager, operator, employee, or person appearing to be in charge of the location or appearing to be acting on the Customer's behalf, such acknowledgment will be conclusive proof of delivery as to quantity and quality of the product(s) delivered.
- d) If at the time of delivery, the site is unattended or a written acknowledgement is not obtained, the Customer must notify Eagle Fuels of any quantity or quality discrepancy within 24 hours after such delivery, otherwise the product quantity and quality will be deemed to be as recorded by Eagle Fuels.

9 Jurisdiction

The parties agree that are governed by the laws of the state of Victoria and the appropriate court of jurisdiction will be that of the nearest to Melbourne in the said state of Victoria.

10 Customer Indemnity

- a) The Customer hereby releases Eagle Fuels with respect to any claim for loss, cost, damage or expense that the Customer has or may have against Eagle Fuels in connection with the supply of products by Eagle Fuels to the Customer pursuant to these terms and conditions.
- b) The Customer further indemnifies Eagle Fuels against any and all loss, cost (including legal costs on an indemnity basis) damage or expense suffered or incurred by Eagle Fuels as a result of or in connection with any breach of these terms and conditions by the Customer.

11 Taxes

All Federal, State and Territory Government duties, levies, imposts, fees and taxes including any proposed carbon tax (excluding income tax and capital gains tax), whether current or introduced during the term of these terms and conditions and which do not otherwise form part of the price for the product, will be charged to each applicable product and shall be payable by Customer immediately, unless an approved exemption (from the relevant duly authorised competent authority) is provided to Eagle Fuels at or before the time of ordering the product.

12 Severability

Should any provisions of these terms and conditions be found to be invalid or unenforceable, the validity and enforceability of all other provisions shall remain unaffected.

13 Enforcement Expenses

The Customer will pay to Eagle Fuels the costs and expenses incurred including but not limited to recovery agent's fees and costs, legal fees and costs on an indemnity basis in respect of any recovery action instituted against the Customer.

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Terms and Conditions

14 Privacy Act

The Customer agrees that Eagle Fuels may obtain a credit report containing personal credit information about the Customer's credit standing, credit history or credit worthiness from any credit provider or credit reporting agency for the purpose of assessing this application for credit. The Customer consents to Eagle Fuels obtaining a credit report about the collection of overdue payments and reporting to a credit reporting agency after 60 days about any overdue payments, or cheques drawn on the Customer bank account which have been dishonoured twice. If the Customer does not provide the information requested in this document, Eagle Fuels may be unable to process the application. For more information about credit reporting, the types of information we disclose and your rights in relation to that information please see our Privacy Policy located at <https://www.eaglefuels.com.au/privacy-policy/>.

15 Credit Reporting

If you apply for credit or offer to act as a guarantor, we may exchange certain credit-related personal information with Credit Reporting Bodies (CRBs). The types of information we may disclose or obtain to or from a CRBs may include; a credit report containing personal credit information about the Customer's credit standing, credit history or credit worthiness; that we provide credit to you; the type of credit you hold; the amount of credit provided to you; when your credit account is opened and closed; that you have made payments on time or corrected a default; the fact that you have failed to meet your repayment obligations; or that you have committed a serious credit infringement. CRBs may include that information in reports to assist them to assess your creditworthiness.

16 Commercial Transaction

The Customer warrants that the use of the product(s) supplied and sold are for commercial use only, or predominately for commercial use.

17 Charging

To secure payment of all monies which may become payable by the Customer to Eagle Fuels, the Customer hereby charges with the due payment of those monies all of its interest in real and personal property both tangible and intangible and both present and future and the customer consents to Eagle Fuels lodging a caveat, caveats or writs noting interest hereunder. The customer expressly consents to Eagle Fuels registering its interest in the property which is the subject of this application on the Personal Property Securities Register pursuant to the provisions of the Personal Property Securities Act 2009 (Cth).

18 Fees and Charges

Eagle Fuels may in its absolute discretion pass on to the Customer any fees and charges incurred in accepting the Customers payments, including any bank, institution or merchant fees or any other charges when processing credit card and electronic payments transactions.

19 Default

In the event the customer is in default under any one or more of the terms and conditions contained herein, including but not limited to failure to pay any outstanding amount, Eagle Fuels will be entitled to call up all balances not yet due and demand payment for all monies outstanding in its absolute discretion.

20 Assignment

Eagle Fuels may at any time, assign any of its rights or transfer by novation any of its rights and obligations under this agreement to any person or persons.