



Random Capital Pty Ltd

T/A Eagle Fuels

ABN: 13 136 452 429

7 Churchill Street

Williamstown North VIC

3016

PH: 03 8340 5100

FAX: 03 9397 2457

SOUTH AUSTRALIA

47 South Terrace

WINGFIELD SA 5013

PH: 08 8268 9271

FAX: 08 8244 7253

## Account Application

<b>Legal Entity "Customer"</b>	
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<b>Trading Name</b>	
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<b>Type of Entity</b>	<input type="checkbox"/> Company (Pty Ltd)	<input type="checkbox"/> Individual/Partnership	<input type="checkbox"/> Trust
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<b>Your ACN</b>	<b>Your ABN</b>
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<b>Trading Address:</b>	
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<b>Postal Address:</b>	
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<b>Your Nominated Contact Person and Title:</b>	
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<b>Your Office Telephone Number:</b>	
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<b>Your Office Facsimile Number:</b>	
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<b>Your Accounts Payable email Address:</b>	
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<b>Customer Industry:</b> <small>e.g. Construction, Transport, Waste Removal, Farming, Transport.</small>	
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<b>INDICATIVE CREDIT LIMIT.</b>	\$ , .00	<b>Payment Terms</b>	<b>21 Days from EOM</b>
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TRADE REFERENCES				
Company Name		Contact Person		Telephone Number
Company Name		Contact Person		Telephone Number
Company Name		Contact Person		Telephone Number

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.

<b>Name</b>	<b>Name</b>	<b>Name</b>
<b>Title/Position</b>	<b>Title/Position</b>	<b>Title/Position</b>
<b>Signature</b>	<b>Signature</b>	<b>Signature</b>
<b>Date</b>	<b>Date</b>	<b>Date</b>

# 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.

## 1 Payment

- a) The Customer agrees to pay in full the invoice amount prior to or upon delivery, unless Eagle Fuels has agreed in writing to provide credit terms to the Customer.
- b) Where Eagle Fuels has provided the Customer with credit facilities or credit terms, Eagle Fuels must receive payment within these terms, where no terms are specified, then payment will be due 21 days from the end of the month in which the invoice was dated, an time shall be of the essence.
- c) The Indicative Credit Limit can be increased by request subject to normal credit assessment by Eagle Fuels. Eagle Fuels may also in its absolute discretion increase the Credit Limit to facilitate further deliveries should the customer continue to place orders to fuel. The Customer will remain liable for all amounts owing should the Credit Limit be varied.
- d) 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.

## 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. 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

The Customer shall comply with all relevant local and national laws and regulations including environmental laws and 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).

## 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

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.

## 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 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.
- b) 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.

- c) 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 this agreement is made in 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 Product Characteristics**

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. The Customer further 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, aside that shrinkage, expansion, evaporation, contamination or loss may occur after delivery.

## **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 this Agreement 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 solicitor client expenses in respect of any recovery action instituted against the Customer.

## **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 [www.eaglefuels.com.au/privacypolicy.html](http://www.eaglefuels.com.au/privacypolicy.html).

## **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 the interest in real property 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.