



Central Pty Ltd trading as Reliance Petroleum ABN 50 091 614 667

A Distributor of BP Products

Please post completed forms to: Reliance Petroleum :: PO Box 6138:: Hawthorn West Vic 3122 Ph 1300 130 899 :: Fax 1300 665 211

COD CUSTOMER NUMBER (OFFICE USE ONLY)

COD AUTHORISATION APPLICATION AGREEMENT

- * Payment is required via credit card, prepayment or via cheque at time of delivery (subject to approval)
- * Please complete all sections. An incomplete form may delay your delivery.

COD Customer Name _____

ABN

Sole Trader Partnership Company ACN

Business Type _____ e.g. Farmer, Builder etc

Delivery Address _____

_____ Post Code _____

Postal Address _____ Post Code _____
(if different to delivery address)

Phone _____ Mobile _____ Fax _____

Email _____

FILL IN PARTICULARS OF SOLE TRADER, PARTNERSHIP OR DIRECTOR	PHONE	DRIVERS LIC
1. Name _____ D.O.B _____ Address _____		
2. Name _____ D.O.B _____ Address _____		
3. Name _____ D.O.B _____ Address _____		

PREVIOUS OR CURRENT FUEL SUPPLIER:

Name _____ Town/Suburb _____ Phone _____

I/We the undersigned are duly authorised to make this application.

I/We understand and agree (as purchaser) to be bound by the Terms and Conditions commencing on page two of this application

1. Signature _____ 2. Signature _____ 3. Signature _____

Name _____ Date _____ Name _____ Date _____ Name _____ Date _____

OFFICE USE ONLY

COB _____ Supply Depot _____ PDA _____

APPROVED _____ DATE _____

TERMS & CONDITIONS – COD AUTHORISATION APPLICATION AGREEMENT

Definitions

1. 'Agreement' means this COD Authorisation Application Agreement including Terms and Conditions of Trade; 'Customer' means the Person(s), company or business entity, their successors and assigns who has applied to RP for the supply of goods and/or services and includes any Guarantors of the Customer; 'Goods' means goods for sale, and/or services offered, by RP to Customers; 'GST' means the Goods and Services Tax levied on any supply made under this Agreement under the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time or any similar tax resulting in an increase in the tax payable on the supply of goods by RP to the Customer; 'RP' means Centrel Pty Ltd ACN 091 614 667 ABN 50 091 614 667 trading under the registered business name Reliance Petroleum, its successors and assigns.

Acknowledgments and Authority – Privacy Act 1988 (as amended)

2. The Customer: a) applies to RP for a COD Facility; b) acknowledges RP may accept or reject such application in its absolute discretion; c) declares that the information provided above is true and correct and has been provided to induce RP to grant the application; d) agrees that this Agreement (as varied, if any, from time to time) forms part of every transaction between RP and the Customer; e) agrees that RP may vary this Agreement by written notice sent by prepaid post to the last known address of the Customer; f) and each of the officers of the Customer and any Guarantor/s gives consent to RP to: i) disclosing and obtaining personal information to and/or from another credit provider or credit reporting agency including information relating to the commercial creditworthiness and personal creditworthiness of them; ii) using any information obtained for the purposes of assessing this credit application, collecting payments due under this Agreement and notifying other credit providers of the commercial creditworthiness of them; iii) at any time you may gain access, upon request to the information we hold about you; iv) RP may disclose information about you where it has a duty to the public to disclose that information, and where it is required by law; v) if the customer and any guarantors do not provide RP with all of the information required on the Form, then RP may not be able to process this application or assess the customer's and any guarantor's ongoing capacity to pay for goods provided; vi) for a copy of RP's Privacy Policy, please contact 1300 130 899; vii) if you do not wish to receive advertising material from us, please tick box

Acceptance :: 3. RP may accept this application by notice in writing, or by delivery of goods under agreed COD conditions. Charges 4. RP may impose charges in respect of surcharge on credit card transactions, fee for replacement of card, fee for payment dishonour, interest rate on overdue payment, account keeping fee, hourly rate for administration expenses. The current rates in respect of the above are displayed on RP's website and are hereby incorporated, from time to time, into this Agreement. 5. The Customer agrees to pay all Government charges or duties of any kind incurred in or in connection with the provision of goods by RP including without limitation all stamp duties, GST, financial institution duties, and any other charges or duties of a like kind. 6. The Customer will pay to RP all costs, charges and expenses incurred by RP, on an indemnity basis, in relation to any action taken by RP in respect of this Agreement. The Customer agrees that RP, after having demanded payment of a sum overdue, may apply any payment made by the Customer, first against RP's costs and disbursements in recovering the sum due, second against any interest accrued and finally against the balance of the sum due. Payment before delivery, or at point of delivery, as agreed. 7. The Customer agrees to pay the amount shown on any invoice or statement for goods or services supplied by RP plus any additional fees and charges applicable thereto. A certificate signed by RP's Credit Manager stating the amount owed by the Customer shall be conclusive proof of the amount owed unless the Customer proves otherwise. If the Customer consists of one or more persons or entities then each person or entity is jointly and severally liable. Termination :: 8. Either party may terminate this Agreement at any time by notice to the other in writing. Upon termination, all amounts owing will become due and payable immediately. Waiver :: 9. No waiver or indulgence by RP will be a waiver of RP's rights with respect to any breach or recurring breach. Time of the Essence :: 10. Time will be of the essence for the performance of the Customer's obligations hereunder. Direct Debit Authority :: 11. RP may require the completion of a direct debit authority as a condition of supply. Proper Law :: 12. This Agreement is governed by the laws of the State of Queensland, Victoria and Western Australia, and the Customer consents to the jurisdiction of the Courts of the State of Queensland, Victoria, and Western Australia in Australia. The choice of the applicable state jurisdiction is at the sole discretion of RP. Retention of Title :: 13. Notwithstanding the risk in the goods shall have passed to the Customer, title and property in all goods shall remain with RP until full payment is made to RP for all moneys owing by the Customer on all accounts. If the Customer fails to make payment for the goods in accordance with this Agreement, RP shall have the right to recover from the Customer all goods and for that purpose the servants or agents of RP may enter upon the Customer's premises (or any premises under the control of the Customer or the Customer's agent if the goods are stored at other premises) in order to effect recovery and use any reasonable force to effect recovery without liability for trespass or any resulting damage. RP shall have the right to re-sell or otherwise dispose of the goods so recovered without reference to the Customer. The Customer acknowledges that until the Customer's total indebtedness to RP is discharged, the Customer shall hold the goods as bailee for RP. In the event that the Customer sells the goods to a third party before payment in full for the goods has been made to RP then the Customer hereby: (a) assigns to RP the benefit of any claim against such third party; and (b) holds any proceeds from sales on trust for RP; and (c) will account fully to RP for the proceeds of the sale of the goods sold or any part thereof until the Customer's total indebtedness to RP is discharged. Liability of RP :: 14. If either RP or the Customer is unable to perform part or all of any obligation (except to pay any moneys) under this Agreement due to an event beyond that party's (defaulting party) control and which the defaulting party could not have reasonably foreseen, then the defaulting party is relieved of that obligation to the extent and for the period that it is unable to perform and is not liable to the other party to this Agreement in respect of such liability. 15. If the Customer does not notify RP in writing within 14 days of delivery of any claim in respect of the goods RP will be deemed to have complied with its obligations in full in respect of the Customer's order. 16. RP shall not be under any liability whether in contract, tort or otherwise from any cause, whether occasioned by negligence or otherwise, for any injury, damage or loss, including special, indirect or consequential damage or loss or whether to persons or property, arising out of this Agreement including any defects in the goods. 17. All express and implied terms, conditions and warranties on the part of RP which might otherwise apply to or arise out of the sale of the goods by RP to the Customer are excluded, except to the extent that any law (including Part V of the Trade Practices Act 1974) does not permit them to be excluded. Licences and Permits :: 18. The Customer warrants that it holds all necessary licences and permits (if any) required to purchase goods from RP and it will supply any particulars relating to such licences and permits immediately upon request by RP. Warranty and Indemnity :: 19. The Customer warrants it has all necessary power and authority to enter into this Agreement, that it will not breach any agreement with a third party by ordering any goods from RP and that any person ordering goods on behalf of the Customer from time to time is authorised to do so by the Customer. The Customer agrees to indemnify RP for all costs, losses, damages and expenses which RP may suffer or incur for any reason in consequence of or relating to the supply of goods to the Customer, including by reason of any person purporting to place orders with RP on behalf of the Customer without authority to do so. Set Off :: 20. RP may at any time set off any amount the Customer owes to RP against any amount RP may then owe to the Customer. The Customer may not set off or deduct any amount from moneys owed to RP. Change in Ownership or Registration Particulars :: 21. The Customer shall no later than 7 days after any change of ownership, registered particulars, alteration, addition to the shareholding, directorship, Business or Corporate Structure, notify RP, in writing, of any such change, alteration or addition to the Customer's internal, Business or Corporate structure, and shall provide full details of the change, alteration or addition to RP and the Customer shall continue to be liable for any goods supplied by RP after such change, alteration or addition unless RP shall have approved such changes in writing. The Customer may not assign this Agreement without the written consent of RP. Disposal of Business :: 22. The Customer shall promptly notify RP in writing of: (a) its intention to sell its business (including stock-in-trade) at least 14 days prior to the date of completion of the sale; (b) any proposal for the appointment of a receiver or liquidator or official manager of the business; and (c) any circumstances likely to lead to the appointment of a receiver, administrator, liquidator or official manager of the business. In such circumstances the Customer shall at the request of RP separate all of the goods supplied by RP but not paid for or part paid for, from all other stock of the Customer and shall advise the purchaser, receiver, administrator, liquidator or official manager, as the case may be, that the stock so separated is not the Customer's property but the property of RP and shall do all things to give RP access and deliver to RP or cause to be delivered to RP all such goods. Default :: 23. If the Customer breaches any term of this Agreement and fails to remedy that breach, including failure to pay to RP any moneys due to RP by the due date for payment, or a receiver, manager, liquidator, provisional liquidator, administrator or official manager is appointed over all or any part of the assets or undertaking of the customer, or if the Customer enters into or proposes to enter into a scheme of arrangement, or a petition is presented to wind up the Customer or the Customer is insolvent, (default) RP may: (a) demand immediate payment of all moneys due by the Customer to RP; and/or (b) repossess any goods in which RP has title; and/or (c) sell any goods which RP has repossessed by public auction or private treaty for cash or on terms and in such manner as RP thinks fit, and apply the net proceeds towards payment of moneys owing by the Customer to RP; and/or (d) terminate this Agreement. Securities :: 24. In order to better secure to RP all monies payable or to become payable pursuant to this Agreement the Customer: (a) hereby as beneficial owner charges in favour of RP by way of a fixed charge any right, title, estate or interest which the Customer (and if more than one jointly and severally) has or may hereafter acquire in any freehold or leasehold property and personal property (chattels), with the payment of all such monies payable or to become payable by the Customer. (b) shall grant to RP a legal mortgage of any land now or hereafter held by the Customer (c) shall grant a non-lapsing caveat over any freehold or leasehold property. (d) hereby irrevocably appoints all and any of RP's company secretary and Credit Manager as the Customer's attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable RP to register either a non-lapsing caveat or mortgage over any such freehold or leasehold property. (e) agrees that "expenses" means expenses of preparation, execution, stamping, registration, lodgement and enforcement, discharge or withdrawal of any caveat or mortgage and all legal costs on an indemnity basis to which RP is put as a result of taking steps to protect recover and/or enforce in any way the charge(s) created. Notices :: 25. Any notice given under this Agreement shall be given in writing and delivered, mailed or faxed or transmitted by electronic mail to the respective parties at their designated address. RP's designated address is set out on the front of this document. The Customer's designated address is deemed to be the address stated in this Agreement or the Customer's registered office. Any party may change its designated address by prior notice in writing to the other. Service of Process :: 26. The Customer agrees that service of legal process may be made by prepaid post to the Customer's address stated in this Agreement or the Customer's registered office or such other address as may be notified in writing by the Customer and that service shall be deemed to have been effected 2 days after the date of posting. Provide Information :: 27. Upon RP's request, from time to time, the Customer must provide to RP, information in the form and for the period required by RP, in relation to the Customer's financial position, including a balance sheet, profit and loss statement and cash flow statement and where the Customer is a corporation, information in relation to any guarantors. Electronic Communication :: 28. By visiting RP's website or sending e-mails to RP, the Customer is communicating with RP electronically. The Customer: (a) consents to receive communications from RP electronically; (b) agrees that all agreements, notices, disclosures and other communications that are provided to the Customer electronically satisfy any legal requirement that such communications be in writing. 29. RP has made all reasonable efforts to ensure that all information provided on RP's website is accurate at the time of inclusion but makes no representation or warranties, express or implied, except as imposed by law, regarding the information provided on the website, including any hypertext links or any other items used either directly or indirectly from the website and reserves the right to make changes and corrections at any time without notice. RP takes no responsibility for and does not endorse, sponsor or recommend the contents, accuracy or performance of any links attached to the website. RP accepts no responsibility for any inaccuracies or omissions in the website and any decisions based on information contained in the website are solely the responsibility of the Customer. RP accepts no liability for any direct, indirect, special, consequential or other losses or damages of whatsoever kind arising out of access to, or the use of the website or any information contained therein. Severability :: 30. In the event that any clause or part of a clause of this Agreement is void, invalid, illegal, unlawful or otherwise unenforceable, that clause or part of a clause is deemed to be severed from this contract and of no force or effect so that all other clauses and parts of clauses of this Agreement continue to remain in full force and effect.