



SGH Petroleum
trading as
Sunraysia Petroleum

ABN: 22 123 131 555

CREDIT APPLICATION FORM
Companies & Trusts

HEAD OFFICE

PO Box 817, Irymple, Victoria 3498

Phone: (03) 5024 7455

Fax: (03) 5024 7266

Email: info@sunraysiapetroleum.com.au

Company Name: _____ A.C.N. _____

Trading Address: _____ A.B.N. _____

Postal Address: _____ Postcode: _____

Registered Office: _____

Telephone: _____ Facsimile: _____ Mobile: _____ Email: _____

Registered Trading Name: _____

If a Subsidiary Company, name of parent Company: _____

Nature of Business: _____ Contact Name: _____

Main farming type (e.g. cattle, sheep, grain etc.): _____

Accountants name and address: _____

Full Name and private address of directors:

1. _____ A/H Telephone: _____

2. _____ A/H Telephone: _____

3. _____ A/H Telephone: _____

Length of time in business: _____ Years _____ Months _____ No. of employees: _____

Bank: _____ Branch: _____ Account Title: _____ Trading A/c No: _____

Financial Position (attach Balance Sheet) _____

Trade References:

1. _____ Telephone: _____

2. _____ Telephone: _____

3. _____ Telephone: _____

Monthly Credit Limit sought: \$ _____ (Minimum \$ 1000.00)

OFFICE USE ONLY

Trade Class: _____ Sub – Trade Class _____ Price Authority: Y N

Comments: _____ Account No: _____

Manager’s Signature: _____ Approved by: _____

Date: _____ Credit Limit: _____

Company Name: _____ (“the Company”)

To: SGH Petroleum Pty Ltd (ACN 123 131 555)
of 2170 Fifteenth Street, Irymple, Victoria 35498

I/We, the guarantor(s) whose name and address(es) are set out below (“the Guarantor”) unconditionally and irrevocably guarantee the due and punctual payment of the Guaranteed Money. The Guarantor enters into this Deed for valuable consideration that includes SGH Petroleum entering into the credit agreement at the request of the Guarantor. If any Guaranteed Money is not owing by or recoverable from the Company for any reason the Guarantor shall indemnify SGH Petroleum against any loss. The amount of that loss will equal the amount SGH Petroleum would otherwise have been entitled to recover.

Neither this Deed nor the obligations of the Guarantor under it will be affected by anything which but for this provision might operate to release, prejudicially affect or discharge them or in any way relieve the Guarantor from any obligation whether with or without the consent or knowledge of the Guarantor. This provision is a principal and independent obligation.

This Deed: (a) is a continuing guarantee and indemnity;
(b) will not be taken to be wholly or partially discharged by the payment or any money and the related obligations of the Company at any time or by any settlement of account or other matter or thing; and
(c) remains in full force until the Guaranteed Money and the related obligations have been fully performed by the Company and the Guarantor has completely performed its obligations under this document.

This Deed covers the Guaranteed Money and related obligations of the Company as varied from time to time including as a result of any amendment to, or waiver under the credit agreement and whether or not with the consent or notice to the Guarantor. This does not limit any other provision.

A judgement obtained against the Company will be conclusive against the Guarantor.

If SGH Petroleum is required by law to disgorge any payment received by it under the credit agreement or this Deed under any statutory provisions then the parties shall be restored to the rights which each would have had if the payment had not been made. The guarantor shall indemnify the Lender against any resulting loss, cost or expense. This provision continues after the Deed is discharged.

Until the Guaranteed Money has been irrevocably paid and discharged in full the Guarantor is not entitled to and shall not, except as directed by Sunraysia Petroleum:

- (a) be subrogated to SGH Petroleum or claim the benefit of any security interest or guarantee held by SGH Petroleum at any time;
- (b) either directly or indirectly prove in, claim or receive the benefit of, any distribution, dividend or payment arising out of or relating to the liquidation of the Company without the consent of Sunraysia Petroleum; or
- (c) have or claim any right of contribution or indemnity from the Company or any security provider

In this Deed, Guaranteed Money means all money which the Company (whether alone or not) is or at any time may become actually or contingently liable to pay to or for the account of SGH Petroleum (whether alone or not) for any reason whatever under or in connection with the credit agreement. It includes money by way of principal, interest, fees, costs, indemnity, charges, duties or expenses or payment of liquidated or unliquidated damages under or in connection with the credit agreement, or as a result of a breach of or default under or in connection with the credit agreement and includes money that the Company would have been liable to pay but for its liquidation, or some other reason.

The Guarantor shall make all payments without set-off, counter claim or other deduction (except any compulsory deduction for taxation).

The Guarantor agrees that SGH Petroleum has a security interest in all products supplied and previously supplied to the Purchaser and products after acquired pursuant to the Conditions of Sale for the purposes of the *Personal Property Securities Act 2009*. The guarantor agrees to grant a security interest in favour of SGH Petroleum if requested and will meet all obligations and requirements under clause 11 of the Conditions of Sale.

Any certificate by SGH Petroleum or an authorised officer of SGH Petroleum stating the amount of the Guaranteed Money, or an amount owing under this Deed, at a date mentioned in the certificate is conclusive. It binds the Guarantor in the absence of manifest error.

This Deed binds any person who signs this Deed even if for any reason a person who is intended to be a Guarantor fails to sign it. The obligations of the Guarantor under this Deed bind its successors and permitted substitutes or assigns. If there is more than one Guarantor those obligations bind them jointly and severally. The provisions of this Deed survive termination of the credit agreement. SGH Petroleum may assign the benefit of this Deed without the consent of the Company or Guarantor.

EXECUTION:

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Witnessed By:

Full Name:

Full Name:

Position: Director & Guarantor

Address:

Address:

Date:

Licence No.

Date of Birth:

.....

Witnessed By:

Full Name:

Full Name:

Position: Director & Guarantor

Address:

Address:

Date:

Licence No.

Date of Birth:

.....

Witnessed By:

Full Name:

Full Name:

Position: Director & Guarantor

Address:

Address:

Date:

Licence No.

Date of Birth:

SGH Petroleum may give credit reporting agencies the following information:

- Details of your identity
- The fact that you have applied for credit and the amount of credit applied for;
- The fact that SGH Petroleum is a current credit provider to you;
- Payments which become overdue more than 60 days, and for which collection action has commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by you which have been dishonoured more than once;
- In specified circumstances under the *Privacy Act 1988*, that in the opinion of SGH Petroleum you have committed a serious credit infringement;
- The credit provided to you by SGH Petroleum has been paid or otherwise discharged.

SGH Petroleum will limit disclosure to that permitted under the *Privacy Act 1988*.

Consent to Obtain Credit Report

I/we agree to SGH Petroleum obtaining a report about my/our commercial activities or commercial credit worthiness from a business that provides information about the commercial credit worthiness of persons.

I/we agree that SGH Petroleum may give to and seek from any other credit providers named in this application and any credit provider that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

SGH Petroleum complies with the requirements of the Privacy Amendment (Private Sector) Act 2000 and the National Privacy Principles. In this regard if you have any further queries with respect to compliance with the privacy legislation please contact us.

I/we understand that this information may be used for the following purposes:

- To assess an application by me/us for credit
- To notify other credit providers of a default by me/us
- To exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- To assess my/our credit worthiness

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Full Name:

Full Name:

Address:

Address:

1. Unless otherwise agreed in writing, the Purchaser shall take delivery of any products ordered at the Purchaser's nominated delivery address. Products left at unattended sites are at the Purchaser's risk. Any risk of loss, deterioration or damage from any cause in respect of the products passes on delivery.
2. SGH Petroleum Pty Ltd (ACN 123 131 555) ("SGH Petroleum") will not be liable for any non-delivery unless written notification of such non-delivery is received within seven days after receipt of a statement or invoice that includes reference to non-delivered products. SGH Petroleum's liability in such a case shall be limited to replacement of the products within a reasonable time.
3. The customer may (unless SGH Petroleum advises the customer otherwise, or the customer has breached these conditions of sale), use, sell for full value, the goods in the ordinary course of the customer's ordinary business. If the customer sells the goods, it must hold the proceeds (separately and in identifiable form) in trust for SGH Petroleum, and pay them into a bank account nominated by SGH Petroleum if requested to do so.
4. Except as otherwise stated in clause 3, the customer must not dispose of or grant any security interest in respect of the goods.
5. Payment shall be made by the Purchaser to SGH Petroleum within 21 days of the end of the month in which the products were purchased or credit terms agreed between them.
6. If the Purchaser elects to pay the account by Visa or Mastercard then a merchant fee of 1.5% will be payable in addition to any amount owing. If the Purchaser pays by American Express then a merchant fee of 2% shall be payable in addition to any amount owing.
7. Overdue accounts shall incur an administration fee in an amount fixed by SGH Petroleum from time to time. SGH Petroleum reserves the right to vary the amount of the administration fees in its discretion. The Purchaser agrees to pay any collection costs and expenses (including legal costs on a solicitor/client basis) that SGH Petroleum incurs in recovering or attempting to recover any amount owing. All payments shall be made without set-off, counter claim or other deduction (except any compulsory deduction for taxation).
8. SGH Petroleum reserves the right to accept in whole or part any order, or to decline any order without penalty. Any order, or part order, not accepted is deemed cancelled.
9. Once lodged with SGH Petroleum, an order may not be cancelled, or delivery of it delayed, without prior agreement of SGH Petroleum. The Purchaser agrees to pay all costs and expenses incurred by SGH Petroleum in any way arising out of an order, prior to acceptance by SGH Petroleum of any purported cancellation or variation of any order.
10. A purchaser has no right to return products which are not standard carrying stock of SGH Petroleum unless such products are defective. Standard products may be returned to SGH Petroleum provided that:
 - (a) the products are returned within 14 days of the date of supply;
 - (b) the returned products are undamaged;
 - (c) the original invoice is provided;
 - (d) notification of return is made to SGH Petroleum within 7 days of supply;
 - (e) the Purchaser pays the restocking fee; and
 - (f) freight and other costs, including insurance, are borne by the Purchaser.
11. Products sold by SGH Petroleum carry only such guarantees and warranties as are specified in any catalogue of SGH Petroleum or in any catalogues of suppliers of the products to SGH Petroleum. The liability of SGH Petroleum's under any such guarantees and warranties or otherwise in respect of any damage to or occasioned by the products shall not exceed the invoice value of the products. SGH Petroleum will not be liable for any consequential loss. To the extent permitted by law, all conditions and warranties as to the condition or quality or merchantability of the products or their fitness for any particular purpose, or as to their having particular attributes, and all other conditions and warranties whatsoever, whether statutory or otherwise, are excluded. Nothing in these conditions of sale shall operate to exclude, restrict or modify in any manner whatsoever the rights conferred on a consumer by the *Competition and Consumer Act 2010* or any other Commonwealth, State and Territorial Laws that cannot lawfully be excluded, restricted or modified. Any liability implied for breach of any such condition or warranty shall be limited to the replacement of the product or the supply of the equivalent or payment of the cost of acquiring or replacing the product.

Conditions of Sale (cont.)

12. Where any payment is overdue, SGH Petroleum may at its option either cancel un-completed orders, or suspend delivery of any product yet to be delivered, or exercise any other rights open to it against a purchaser for breach of contract.
13. **PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)**
The Purchaser agrees that:
 - (a) these conditions of sale are a security agreement for the purposes of the PPSA;
 - (b) SGH Petroleum has a security interest in all products that it supplies to the Purchaser pursuant to these conditions of sale. If any products are mixed or commingled with other goods before payment, SGH Petroleum will own the resulting mixed or commingled goods as if they were the goods that SGH Petroleum had supplied;
 - (c) SGH Petroleum has a security interest in all products that it has previously supplied to the Purchaser and all after-acquired products that it supplies to the Purchaser in the future in respect of all moneys that the Purchaser owes to SGH Petroleum;
 - (d) the security interest is a continuing security interest until the Purchaser has paid all moneys owing;
 - (e) it irrevocably waives its right to receive a verification statement under s 157 of the PPSA;
 - (f) it will reimburse SGH Petroleum for all costs, expenses and other charges incurred, expended or payable by SGH Petroleum in relation to the filing of a financing statement, or a financing change statement or releasing the security interest created by these conditions of sale;
 - (g) it will promptly to sign any further documents or provide further information or do any other things that SGH Petroleum reasonably requires to perfect and maintain perfection of SGH Petroleum's security interest in the products, including costs and expenses relating to enforcement or attempted enforcement of the security interest in respect of these conditions of sale;
 - (h) it is not the owner of the products and as such if chapter 4 of the PPSA applies to these conditions of sale, SGH Petroleum and the customer contract out of the enforcement provisions of s115(1);
 - (i) SGH Petroleum is authorised, at any reasonable time, to enter and re-take the goods sold and then re-sell the products and retain the proceeds of the sale without prejudice to its rights to claim the balance of the purchase price and interest from the customer or signatory; and
 - (j) the provisions of this clause survive the termination of these conditions of sale.
14. **PRIVACY ACT 1988**
The Purchaser acknowledges and agrees that:
 - (a) SGH Petroleum may collect personal information from the Purchaser through its application for credit with SGH Petroleum for the purpose of identifying the Purchaser, supplying products to the Purchaser, and recovering payment from the Purchaser;
 - (b) the Purchaser may access the personal information held by SGH Petroleum and may seek correction of the personal information by contacting SGH Petroleum;
 - (c) SGH Petroleum may refuse the Purchaser's application for credit (or for future credit) if the personal information is not collected by SGH Petroleum; and
 - (d) SGH Petroleum may collect repayment history information on the Purchaser and may disclose the Purchaser's repayment history information to credit reporting bodies in accordance with the *Privacy Act 1998* (Cth)
15. These conditions shall apply to all orders for products placed by the Purchaser with SGH Petroleum to the exclusion of all other terms and conditions unless otherwise expressly agreed between the parties in writing.
16. SGH Petroleum reserves the right to vary the terms and conditions of sale at any time by giving 30 days prior notice in writing to the Purchaser of any variation.
17. The laws of the State of Victoria apply to these conditions of sale.

Direct Debit Service Agreement

This agreement made the _____ day of _____ 20__

Between:

SGH Petroleum Pty Ltd (ACN 123 131 555)
of 2170 Fifteenth Street, Irymple, Victoria 3498
("SGH Petroleum")

and

_____ of _____
("Customer")

- A. SGH Petroleum supplies or intends to supply the Customer with petroleum and petroleum related products and services pursuant to the terms and conditions below.
- B. The parties agree and acknowledge that it is imperative for proper and efficient operation of the business of SGH Petroleum and also the business of the Customer that there be timely delivery of products and services by SGH Petroleum to the Customer, and timely payment by the Customer to SGH Petroleum for the said products and Services.
- C. In order to effect the most timely payment of monies owing from time to time by the Customer to SGH Petroleum, the parties have agreed to the adoption of the Direct Debit Scheme ("the Scheme").
- D. The parties acknowledge that the Scheme will be used to allow SGH Petroleum to debit the customer's Financial Institution account under the Scheme for all monies payable to the Customer by SGH Petroleum on any account whatsoever but including:
 - a. cash sales amounts owed by the Customer to SGH Petroleum under the Agreement;
 - b. monthly debtors' account payments.

THE PARTIES HAVE AGREED AS FOLLOWS:

1. The Customer warrants and undertakes that it will at all times ensure that cleared funds are available to enable full and immediate payment under the Scheme.
2. The Customer agrees and acknowledges that any breach of the terms of the Scheme shall be deemed a breach of the conditions of sale and the Agreement between SGH Petroleum and the Customer ("the Agreement") and that, apart from any other rights or remedies of which SGH Petroleum may seek to avail itself under the Agreement, SGH Petroleum shall have the right to withhold the supply of any further products or services until any breach of the Scheme has been remedied and SGH Petroleum has been paid or reimbursed any fees or charges incurred by SGH Petroleum of any nature whatsoever, including legal costs, arising directly or indirectly out of any breach by the Customer of the Scheme and/or the Agreement.
3. In the event that for any reason at any time SGH Petroleum is unable to obtain immediate payment under the Scheme from the Customer of any monies sought by SGH Petroleum to be paid under the Scheme, the Customer agrees to pay an administration fee with respect to any account outstanding outside SGH Petroleum's terms of payment as set by SGH Petroleum from time to time.
4. In relation to any amount claimed or to be claimed by SGH Petroleum from the Customer under the Scheme, SGH Petroleum will furnish billing advice to the Customer in the following manner; by way of a GST (Goods and Services Tax) complying Tax Invoice.
5. The parties agree that this Scheme shall remain in operation as the mode of payment of all monies by the Customer to SGH Petroleum (unless SGH Petroleum agrees in writing to any variation of this provision) for as long as the Agreement remains in operation between the parties or any assignee or assignees of them or either of them and the Customer agrees and undertakes that it will not do anything, or omit to do anything, which would prejudice the ongoing operation of the Scheme as the mode of payment of all monies by the Customer to SGH Petroleum during the currency of the Agreement.
6. SGH Petroleum agrees to provide not less than 14 days' notice to the Customer if it proposes to make any variation in the Scheme arrangements.
7. The Customer agrees to give SGH Petroleum not less than seven days' notice to request deferment, cancellation, alteration or the stopping of a Direct Debit drawing. Notice must be provided in writing to: The Credit Officer, SGH Petroleum, PO Box 817, Irymple, Victoria 3498.
8. In the event that the Customer for any reason disputes the entitlement of SGH Petroleum to have direct debited a sum from its Financial Institution's account pursuant to the Scheme, it will detail its complaint, and the reasons therefore, in writing to SGH Petroleum who agrees that it will use its best endeavours, in good faith, to resolve the complaint promptly. If the Customer is dissatisfied with the response provided by SGH Petroleum, then the Customer can direct its claim to its Financial Institution who will respond to the complaint.

This is a legal document. If you do not understand this document you should seek independent legal advice.

Direct Debit Service Agreement (cont.)

- 9. The Customer acknowledges that direct debiting is not available on all accounts, or with all Financial Institutions. The Customer acknowledges that it has been advised to check account details against a recent statement from the Financial Institution with whom it currently deals, for the purposes of this Agreement. If the Customer is uncertain as to whether its Financial Institution is a participant in the Scheme, it has been advised to check with the Financial Institution or proposed Financial Institution before completing any Direct Debit Request form for the benefit of SGH Petroleum.
- 10. In the event that any payment required to be made under this Agreement is due on a day that is not a business day, then the day for payment of that drawing shall instead be the succeeding business day.
- 11. In the event that the Customer is uncertain as to when a debit will be processed by its Financial Institution and paid to SGH Petroleum's account, it should make all necessary enquiries beforehand direct to SGH Petroleum.
- 12. The Customer acknowledges that in the event that its Financial Institution returns or dishonours a drawing made under the Scheme, SGH Petroleum will contact the customer by telephone to make separate arrangements to redraw the amount and any related Financial Institution fees from the Customer's Financial Institution account.
- 13. SGH Petroleum agrees that all Customer information, records and account details held by them will be kept confidential except for information provided to its Financial Institution to initiate drawings under the Scheme to its nominated Financial Institution account. The Financial Institution may also require such information to be provided in the event of a claim or in relation to an alleged incorrect or wrongful debit.

Signed for and on behalf of

Signed by the Customer:

SGH Petroleum Pty Ltd

by its duly Authorised Agent:

Name

Name.....

Direct Debit Request Form

Request for Debiting Amounts to Accounts by Direct Debit Request.

A/C NUMBER: _____
(OFFICE USE)

I/We, _____
(Name of Customer(s) giving Direct Debit Request)

of _____
(Address)

AUTHORISE AND REQUEST SGH Petroleum Pty Ltd

To arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement overleaf.

I/We authorise the following:

1. The Debit User to verify the details of the abovementioned account with my/our Financial Institution.
2. The Financial Institution to release information allowing the Debit User to verify the abovementioned account details.

Signature: _____

Signature: _____

Date: _____

Date: _____

Account Details:

Name of the Financial Institution: _____

Account Name: _____

BSB: ___ / ___ / ___ **Account Number:** _____

Debit Details:

I/We request that you debit my/our account in accordance with our Agreement on the 21st of each month.

OR

To arrange for funds to be debited from my/our credit card

Card Type _____ Card Number _____ / _____ / _____ / _____

Expiry Date _____ / _____ Name on Card _____

Your credit card will be debited on the 12th of each month. Fees may apply.

Acknowledgement

I/We declare the statements made and information contained herein to be true in every respect and agree to comply with the trading terms and conditions of SGH Petroleum. I/We acknowledge receipt of and accept the Conditions of Sale.

I/We certify that I/we are authorised to complete and sign this Credit Application Form.

I/We undertake to advise SGH Petroleum in writing of any changes to our trading details.

I/We understand that SGH Petroleum reserves the right to withdraw credit facilities at any time.

I/We acknowledge SGH Petroleum reserves the right to vary these Terms and Conditions and the General Terms of Conditions of Sales at any time by giving 30 days prior notice in writing to the Customer.

Signed by the Applicant(s)/ Applicant's authorised representative:

.....

Full Name:

Address:

.....

Full Name:

Address:

Witnessed By:

Full Name:

Address:

Date:

Witnessed By:

Full Name:

Address:

Date: