SGHPetroleum

keeping it local

CREDIT APPLICATION FORM

Individuals & Partnerships

SGH Petroleum Pty Ltd

ABN: 22 123 131 555

Trading as:

Sunraysia Petroleum
Central Murray Petroleum
SGH Industrial Fuel Solutions

HEAD OFFICE

2170 Fifteenth Street, Irymple VIC, 3498

PO Box 817, Irymple, Victoria 3498

Phone: (03) 5024 7455

Email: info@sunraysiapetroleum.com.au

SunraysiaPetroleum CentralMurrayPetroleum SGHIndustrial

Individuals and Partnerships – Application for a Consumer/Commercial Credit Account

Account Name:.....

A.B.N: .....

Registered Trading Name (if applicable): .....

Postal Address:..... Post Code:.....

Residential Delivery Address:.....

Email:.....

Full Name of Applicant 1: .....

Licence No:..... Date of Birth:.....

Employed by:..... How Long:.....

Occupation:..... Business Ph:.....

Full Name of Applicant 2:.....

Licence No:..... Date of Birth:.....

Employed by:..... How Long:.....

Occupation:..... Business Ph:.....

Previous Employer (if less than 5 years at current):.....

Telephone:..... Fax:..... Mobile:.....

Home Address: ..... How Long:.....

Renting/Own:..... Mortgage Holder:..... Agent:.....

Previous Address (>than 5 years)..... How Long:.....

Nature of Business:.....

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

If Self-employed Accountants name and address:.....

Length of time in business: Years:..... Months:.....

Trade References:

1.....

Phone:..... Email:.....

2.....

Phone:..... Email:.....

3.....

Phone:..... Email:.....

Expected monthly fuel usage in litres Diesel:..... Petrol:.....

Monthly credit limit sought: $..... (Minimum $1,000.00 per month)

Previous Fuel Supplier: .....

Credit Reporting

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 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

Signature:	.....	Signature:	.....
Full Name:	.....	Full Name:	.....
Address:	.....	Address:	.....
.....		.....	

Conditions of Sale

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 such credit terms agreed between both parties.

6. If the Purchaser elects to pay the account by Visa or MasterCard then a merchant fee of 1% will be payable in addition to any amount owing. If the Purchaser pays by American Express then a merchant fee of 1.5% 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.

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 timeliest 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 endeavors, 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.

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 dishonors 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 by the Customer

Signature: .....

Name: .....

Signed for and on behalf of

SGH Petroleum Pty Ltd

By it's only duly Authorised Agent:

Signature: .....

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.

Account payments Via CREDIT CARD will not be accepted

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:

Signature: .....

Full Name: .....

Address: .....

.....

Date: ...../...../.....

Witnessed by:

Signature: .....

Full Name: .....

Address: .....

.....

Date: ...../...../.....

Signature: .....

Full Name: .....

Address: .....

Date: ...../...../.....

Witnessed by:

Signature: .....

Full Name: .....

Address: .....

Date: ...../...../.....

Local Card Order Form

(SGH Petroleum Network Only)

- **NO Monthly card fee**
- **Linked to Irymple Superwash**
- **Local card can only be used within the SGH Petroleum Network**
  (Visit website for locations within SGH Petroleum Network)

Please scan QR code for list of participating sites

Account Name:_____

Account No:_____(if known)

		PIN (4 digits required)
Name / Registration Number to appear on card		
Name / Registration Number to appear on card		
Name / Registration Number to appear on card		
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Name / Registration Number to appear on card		
Name / Registration Number to appear on card		
Name / Registration Number to appear on card		

Account Holder Signature: Date:

SGHPetroleum

keeping it local

Compac Refuel

Start Fueling Faster — Just a Few Steps Away
Easy Setup • Fast Access • Secure Payments

App Download Code

Setup Instructions:

1. **Download the App**
   Scan the QR code OR search Compac Refuel App in your app store and download

2. **Sign up**

- Open the Compac Refuel App
- Tap Sign In / Sign Up
- Enter your email address, select verification, enter verification code sent to your email, then enter preferred password.

3. **Add organisation**

- Select your fuel provider from the list or type the name of the organisation you are purchasing fuel from

4. **Add Card**

- Tap the Cards icon
- Select Add Card
- Enter your card details and submit them to verify

5. **Start fuelling**

- Tap the Take Fuel button
- Follow the on – screen prompts to complete the fuel purchase

SGH PETROLEUM FUEL CARD ORDER FORM

(SGH Petroleum Fuel Card has access to FLEET CARD network all across australia)

Account Name: _____ Acc #: _____

1) Name / Rego to appear on Card: _____
(Account number + Max 21 Characters) (Account number will appear ahead of your requested identifier)

2) Select products available on card: **ALL FUELS** **PETROL ONLY** **PETROL & LPG ONLY** **DIESEL ONLY** **CAR WASH**
(Please Circle Selection)

Please note Odometer reading will default yes on all card orders.

3) PIN Number: | | | | |

1) Name / Rego to appear on Card: _____
(Account number + Max 21 Characters) (Account number will appear ahead of your requested identifier)

2) Select products available on card: **ALL FUELS** **PETROL ONLY** **PETROL & LPG ONLY** **DIESEL ONLY** **CAR WASH**
(Please Circle Selection)

Please note Odometer reading will default yes on all card orders.

3) PIN Number: | | | | |

1) Name / Rego to appear on Card: _____
(Account number + Max 21 Characters) (Account number will appear ahead of your requested identifier)

2) Select products available on card: **ALL FUELS** **PETROL ONLY** **PETROL & LPG ONLY** **DIESEL ONLY** **CAR WASH**
(Please Circle Selection)

Please note Odometer reading will default yes on all card orders.

3) PIN Number: | | | | |

1) Name / Rego to appear on Card: _____
(Account number + Max 21 Characters) (Account number will appear ahead of your requested identifier)

2) Select products available on card: **ALL FUELS** **PETROL ONLY** **PETROL & LPG ONLY** **DIESEL ONLY** **CAR WASH**
(Please Circle Selection)

Please note Odometer reading will default yes on all card orders.

3) PIN Number: | | | | |

When deciding on the number of cards to order, please note there is a $2.50 per month per card fee to cover the cost of accessing Fleet Card national network. There is no fee for cancelling or replacing a card. Pin numbers will be set up at the time of ordering. Any transactions from a non Shell or Liberty branded site will incur an additional 2.2 Cents Per Litre added to the bowser price. By ordering these Fleet Cards it is agreed that all fees and charges incurred through the use of these cards with either the account holder or their authorised agents are solely the responsibility of the above account holder.

Account Holder Signature: _____ Date: _____

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OFFICE USE ONLY

LOCAL DISC	INITIALS	DATE	DD	INITIALS	DATE
SGH CARD DISC	INITIALS	DATE	CC	INITIALS	DATE
BULK DISC	INITIALS	DATE	CARDS	WHITE	SGH CARD
LETTER	CONTACT DETAILS				
ACC OPENED	EOM TERMS	REGION	ACC TYPE	EX FLAG	HOME SITE

Approved By:..... Date:..... A/C No:.....

Credit Limit:..... Trading Terms: ☐ 21 Days EOM ☐ 21 Days EOM(DD) ☐ C.O.D ☐ Other

Bulk Fuel - MDA / SWH Landed **+** .....(DIST) MDA / SWH Landed **+** .....(MOTOR SPIRIT)

White Card Disc:.....

Local Card Disc: .....

Outside Network Card Disc: .....

☐ Aus Wide ☐ Irymple ☐ Red Cliffs ☐ Tittos ☐ Tooleybuc

☐ Berriwillock ☐ Ouyen ☐ Speed ☐ Merbein Sth ☐ Homebush (Balranald)

☐ Buronga ☐ Merbein ☐ Swan Hill ☐ Murrayville

☐ Fuel Zone (Mildura) ☐ Quambatook ☐ Woomelang

Other Comments: