

ACCEPTANCE OF TERMS & CONDITIONS & PRIVACY ACT 1988 (AS AMENDED) ACKNOWLEDGMENT

The Customer:

- makes application for COD Account with Freedom Fuels;
- acknowledges that Freedom Fuels may accept or reject such application in its absolute discretion;
- agrees that Freedom Fuels may vary any of the terms and conditions of this Agreement at any time by fourteen (14) days written notice sent to the Customer's last known address;
- declares that the information provided in this application is true and correct
- warrants that if it is applying as a Trustee of a Trust that it has full authority as Trustee to enter into agreements for the supply of goods and/or services;
- warrants that each of the Officer/s of the Customer gives consent to Freedom Fuels:
 - disclosing and obtaining personal information to and/or from another Credit Provider or Credit Reporting Agency;
 - using any information obtained for the purposes of assessing this Application, collecting payments as due under this Agreement, and notifying other Credit Providers of their creditworthiness;
 - disclosing any information held when required to make public disclosure or to do so by law;
 - to notify other Credit Providers and/or any Credit Reporting Agencies of a default by me/us.

! Please note Freedom Fuels is committed to customer service and maintains a Privacy Policy which outlines our ongoing obligations to you in respect of how we manage your Personal Information. Our Privacy Policy can be obtained via our website or by contacting our Head Office.

Notification of collection of Personal Information:

Freedom Fuels collects Personal Information in accordance with its Privacy Policy: <http://www.freedomfuels.com.au/privacy>. Our Privacy Policy contains information on how you may access and seek correction of Personal Information we have collected and/or hold about you, our complaints process for any potential breach of policy or of the Australian Privacy Principles and our full contact details. Please be aware that your Personal Information may be disclosed to third parties in the ordinary course of business or otherwise for purposes such as recruitment and employment, competitions, insurance claims, establishing credit accounts, credit history reporting, complaints processing, and includes the potential disclosure to overseas recipients including Freedom Fuels' shareholders in Japan and/or its credit insurance underwriters and Microsoft Hosted Exchange data storage in Hong Kong and/or Singapore. By providing us with your Personal Information you are expressly acknowledging acceptance our Privacy Policy, your consent to the potential use and/or disclosure of your Personal Information overseas, and your acknowledgement that Freedom Fuels will not be responsible for ensuring that any overseas recipient is compliant with the applicable Privacy Principles in relation to your Personal Information. Freedom Fuels will not be liable for any breach of the Australian Privacy Principles by any overseas recipient and you may have no recourse under the Privacy Act against overseas recipients.

COMPANY (Please sign here)

Signed on behalf of the Company in accordance with Section 127 of the Corporations Act (or under Company Seal):

Director

First Name

Middle Name

Surname

Signature Date / /

Director/Secretary

First Name

Middle Name

Surname

Signature Date / /

SOLE TRADER, PARTNERSHIP OR NON-CORPORATE TRUSTEE (Please sign here)

First Name

Middle Name

Surname

Signature Date / /

Witness Name

Signature Date / /

First Name


Middle Name

Surname

Signature Date / /

Witness Name

Signature Date / /

 You must tick the boxes on this page acknowledging your acceptance of our Terms & Conditions failing which your application will not be able to be processed.

TERMS & CONDITIONS OF TRADE C.O.D ACCOUNTS

DEFINITIONS:

Customer means the entity named under the heading "Customer's Details" in the attached credit application and includes the Customer's successors and assigns, any guarantors of the Customer and, if more than one person, each shall be jointly and severally liable.

Freedom Fuels means Freedom Fuels Australia Pty Ltd and/or any of its subsidiaries or related entities as defined by the Corporations Act 2001.

Products means Freedom Fuels' motor fuels, lubricants and other products and services provided at any retail site or depot.

1. Pricing of the Products may be subject to daily fluctuation as published on Freedom Fuels' website or as otherwise advised.
2. All orders for bulk fuel or onsite refueling must be placed by the Customer with Freedom Fuels in accordance with Freedom Fuels' nominated ordering process as advised from time to time.
3. Deliveries will be made during the hours nominated by Freedom Fuels. Any time quoted for delivery is an estimate only. Freedom Fuels will not be liable for any delay in delivery or early delivery and may suspend delivery or extend delivery time as Freedom Fuels in its absolute discretion sees fit. If there is a variation from the estimated time of delivery Freedom Fuels will use reasonable commercial endeavours to notify the Customer of the variation.
4. If a Site is not, in Freedom Fuels' sole discretion, suitable for delivery of the Products then Freedom Fuels may suspend delivery until it is satisfied the Site is suitable for delivery.
5. If the Customer fails to take or accept delivery or give proper delivery instructions for the Products, then without prejudice to Freedom Fuels' rights at law, Freedom Fuels may store the Products and charge the Customer for all reasonable costs incurred by Freedom Fuels, including without limitation, the cost of storage and insurance for the Products.
6. Freedom Fuels shall not be obliged to make any supply or delivery of Products to the Customer if and for so long as the Customer is in default of payment or any other provision of this Agreement and also when:
 - a. When Freedom Fuels has a reasonable belief that the Customer is unable to pay for the supply;
 - b. When Freedom Fuels has a reasonable belief that the Customer is unable to receive or transport the petroleum product in compliance with all applicable occupational, health and safety requirements.
7. If there is a shortage of any Products resulting in Freedom Fuels being unable to meet the requirements of all of its Customers then Freedom Fuels may allocate among its Customers Freedom Fuels' available supply of product.
8. The Customer shall be responsible for the payment of all taxes, duties and other imposts, whether retroactive or not, levied on or in relation to the product, which amounts shall be charged to the Customer detailed within Freedom Fuels' invoice.
9. Risk in the Products purchased by the Customer is passed to the Customer when the Products are delivered to, or collected by, the Customer.
10. Title and property in the Products shall remain with Freedom Fuels until payment is made in full on all accounts held. The Customer acknowledges that until payment is made in full in relation to all accounts held with Freedom Fuels, it holds the Products as bailee for Freedom Fuels and in the event that it fails to make payment as due, or sells the Products to a third party prior to making payment in full, then it hereby:
 - a. assigns the benefit of any claim to Freedom Fuels against the third party;
 - b. will account to Freedom Fuels for any sale proceeds; and
 - c. consents to Freedom Fuels registering a purchase money security interest on any relevant register.
11. Freedom Fuels warrants that:
 - a. it will convey good title to Products supplied to the Customer under this Agreement; and
 - b. those Products will conform to the description referred to on the accompanying delivery or sales documentation and meet Freedom Fuels' standard specifications from time to time.
12. The Customer must inform Freedom Fuels of all complaints or claims in respect of the Products within two (2) days and further retain a sample for testing in accordance with Freedom Fuels' Products information Statement available on request or via Freedom Fuels' website.
13. Subject to any condition or warranty implied in favour of the Customer by the *Competition and Consumer Act 2010 (Cth)* or any other applicable law which cannot lawfully be excluded, to the fullest extent permitted by applicable law the liability of Freedom Fuels for defective Products including for breach of any implied condition or warranty will be limited to (at Freedom Fuels' discretion):
 - a. the replacement of the Products or the supply of equivalent products; and
 - b. the payment of the cost of replacing the Products or of acquiring equivalent products;provided however that notice of any complaint regarding the Products is received by Freedom Fuels in accordance with Clause 12.
14. Freedom Fuels will not be liable to the Customer or any other person in respect of any loss, injury or damage (including consequential loss or damage and whether due to negligence, deliberate conduct or any other cause and whether arising in contract, in tort, under statute or in any other way) which may be suffered or incurred or which may arise directly or indirectly as a result of or in any way connected with any Products supplied by Freedom Fuels to the Customer.
15. Payment must be made by the Customer C.O.D via the payment method as advised by Freedom Fuels upon acceptance of the Customer's order. Freedom Fuels reserves the right to vary the payment terms and method on fourteen (14) days prior written notice.
16. Freedom Fuels shall be entitled to charge interest on any money overdue during the period of default at a rate 2% higher than the rate for the time being charged by the Westpac Banking Corporation on unsecured overdrafts in excess of \$100,000.00.
17. If a Customer's payment via cheque or direct debit is dishonoured then the Customer will incur a \$50.00 dishonour administration fee in addition to any bank charges incurred by Freedom Fuels.
18. The Customer may not assign this Agreement without the prior consent of Freedom Fuels and must notify Freedom Fuels in writing within seven (7) days of any change of ownership of its business, shareholdings, directorships or corporate structure. The Customer will remain liable for any Products supplied after any such change until such time as Freedom Fuels approves such changes in writing.
19. The Customer must comply with all applicable laws and the policies, standards and other requirements of any Governmental Agency in relation to, and assumes all risks and liability (including all environmental risks and liability) arising from, the unloading, discharge, storage, handling or use of the Products sold under this Agreement.
20. The Customer acknowledges that to the extent of any inconsistency between the terms and conditions contained herein and any formal Freedom Fuels' Supply Agreement entered into that the terms of the Supply Agreement will prevail.

By ticking the box the customer acknowledges that it has read and agreed with the terms and conditions as detailed above.

FREEDOM FUELS APPLICATION FOR CREDIT – DIRECT DEBIT AUTHORITY & SERVICE AGREEMENT

Request and Authority to Debit/Charge:

I/we (full name/customer legal entity): of

Address

hereby authorise and request Freedom Fuels Australia Pty Ltd, until further written notice is given, to either:

- debit from my/our nominated Financial Institution Account; or
 - charge my/our nominated credit card;
- any amount which may be due and payable via direct debit pursuant to the terms and conditions of our Freedom Fuels Business Account.

Nominated Account/Card:

Details of Account to be Debited

Financial Institution Name

Branch

Name of Account

BSB Number Account No.

Account Holders Signature Date / /

OR Credit Card to be Debited Master Card Visa AMEX

Name on Card

Card Number

Expiry /

Card Holders Signature Date / /

Payment Schedule: Payments will be debited to your nominated account pursuant to the credit terms of your Business Account with Freedom Fuels.

For Individuals:

Full Name

Signature Date / /

Witness Full Name

Signature

For Companies:

Signed on behalf of the Company in accordance with Section 127 of the Corporations Act (or under Company Seal):

Directors Full Name

Signature Date / /

Directors/Secretary Full Name

Signature Date / /

Affix Seal:

Our commitment to you

This document outlines the terms and conditions, and our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Freedom Fuels (User ID 314762) and you. It sets out your rights, our commitment to you and your responsibilities to us, together with where you should go for assistance.

Initial Terms of the Arrangement

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account or charge your credit card as applicable for the agreed amount for products purchased on your Business Account.

Drawing Arrangements

- The first drawing under this Direct Debit arrangement will occur upon the due date of your first invoice pursuant to your credit terms and will continue each payment cycle thereafter.
 - If any drawing falls due on a non-business day, it will be debited or charged to your account on the next business day following the scheduled drawing date.
 - We will give you at least 14 days notice in writing when any changes to the terms of the arrangement are made.
 - If you wish to discuss any changes to the initial terms, please direct all enquiries to the Credit Department - Freedom Fuels.
 - If the drawing is dishonoured, we reserve the right to suspend your credit facility.
- If three or more drawings are returned unpaid by your nominated Financial Institution, we may elect to arrange with you an alternative payment method.
- An administration fee of \$50.00 will be applied to any dishonoured Direct Debit or rejected credit card charge.

Your Rights

Changes to the Arrangement

If you want to make changes to the arrangement, please contact the Credit Department of Freedom Fuels. These changes may include:

- deferring the drawing; or
- altering the schedule; or
- stopping an individual debit; or
- suspending the DDR; or
- cancelling the DDR completely.

Please note that your right to change your direct debit arrangements may be restricted by the terms and conditions of your Business Account and may affect your ability to continue using your account.

Enquiries

- Please direct all enquiries to us rather than to your financial institution by calling 1300 667 202.
- You should allow at least 14 business days prior to the next scheduled drawing date if making any changes to your Direct Debit arrangements.
- All communication addressed to us should include your Business Account Number, financial institution account number & account name.
- We will hold all personal customer information in accordance with our Privacy Policy except for that information provided to our financial institution to initiate the drawing to your nominated account and otherwise as advised in the terms and conditions of your Business Account and/or Business Account Card.

Disputes

- If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us.
- If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim.
- You will receive a refund of the drawing amount if we can not substantiate the reason for the drawing.

It is your responsibility to ensure that:

- your nominated account can accept direct debits (your financial institution can confirm this); and
- on the drawing date there is sufficient cleared funds in the nominated account; and
- you advise us if the nominated account is to be varied, transferred or closed.

General

To the extent of any inconsistency between the terms of this Direct Debit Request & Service Agreement and those of your Business Account, the latter will prevail.

By signing this Direct Debit Authority, you acknowledge having read, understood, and agreed to be bound by the terms and conditions governing the direct debit arrangements between you and Freedom Fuels as set out in this Authority and in your Direct Debit Service Agreement.