



**Ord Fuels**  
 ABN: 19 428 177 849  
 ACN: 602 132 427  
 Lot 572 Victoria Hwy  
 Kununurra WA 6743

Phone: 0428 042 374  
 E-mail: OFS@ordfuels.com.au

Please complete all fields. Place a N/A where applicable.

TRADING DETAILS			
<b>Business Type</b>	Individual <input type="checkbox"/>	Partnership <input type="checkbox"/>	Company <input type="checkbox"/> Other .....
<b>Trading Name:</b>		<b>ABN:</b>	
<b>Trustee Name:</b>		<b>ACN:</b>	
<b>Type of Business:</b>		<b>Date Business Commenced:</b>	
<b>Name/s of All Partners</b>			
<b>Postal Address:</b>			
<b>Delivery Address:</b>			<i>Must include Property Name, Road Number and Name</i>
<b>Phone:</b>		<b>Mobile:</b>	
<b>Email Address:</b>			

ACCOUNT DETAILS	
<b>Contact for Accounts:</b>	
<b>Phone:</b>	<b>Email:</b>
<b>Invoice Delivery:</b> By Email <input type="checkbox"/> By Post <input type="checkbox"/>	<b>Statement Delivery:</b> By Email <input type="checkbox"/> By Post <input type="checkbox"/>
<b>Credit Limit Requested: \$</b>	

PREFERRED PAYMENT METHODS	
<b>BY CHEQUE</b>	Ring 0428 042 374 for instructions
<b>BY CREDIT CARD</b>	Call: Ord Fuels Office on 0428 042 374
<b>BY EFT/BANK TRANSFER</b>	NAB Bank BSB: 083-001 Account No.: 89 779 1547
<b>BY DIRECT DEBIT</b>	Please read and complete the Direct Debit authority and return with this application.

**PERSONAL DETAILS OF INDIVIDUALS / SOLE TRADER / PARTNERS / DIRECTORS**

1.	<b>Full Name:</b>	
	<b>Residential Address:</b>	
	<b>Date of Birth:</b>	<b>Licence No.:</b>
		<b>State of Issue:</b>
2.	<b>Full Name:</b>	
	<b>Residential Address:</b>	
	<b>Date of Birth:</b>	<b>Licence No.:</b>
		<b>State of Issue:</b>
3.	<b>Full Name:</b>	
	<b>Residential Address:</b>	
	<b>Date of Birth:</b>	<b>Licence No.:</b>
		<b>State of Issue:</b>
4.	<b>Full Name:</b>	
	<b>Residential Address:</b>	
	<b>Date of Birth:</b>	<b>Licence No.:</b>
		<b>State of Issue:</b>

*By signing this Credit Application you agree to abide by the Terms of Agreement as on Page 3.*

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

## **TERMS OF AGREEMENT:**

- 1) The Customer will comply with payment terms as agreed with Ord Fuels, **strictly 21 days from invoice date, unless otherwise agreed.**
- 2) Credit facilities can be withdrawn at any time without prior notice.
- 3) Title to ownership of the property and products shall not pass to the customer until all monies are paid in full. If repossession of goods is required, the purchaser shall allow or consent to Ord Fuels to enter the customer premises to retake possession of the goods. In such cases, the Customer has possession of the Petroleum Products as a fiduciary agent of Ord Fuels. Where any Petroleum Products belonging to Ord Fuels are mixed with any other Petroleum Products not belonging to it, Ord Fuels is hereby irrevocably appointed as the Customer attorney with power to sort and ascertain which Petroleum Products belong to Ord Fuels and which do not.
- 4) If the Customer fails to pay any amount owing to Ord Fuels pursuant to any Agreement with Ord Fuels, or commit an act of bankruptcy, or a receiver and manager, liquidator, provisional liquidator or any other insolvency administrator is appointed or a mortgagee enters into possession of any of the Customer assets, or an application made for the winding up of the Customer or the Customer is otherwise in default of this Agreement then, without prejudice to any other rights Ord Fuels may have, then Ord Fuels may without notice recover and/or sell the Petroleum Products or any of them and may enter upon the Premises by its servants or agents for that purpose.
- 5) If payment is overdue, Ord Fuels may cancel or suspend delivery to the Customer of other Petroleum Products yet to be delivered to them. Ord Fuels may also charge interest at the prevailing bank overdraft rate and further the Customer expressly undertakes to pay all such interest.
- 6) Should Ord Fuels consider it necessary to incur legal and/or other expenses, including any such expenses to any debt collection agency, in obtaining or attempting to obtain payment of any amount due by the Customer, the Customer shall be liable for, and expressly undertakes to pay, such expenses. Amounts received by Ord Fuels may be applied first against costs and then against interest, charges and expenses.
- 7) Ord Fuels will not be liable for any loss or damage in respect of or relating to the Customer use and handling of Petroleum Products, and Ord Fuels disclaims all implied conditions and warranties and all prior representations and statements in respect of or relating to the Customer use of or handling of the Petroleum Products.
- 8) The Customer will provide 'all weather', unobstructed and structurally appropriate truck access for Ord Fuels vehicles. The Customer is liable for all expenses incurred in retrieving Ord Fuels vehicles and Petroleum Products Equipment from the Premises in the event that access and egress to the Petroleum Products Equipment is hindered by circumstances beyond Ord Fuels control.
- 9) Ord Fuels will not be liable for damage at the Premises caused by Ord Fuels vehicles where such damage occurs whilst gaining access to Petroleum Products Equipment.
- 10) For the purposes of assessing the credit worthiness from time to time and the collection of payments, the customer authorises Ord Fuels, its employees and agents to make such enquiries as they deem appropriate including, without limitation, making enquiries of and obtaining reports (as may be allowed by law) from persons nominated by the Customer as Commercial References, the Customer creditors, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies ("Information Sources"). The Customer consents to the Information Sources providing to Ord Fuels such information as is requested by Ord Fuels and permitted to be given by law. The Customer also consents to Ord Fuels disclosing personal information or the contents of any credit report to a credit reporting agency for the purpose of that credit reporting agency creating or adding to any credit information file in relation to the Customer.
- 11) The Customer may have other rights implied by law which cannot be excluded by this Agreement. Nothing in this Agreement shall limit the benefit of those conditions, warranties and rights. However, Ord Fuels limits its liability to the fullest extent permissible by law.
- 12) Any notice shall be sufficiently served on the receiving party if delivered or posted to the address of the receiving party as listed in this Agreement or as last known to the sender. Notices are deemed to have been served at the time they would be received in the ordinary course of post.
- 13) This Agreement will be read as if any invalid or unenforceable words were severed but only if they can be severed without affecting other clauses hereof.
- 14) This Agreement is governed by the laws of Victoria and the parties submit to the jurisdiction of the courts in that State.
- 15) The Customer charges all its interest in everything it owns now or in the future to Ord Fuels in order to secure payment of all money due.
- 16) The Customer will identify in its records and books of account any property it presently holds or acquires in the future.
- 17) The Customer will sign further documents (including registrable mortgages and consents to any caveat) that Ord Fuels may reasonably require in order to perfect this charge.
- 18) The Customer will not sell or dispose of anything except in the ordinary course of the Customer business.
- 19) The Customer acknowledges receiving a copy of the Terms of Agreement before signing this Agreement.
- 20) "If the Personal Property Securities Act 2009 (Cth) ("Act") applies, or will apply at a future date, to this Application and Ord Fuels determines the Act:
  - a. adversely affects (or would adversely affect) Ord Fuels position, rights or obligations under or in connection with this Application; or
  - b. enables or would enable Ord Fuels position to be improved without adversely affecting the Applicant or any Guarantor,Ord Fuels may require the Applicant or any Guarantor to do anything (including amending the terms of this Application) that Ord Fuels deems necessary to ensure that, to the maximum possible extent, Ord Fuels position, rights and obligations, are not adversely affected (or are improved). Each of the Applicant or any Guarantor so requested must comply with the requirements of that notice within the time stipulated in the notice. Ord Fuels need not give any notice under the Act unless the notice is required by the Act and cannot be excluded."

## PERSONAL GUARANTEE:

In consideration of Ord Fuels having at my request agreed to supply and/or to continue to supply to the Customer (named in the Commercial Credit Application) with Petroleum Products and and/or services and forbearing at my request to sue and recover immediately any amount presently or from time to time owing on the account of the Customer, the Guarantor hereby jointly and severally agree with Ord Fuels as follows: -

- 1) To guarantee to Ord Fuels the payment by the Customer of all Petroleum Products and all services as Ord Fuels may have supplied or as Ord Fuels may hereinafter supply from time to time at the Customer request and notwithstanding that the Guarantor shall not have notice of any neglect or omission on the Customer part to pay for such Petroleum Products and/or services according to the terms of the Agreement between Ord Fuels and the Customer.
- 2) This Guarantee shall be a continuing guarantee to Ord Fuels for the whole of the Customer indebtedness or liability to Ord Fuels in respect of Petroleum Products and/or services supplied or to be supplied to the Customer as aforesaid or upon any other account howsoever arising.
- 3) Ord Fuels shall be at liberty without discharging the Guarantor from liability hereunder to grant a time or other indulgence to the Customer in respect of Petroleum Products and/or services supplied by Ord Fuels to the Customer as aforesaid and to accept payment from the Customer in cash or by means of negotiable instruments and to treat the Customer in all respects as though the Guarantor would be jointly and severally liable with it as Customer to Ord Fuels instead of being merely sureties for the Customer and in order to give full effect to the provisions of this Guarantee the Guarantor hereby waives all rights inconsistent with such provisions and which we might otherwise as sureties be entitled to claim and enforce.
- 4) Ord Fuels may at any time or times at Ord Fuels discretion and without giving notice whatsoever to the Guarantor refuse any further credit or supplies of goods (Petroleum Products) and/or services to the Customer and grant to the Customer or to any drawers, acceptors or endorsers of bills of exchange, promissory notes or other security received by Ord Fuels from the Customer on or which the Customer may be liable to Ord Fuels at any time or other indulgences and compound with the Customer or them respectively without discharging or impairing my liability under this Guarantee.
- 5) This Guarantee shall be enforceable both jointly and severally against each party who has executed this Guarantee notwithstanding that any negotiable or other securities referred to herein or to which it shall relate or be applicable shall be at the time of proceeding be taken against us or either of us by this Guarantee be outstanding or in circulation, and to secure payment to Ord Fuels of any amounts outstanding and notwithstanding the fact that this instrument of guarantee may be intended or expressed to be executed and given by more than one person and notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
- 6) The Guarantor will charge all of its interest in everything it owns now or in the future to Ord Fuels in order to secure payment of all money due under this guarantee. The Guarantor will identify any property it presently owns or may acquire in the future to Ord Fuels on demand and will sign further documents (including registrable mortgages and consents to any caveat) to perfect this charge. Ord Fuels may enter any premises the Guarantor owns or occupies (on any day or night of the year, using force if necessary) and seize, remove, store and sell anything the Guarantor owns (by private treaty, public auction, tender or otherwise) at whatever price and terms that Ord Fuels deems fit. Ord Fuels may buy in at any auction or tender sale and disclose the reserve price. This charge is a continuing security.
- 7) Ord Fuels may at any time or times at Ord Fuels discretion and without giving notice to the Guarantor make enquiries of the Guarantor credit with a credit reporting agency. Ord Fuels may under Section 18E(8)C of the Privacy Act give to a credit reporting agency personal information concerning this Guarantee or about payments overdue by the Guarantor pursuant to this Guarantee and for which collection action has commenced or cheques drawn by me/us which are dishonoured more than once. The agency will be provided with information when this Guarantee is discharged.
- 8) This Guarantee shall remain in force while Ord Fuels continues to supply Petroleum Products to the Customer and for the duration of any Supply Agreement between Ord Fuels and the Customer for all future transactions until determined by one (1) calendar month notice in writing given by the Guarantor (or in case of death to a personal representative) which shall be left personally with the secretary for the time being of Ord Fuels at its registered office in the State of Victoria.
- 9) Where herein words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.
- 10) Reference to "payment by the Customer for all goods (Petroleum Products) and/or services as Ord Fuels have supplied" in paragraph 1 of this Guarantee shall mean and include all, but not be limited to, amounts due and payable for goods (Petroleum Products) and services supplied by Ord Fuels to the Customer prior to the date of this Guarantee. The Guarantor acknowledges that the Guarantor has made his/her or its own enquiries of the Customer regarding the Customer past and prospective dealings with the supply and is satisfied as to the extent of his/her obligations arising from this Guarantee.
- 11) "If the Personal Property Securities Act 2009 (Cth) ("Act") applies, or will apply at a future date, to this Application and Ord Fuels determines the Act:
  - a. adversely affects (or would adversely affect) Ord Fuels position, rights, or obligations under or in connection with this Application; or
  - b. enables or would enable Ord Fuels position to be improved without adversely affecting the Applicant or any Guarantor,Ord Fuels may require the Applicant or any Guarantor to do anything (including amending the terms of this Application) that Ord Fuels deems necessary to ensure that, to the maximum possible extent, Ord Fuels position, rights and obligations, are not adversely affected (or are improved). Each of the Applicant or any Guarantor so requested must comply with the requirements of that notice within the time stipulated in the notice. Ord Fuels need not give any notice under the Act unless the notice is required by the Act and cannot be excluded."

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Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

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