

CALTEX **DEPOT**



CREDIT APPLICATION

&

CARD APPLICATION

W & A WILLMINGTON PTY. LTD.T/A

ABN 28 107 204 179

CALTEX DEPOT
Coreen Avenue,
Penrith
Ph: 4721 8175 Fax: 4731 1219

PENRITH GASHOUSE
88 Batt Street,
Penrith
Ph: 4731 6555 Fax 4731 6199

Terms and Conditions

Unless the customer has otherwise agreed in writing with W & A Willmington Pty Limited (A.B.N. 28 107 204 179) (hereinafter called "Caltex") in relation to the terms and conditions of use of the Caltex Distributor Card, ("the Card") the customer accepts the terms and conditions as set out below on the first use by the customer of the card. Caltex will issue invoices and/or statements or card purchases in the manner agreed upon pursuant to these terms and conditions or between the Customer and Caltex. The statement shall specify the amounts owed to Caltex as at the date indicated on the statement together with any additional charges and fees applicable thereto.

1. TRADING TERMS

Trading Terms are ten (10) days from the month end of the date of purchase.

2. CREDIT

You acknowledge, agree and consent pursuant to the provisions of the Privacy Act 1988 to Caltex obtaining:

- (a) commercial credit information about you and your organisation.
- (b) and giving from any credit provider and agency information or reports concerning you or your organisation.

3. MERCHANTS

Caltex shall not be liable for the refusal by any merchant to allow purchases to be made or obtained by use of the card, whether it be at the direction of Caltex or for any reason whatsoever. Any inquiries arising from any defect or deficiency in any petroleum products, goods or services acquired from the use of the card must be resolved initially with the merchant concerned. It is agreed that you shall not be entitled to withhold payment from Caltex on account of such claim or dispute.

4. USE OF THE CARD

The card may be used only within the period of validity and no transaction shall be made using the card after its cancellation or termination. The cardholder or customer shall ensure that the outstanding balance of the card does not exceed the credit limit as authorised by it or Caltex.

5. CUSTOMER PURCHASES

The customer may affect a purchase by the use of the card and the manner as advised by Caltex from time to time. Upon the completion of a card purchase the Customer will receive an invoice, receipt or voucher. It is the responsibility of the Customer to check that the details of any transaction made under the card has been accurately recorded on the invoice, receipt or voucher.

6. FEES

Agreement that Caltex reserves the right to charge a card and transaction fee.

7. ENFORCEMENT EXPENSES

If you fail to pay your account in full before the due date, you are in default of your obligations and we may charge you the amount reasonably incurred or expended by us in exercising our rights arising from your default.

8. UNABLE TO PAY

In the event that you are unable to pay the account when it falls due, you hereby give me charge over your property for the amount of the account. If you own real property, you agree that Caltex will be entitled to lodge a Caveat on the title of your real property and in this respect, you give Caltex a charge over your property for the whole of the amount of the account rendered to you and interest if applicable.

9. WAIVER

Waiver of any right or entitlement by Caltex shall not be a waiver of any continuing breach and our rights will not be prejudiced by any time or indulgence granted by you.

10. CUSTOMER PURCHASES

It is the responsibility of the purchaser to check that the details of any transaction has been accurately recorded on the receipt, invoice or voucher. The purchaser may contact Caltex to inquire or to clarify details of any matter relating to any statement or invoice the applicant receives. Caltex will not be required to consider any question or inquiry in respect of a statement or invoice notified more than 30 days after the receipt by the customer of that statement or invoice.

11. SERVICE OF NOTICE

Any notice or document required to be served by Caltex on the purchaser, may be duly served by sending such a notice by post or by hand delivery to the last known address of the purchaser and shall be deemed received by the purchaser two days after posting by Caltex or its solicitors or at the date of delivery if by hand.

12. ACCEPTANCE

Where the cardholder is unable to complete a transaction using the Caltex Distributor Card or any error has occurred due to refusal by any merchant, Caltex shall not be liable for any loss or damage.

13. VARIATION

This contract may be varied by Caltex at any time by notice in writing given by Caltex to the customer.

Credit Application

PERSONAL/SELF EMPLOYED				PROPRIETARY/PUBLIC COMPANIES			
APPLICANT 1 NAME:				COMPANY NAME (Pty Ltd or Holdings)			
APPLICANT 2 NAME:				TRADING NAME (If different to above)			
BUSINESS NAME:				ADDRESS:			P/Code
PRIVATE ADDRESS 1:		P/Code	PHONE NO:		FAX NO:		
PRIVATE ADDRESS 2:		P/Code	MOBILE NO:		EMAIL:		
APPLICANT 1:		DRIV LIC. NO.	BIRTHDATE	ADDRESS OF REGISTERED OFFICE			P/Code
PHONE (B)			/ /				
PHONE (H)		PHONE (M)		DATE FIRM ESTABLISHED / /	A.C.N. NO. / /		
EMPLOYER (Name & Phone)				BANK & BRANCH			
OCCUPATION		COMMENCED / /	NAME OF DIRECTOR AND GUARANTOR			BIRTHDATE	
BANK & BRANCH							/ /
APPLICANT 2:		DRIV LIC. NO.	BIRTHDATE	(Please complete the Continuing Guarantee on the back of this application)			
PHONE (B)			/ /	DIRECTOR'S ADDRESS:		PHONE NO.	
PHONE (H)		PHONE (M)					
EMPLOYER (Name & Phone)				PREVIOUS FUEL SUPPLIER			PHONE NO.
OCCUPATION		COMMENCED / /					
BANK & BRANCH							
CREDIT REQUIRED PER MONTH				\$	DO YOU REQUIRE A CALTEX DISTRIBUTOR CARD?		YES/NO
NATURE OF BUSINESS				If yes, please complete the Card Request Form on the back of this application			
ABN NO.							
CREDIT REFERENCE 1:					PHONE:		
CREDIT REFERENCE 2:					PHONE:		
CREDIT REFERENCE 3:					PHONE:		
<p>* Please refer to Terms and Conditions.</p> <p>If this application for credit is approved, I/we undertake to settle all accounts promptly as per your terms. I/we clearly understand that a breach of this undertaking will result in withdrawal of credit and cancellation of Caltex Distributor Card without notice. I/we understand that legal action will be commenced for recovery on any amounts outstanding and I/we will bear all costs incurred.</p> <p>.....</p> <p>.....</p>							
SIGNATURE(S) APPLICANTS			NAME & TITLE OF SIGNATORY			DATE	
W & A WILLMINGTON PTY. LIMITED ABN 28 107 204 179							

