



Account Application

Legal Entity	
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Trading Name	
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Type of Entity	<input type="checkbox"/> Company (Pty Ltd)	<input type="checkbox"/> Individual/Partnership	<input type="checkbox"/> Trust
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Your ACN	Your ABN
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Trading Address:	
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Postal Address:	
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Your Nominated Contact Person and Title:	
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Your Office Telephone Number:	
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Your Office Facsimile Number:	
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Your Accounts Payable email Address:	
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Customer Industry: <small>e.g. Construction, Transport, Waste Removal, Farming, Transport.</small>	
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CREDIT LIMIT REQUESTED.	\$, .00	Payment Terms	<i>office use only</i>
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TRADE REFERENCES				
Company Name	Contact Person	Telephone Number		

I/We warrant that we have read the Terms & Conditions and have the authority to sign this application on behalf of the Customer to enter into a legally enforceable contract.

Name	Name	Name
Title/Position	Title/Position	Title/Position
Signature	Signature	Signature
Date	Date	Date

TERMS AND CONDITIONS

The following terms and conditions will bind both **Eagle Fuels Pty Ltd (ABN 13 136 452 429) (Eagle Fuels)** and the **Customer**, the parties agree that all future dealings between them will be governed by these Terms and Conditions, unless otherwise expressly agreed to in writing.

1 Payment

- a) The Customer agrees to pay in full the invoice amount prior to or upon delivery, unless Eagle Fuels has agreed in writing to provide credit terms to the Customer.
- b) Where Eagle Fuels has provided the Customer with credit facilities or credit terms, Eagle Fuels must receive payment within these terms, where no terms are specified, then payment will be due 21 days from the end of the month in which the invoice was dated, an time shall be of the essence.
- c) The Customer shall pay to Eagle Fuels interest (subject to Clause 3) on any amount outstanding from the date the payment first fell due until payment has been made in full.

2 Price

The price for product(s) sold to the Customer will be determined by Eagle Fuels at the time of delivery.

3 Interest

Interest will be charged on any overdue moneys at a rate from time to time prescribed by the Penalty Interest Rate Act 1983, plus 2% calculated daily. The Customer agrees that the suspension or termination of this agreement in no way effects its obligation to pay the said interest.

4 Storage Handling and Safety

The Customer shall comply with all relevant local and national laws and regulations including environmental laws and regulations relating to the storage and handling of the product(s) and shall allow Eagle Fuels immediate access to the premises to determine the manner in which the Customer stores and handles the product(s).

5 Title and Risk

- a) Risk in the product(s) will pass from Eagle Fuels to the Customer upon delivery to the Customer, and the Customer agrees to comply with all State, Federal and Local laws regarding the safe handling and storage of product(s).
- b) Title and ownership in the product(s) will remain with Eagle Fuels and shall not pass to the Customer until payment in full of all monies owed by the Customer including any unpaid interest to Eagle Fuels, and the Customer hereby grants permission and access to Eagle Fuels, its employees and agents to enter upon land or premises where the product is in order to recover possession of the product(s).
- c) The Customer agrees to keep all product(s) unpaid for as bailee for Eagle Fuels until payment has been made in full including any interest that may be due.
- d) The Customer agrees that a certificate signed by an officer of Eagle Fuels identifying product(s) as unpaid for shall be conclusive evidence that the product(s) has not been paid for, and acknowledges that title and ownership remains with Eagle Fuels. These Terms and Conditions are not intended to create a charge, and will be interpreted as not to create a charge over the said product(s).
- e) All deliveries shall be deemed complete and risk of loss shall pass to buyer when the fuel has passed the flange connecting the delivery facilities provided by seller. Thereafter, seller shall in no event be responsible nor liable for any loss or damage.

6 Limitation of Liability

The Customer agrees that all terms, condition and warranties or undertaking whether express or implied, oral or written relating to the sale of product(s) are excluded including without limitation any warranties or merchantable quality or fitness for purpose, to the extent permitted by law.

7 Product Returns

Eagle Fuels reserves the right in its complete and absolute discretion to refuse to accept any returns whatsoever.

8 Supply and Delivery

- a) The Customer acknowledges and agrees that Eagle Fuels may for any reason be unable to provide product(s) as ordered and has no responsibility or duty to do so and will hold harmless Eagle Fuels in any such event.
- b) Eagle Fuels will endeavour to obtain a written acknowledgement of delivery from any manager, operator, employee, or person appearing to be in charge of the location or appearing to be acting on the Customer's behalf, such acknowledgment will be conclusive proof of delivery as to quantity and quality of the product(s) delivered.
- c) If at the time of delivery, the site is unattended or a written acknowledgement is not obtained, the Customer must notify Eagle Fuels of any quantity or quality discrepancy within 24 hours after such delivery, otherwise the product quantity and quality will be deemed to be as recorded by Eagle Fuels.

9 Jurisdiction

The parties agree that this agreement is made in the state of Victoria and the appropriate court of jurisdiction will be that of the nearest to Melbourne in the said state of Victoria.

10 Product Characteristics

The Customer acknowledges that the product(s) delivered are highly volatile, flammable, and/or dangerous, and that they must be properly handled and stored in accordance with all State, Federal and Local laws. The Customer further agrees that petroleum products are susceptible to evaporation, shrinkage and loss and that at the time of delivery a measurement of the product delivered will be made and the records of Eagle Fuels will be conclusive proof of delivery as to quality and quantity, aside that shrinkage, evaporation, contamination or loss may occur after delivery.

11 Taxes

All Federal, State and Territory Government duties, levies, imposts, fees and taxes including any proposed carbon tax (excluding income tax and capital gains tax), whether current or introduced during the term of this Agreement and which do not otherwise form part of the price for the product, will be charged to each applicable product and shall be payable by Customer immediately, unless an approved exemption (from the relevant duly authorised competent authority) is provided to Eagle Fuels at or before the time of ordering the product.

12 Severability

Should any provisions of these Terms and Conditions be found to be invalid or unenforceable, the validity and enforceability of all other provisions shall remain unaffected.

13 Enforcement Expenses

The Customer will pay to Eagle Fuels the costs and expenses incurred including solicitor client expenses in respect of any recovery action instituted against the Customer.

14 Privacy Act

The Customer agrees that Eagle Fuels may obtain a credit report containing personal credit information about the Customer's credit standing, credit history or credit worthiness, which Eagle Fuels as allowed to exchange under the Privacy Act. The Customer further agrees and consents to Eagle Fuels obtaining a credit report in relation to the collection of overdue payments, and that Eagle Fuels may after 60 days report to a credit reporting agency any of the Customer overdue payments, this consent also includes cheques which have been dishonoured twice that were drawn on the Customer bank account.

15 Commercial Transaction

The Customer warrants that the use of the product(s) supplied and sold are for commercial use only, or predominately for commercial use.

16 Charging

To secure payment of all monies which may become payable by the Customer to Eagle Fuels, the Customer hereby charges with the due payment of those monies all of the interest in real property both present and future and the customer consents to Eagle Fuels lodging a caveat, caveats or writs noting interest hereunder. The customer expressly consents to Eagle Fuels registering its interest in the property which is the subject of this application on the Personal Property Securities Register pursuant to the provisions of the Personal Property Securities Act 2009 (Cth).

17 Fees and Charges

Eagle Fuels may in its absolute discretion pass on to the Customer any fees and charges incurred in accepting the Customers payments, including any bank, institution or merchant fees or any other charges when processing credit card and electronic payments transactions.

18 Default

In the event the customer is in default under any one or more of the terms and conditions contained herein, including but not limited to failure to pay any outstanding amount, Eagle Fuels will be entitled to call up all balances not yet due and demand payment for all monies outstanding in its absolute discretion.

19 Assignment

Eagle Fuels may at any time, assign any of its rights or transfer by novation any of its rights and obligations under this agreement to any person or persons.

DEED OF GUARANTEE

NOW THIS AGREEMENT WITNESSETH:

The Guarantor hereby guarantees the payment to Eagle Fuels by the Customer of all the moneys owing to Eagle Fuels now or which hereafter during the continuance of this guarantee may become owing by the Customer on any account whatsoever.

Should the Customer default in the due and punctual payment to Eagle Fuels, the Guarantor shall forthwith pay to Eagle Fuels, the sum or sums owed by the Customer.

The guarantee shall be a continuing guarantee binding the Guarantor and shall remain in force until Eagle Fuels shall have received all moneys owed to it by the Guarantor.

In the event that any payment made by the Customer shall become void or voidable in whole or in part for any reason, the Guarantor shall continue to be liable to Eagle Fuels as if no such payment had been made.

Where the Customer is a company, the Guarantor's obligations under this guarantee shall not be deferred, postponed or weakened by reason of the appointment of a manager, receiver, administrator or liquidator to the Customer or by any proceedings to wind up the customer.

The Guarantor's obligations under this deed of guarantee shall not be prejudiced or weakened in the event the Customer offers its creditors, either formally or informal a compromise of the moneys owed to them.

The liability of the Guarantor shall not be prejudiced or affected by any indulgence, postponement or granting of time by Eagle Fuels to the Customer.

Eagle Fuels may in its absolute discretion, determine the order and time in which it will enforce the deed of guarantee and the order and time it will enforce its rights against any guarantor, if there is more than one.

A certificate signed by an officer of Eagle Fuels will be prima facie evidence of the Guarantor's indebtedness and obligations under this guarantee.

In this Deed of Guarantee unless the context requires the singular shall include the plural masculine shall include the feminine and visa and versa, and shall include reference to a corporation where required.

To secure payment of all monies which may become payable by the Customer to Eagle Fuels, the Customer hereby charges with the due payment of those monies all of the interest in real property both present and future and the customer consents to Eagle Fuels lodging a caveat, caveats or writs noting interest hereunder.

The Guarantor consent and agrees that Eagle Fuels may seek, obtain and exchange personal about the Guarantor with a credit reporting agency when assessing whether or not to accept the Guarantor as a Guarantor, and may also Give and exchange information with such a credit reporting agency in the enforcement of the terms of this Agreement.

IF THE CUSTOMER DOES NOT PAY, YOU AS GUARANTOR WILL BE REQUIRED TO PAY; WE RECOMMEND YOU SEEK INDEPENDENT PROFESSIONAL ADVICE BEFORE SIGNING THIS DEED OF GUARANTEE.

IN WITNESS WHEREOF:

the parties have executed the guarantee thisday of20.....

SIGNED SEALED AND DELIVERED by the said:

<p>Guarantor's Signature:</p> <p>..... Name:</p>	<p>Guarantor's Signature:</p> <p>..... Name:</p>	<p>Guarantor's Signature:</p> <p>..... Name:</p>
<p>..... Address</p>	<p>..... Address</p>	<p>..... Address</p>

Signature of Witness	Signature of Witness	Signature of Witness
Name of Witness	Name of Witness	Name of Witness
Address of Witness	Address of Witness	Address of Witness