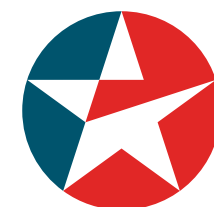


**I. & M. SIMPSON PTY LTD
FUEL CARD
TERMS AND CONDITIONS**

By using the Fuelcard the Customer Indicates acceptance of the Terms and Conditions as set out below.

1. INTERPRETATION. In these terms and conditions unless the context otherwise requires; 'Caltex' means the Caltex Oil (Australia) Pty Limited; 'Cardholder' - means the Customer and persons nominated and authorised by the Customer to use the Fuelcard; 'the Company' means **I. & M. Simpson & Son Pty Ltd A.C.N. 006 797 093 A.B.N. 39 006 797 093**; 'Customer' means the persons or entity which has been approved by the Company to use the Fuelcard Facility on these terms and conditions; 'Fuelcard' means an embossed plastic credit card with an encoded magnetic strip, issued by the Distributor for use at any Site within the Distributor's network of retail service station sites, in accordance with the terms of this Agreement; 'Merchant' means a person authorised by the Company to provide petroleum products, other goods or services to Cardholders upon production of a Fuelcard; 'Site' means any approved locations as advised by the Distributor from time to time; '-Statement' means a monthly Invoice to be issued by the Company to the Customer in respect of Fuelcard purchases made during that month; 'Transaction' means a transaction whereby Fuelcard is used by a Cardholder to purchase petroleum products, other goods or services as authorised by the Company from a Merchant, as evidenced by the one voucher or receipt.
2. THE FUEL CARD FACILITY: The Company agrees to provide the Customer a continuing credit account and Fuelcard (together known as the 'Fuelcard Facility') to enable the Customer and its Cardholders to purchase petroleum products and other goods or services as authorised by the Company at any Site.
3. USE OF THE FUEL CARD: The Fuelcard Facility may be used only within the period of validity indicated on the Fuelcard and no Transactions shall be made using the Fuelcard Facility after its cancellation or termination. The Cardholder shall ensure that the outstanding balance of the Fuelcard Facility does not exceed the credit limit authorised by the Company from time to time without the Company's written consent. In the event of any failure to comply with this condition, any account in excess of such limit is payable on demand.
4. CUSTOMER PURCHASES: The Cardholder may effect a purchase by the use of a Fuelcard in a manner as advised by the Company from time to time. Upon the completion of a Fuelcard Transaction the Cardholder will receive a receipt or voucher. It is the responsibility of the Customer to check that the details of the Transaction have been accurately recorded on the receipt or voucher. The receipt or voucher so issued shall be the only certification issued to the Customer in respect of the Fuelcard Transaction.
5. PRICE: The purchase price of petroleum products and all other goods and services purchased using a Fuelcard shall be as agreed between the Customer and the Company from time to time.
6. PAYMENT: The Company will issue Statements for Fuelcard purchases and other charges at the end of each calendar month (or at such other times as the Company notifies the Customer). The Statements shall specify the amounts owed to the Company as at the date indicated on the Statement together with any additional charges and fees applicable thereto. If the Customer has completed a direct debit authorisation in favour of the Company, the Customer will notify the Company and execute a new direct debit authorisation in favour of the Company if there are any variations to the details of the Customer's account as designated in the original direct debit authorisation. Payment in full of all moneys claimed in the Statement must be received by the Company within 14 (fourteen) days of the date of the Statement (or within such other time limit not exceeding thirty days as the Company stipulates in the Statement).
7. LATE PAYMENT: The Customer is in default if payment of any Invoice or Debt is not received by the due date and the Company may (without limitation) cancel the Fuelcard. Payments received by the Company shall be applied firstly in payment of any billed or unpaid charges, secondly in respect of all government duties and taxes, thirdly in respect of any direct or indirect enforcement expenses including legal costs and bank charges, and the remainder in respect of the outstanding closing balance, plus any accrued but unbilled charges. A payment will not be treated as made until the date on which the payment is unconditionally credited to the account of the Company.
8. ACCOUNT ENQUIRIES: The Customer may contact the Company, in a manner as advised by the Company, to inquire or to clarify details of any matter relating to any Statement the Customer receives.
9. GOVERNMENT TAXES AND FEES: The Company reserves the right to charge the Fuelcard Customer's account with any government duties, taxes or charges now or hereinafter imposed, whether arising out of the issue or use of the Fuelcard and whether or not the Customer is primarily liable for such duties, taxes or charges.
10. PROPERTY AND SECURITY: Fuelcard remains the property of the Company. Mutilated and disused cards are to be returned to the Company. The Customer will notify the Company by telephone and then in writing, as soon as possible (during business hours) if the Customer becomes aware of the loss, theft or the possibility of unauthorised use of the Fuelcard. Until the Company receives notice from the Customer, the Customer shall be liable for any unauthorised use of the Fuelcard.
11. CANCELLATION: The Company reserves the right to cancel any or all of the Fuelcards issued at any time with or without stating a reason for such a cancellation. In particular, but without limitation, the Company may cancel the Fuelcard if the Customer is in default of its payment obligations. If Fuelcards are cancelled, all amounts owing by the Customer to the Company from the use of the Fuelcard Facility shall be paid to the Company within seven days of notification of cancellation and the Customer shall immediately return the cancelled Fuelcards to the Company.
12. DISTRIBUTOR CARD UNAVAILABILITY OR ERROR: Where the Cardholder is unable to complete a Transaction using the Fuelcard or an error occurs the Company shall not be liable for any loss or damage thereby caused and the Company's responsibility shall be limited to the correction of any errors and the refund of any charges of fees imposed on the Customer that may result.
13. MERCHANTS: The Company shall not be liable for the refusal by any Merchant to allow purchases to be made or services obtained by use of the Fuelcard, whether it be at the direction of the Company 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 Fuelcard must be resolved initially with the Merchant concerned. The Customer shall not be entitled to withhold payment from the Company on account of such claim or dispute.
14. CHANGE OF ADDRESS: The Customer shall promptly notify the Company in writing of any change of address.
15. NOTICE: Any notice or document required to be served by the Company on the Customer may be duly served by sending such notice by post or by hand delivery to the last known address of the Customer and shall be deemed to have been received by the Customer two (2) days after posting by the Company or at the date of delivery if by hand.
16. FEES: A fee of \$5.50 (including GST) is payable for replacement cards. A monthly fee of \$3.20 (including GST) will be charged on each card.
17. VARIATION: The Company reserves the right to vary these terms and conditions of use at any time by prior notice in writing. The Company shall give to the Customer not less than 7 days written notice of any variation in the charges payable for the provision of credit under this Agreement or the method of calculation of those charges, prior to the changes taking effect.



I & M SIMPSON & SON PTY. LTD.

ACN 006 797 093 ABN 39 006 797 093

APPLICATION FOR CREDIT

Dear Customer,

To enable your Application for credit to be processed quickly, please complete the details on the following pages in full and forward to:

**I & M Simpson & Son Pty Ltd
25 Aitken Street
PO Box 205
Alexandra 3714**

**SHOULD YOU HAVE ANY QUESTIONS REGARDING YOUR APPLICATION,
PLEASE TELEPHONE (03) 5772 1205 or fax (03) 5772 2574**

This Application Form is a legal document which should be understood and accepted by applicants when signing.

TERMS & CONDITIONS

The complete I & M Simpson & Son P/L Terms and Conditions are printed on the back page of this Application form. Please be sure you are familiar with them.

ACCEPTANCE OF TERMS & CONDITIONS

The complete Fuelcard

- 1) In consideration of the acceptance of this application, I/we agree to be bound by the Terms and Conditions contained in this application form (and as updated and notified from time to time).
- 2) The applicant hereby agrees to abide by **I & M Simpson & Son Pty Ltd A.C.N. 006 797 093 ABN 39 006 797 093 ("Simpsons")** terms of strictly 14 days. It is further agreed that in the event of full payment not being made by the customer to I & M Simpson & Son P/L and the signatory agree: (a) To pay all legal and/or collection charges incurred in recovery of any overdue amount and to pay compound interest at bank overdraft rates on all overdue amounts calculated monthly from due date. All goods remain the property of **Simpsons** until all goods have been fully paid and I/we further agree that **Simpsons** may give to and receive from other credit providers information in relation to my/our credit worthiness and credit history.
- 3) I/we agree, in accordance with the provisions of paragraphs (b), (e) and (h) of S. 18 K (1) and or S. 18 L (4) of the *Commonwealth Privacy Act 1988* that disclosure by a credit reporting agency and/or use by **Simpsons** of the relevant information referred to in those sections may occur for the purpose of assessing this application.
- 4) I/we warrant that the information given in this application is correct and true and I/we have the authority to sign this application for and on behalf of the business described in Account details.

Dated this.....day of.....20.....

Full NameSignature.....Position

.....Signature.....Position

.....Signature.....Position

I & M SIMPSON & SON PTY. LTD.

ACN 006 797 093 ABN 39 006 797 093

APPLICATION FORM

Applicants Name.....

ACN.....ABN.....

Registered Business Name

Address

Town.....State.....Postcode

Postal address (if applicable)

Telephone B/H Facsimile.....

Telephone Private..... Mobile

Email

- SOLE TRADER
 PRIVATE COMPANY
 GOVT. INSTRUMENTALITY
 TRUST COMPANY
(Please attach copy of stamped Trust Deed)
- PARTNERSHIP
 PUBLIC COMPANY
 JOINT VENTURE
 OTHER (PLEASE STATE)

Date Business Commenced...../...../.....

Parent Company or Organisation (if applicable).....

Occupation.....

Estimated value of total fuel purchases per month \$.....

BUSINESS OR TRADE REFERENCES

Please note: No bank/finance company or utilities references please.

FULL NAME	ADDRESS	TELEPHONE & FAX
1.....
2.....
3.....

Current Fuel Supplier.....

Estimated Monthly Purchases (litres)

FUEL CARD OPTIONS

CUSTOMER NAME	REGISTRATION NO.	ALL PRODUCTS	FUEL ONLY
1.....
2.....
3.....
4.....

GUARANTEE

To: I & M SIMPSON & SON Pty Ltd ACN 006 797 093 ABN 39 006 797 093

In consideration of your having at our request agreed to supply

..... of

..... with certain goods, materials and/or services on credit:

I/We the undersigned Company Partnership Individual agree with you as follows:

- To Guarantee to you and to be otherwise answerable and responsible to you for the due payment by the Company for all goods, materials and services so supplied by you to the Company on credit, as aforesaid.
- This Guarantee is a continuing guarantee and shall extend and apply to any goods, materials and/or services rendered (or as applicable), that shall be supplied by you to the Company, its Agents, Nominees or Successors at law, and it is agreed that my/our liability under this Guarantee is joint, several and irrevocable.
- You shall be at liberty without discharging me/us from liability hereunder to grant time or other indulgence to the Company in respect of goods, materials and/or services supplied by you to it as aforesaid and to accept payment from the Company in cash or by means of negotiable instruments and to treat the Company in all respects as though I/we were jointly liable with it as debtors to you, instead merely of being sureties for the Company.
- That in order to give full effect to this Guarantee, should the Company fail or neglect to pay your lawful demand within 14 days, we declare that you shall be at liberty to proceed against me/us directly for all debts and legal costs as Guarantors as though I/we are principal debtor(s) and I/we hereby waive any of our rights as sureties which may at any time be inconsistent with the provisions of this my/our Guarantee.
- That the guarantors agree and give Simpsons an equitable charge over individual and all their assets and chattels in respect of any outstanding debt.

Director/Owners	Witness
Full Name	Full Name
Title.....	Title.....
Signed	Signed
Date	Date
Director/Owners	Witness
Full Name	Full Name
Title.....	Title.....
Signed	Signed
Date	Date

OFFICE USE ONLY

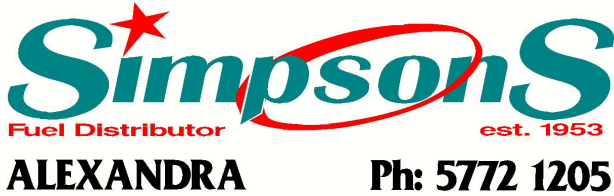
References Checked By

Amount And Terms Granted

Limit Of Credit \$..... Days

Customer..... Approved.....

DIRECT DEBIT REQUEST



I & M Simpson & Son P/L
PO Box 205, Alexandra, Vic 3714
Contact: Janene Simpson
Phone: 03 57721205

Request and Authority to debit the account named below to pay I & M Simpson & Son Pty Ltd

Request and Authority to debit

Your Surname or company name _____

Your Given names or ABN /ARBN _____ "You"

request and authorise **I & M Simpson & Son Pty Ltd & user id 507748** to arrange, through its own financial institution, a debit to Your nominated account any amount **I & M Simpson & Son Pty Ltd** , has deemed payable by You.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from Your account held at the financial institution You have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which account is held

Financial institution name _____

Address _____

Insert details of account to be Debited

Name/s on account _____

BSB number (Must be 6 Digits) ____ - ____

Account number _____

Acknowledgment

By signing and/or providing us with a valid instruction in respect to Your Direct Debit Request, You have understood and agreed to the terms and conditions governing the debit arrangements between You and **I & M Simpson & Son Pty Ltd** as set out in this Request and in Your Direct Debit Request Service Agreement

Insert Your signature and address

Signature _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address _____

Date ____ / ____ / ____

Second account signatory

(if required)

Signature _____

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address _____

Date ____ / ____ / ____

DIRECT DEBIT REQUEST SERVICE AGREEMENT



I & M Simpson & Son P/L
PO Box 205, Alexandra Vic 3714
Contact: Janene Simpson
Phone: 03 57721205

This is Your Direct Debit Service Agreement with **I & M Simpson & Son Pty Ltd & ABN 39006797093**. It explains what Your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to You as Your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation.

Definitions

account means the account held at Your financial institution from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between You and us.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by You to us is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between us and You.

us or **we** means **I & M Simpson & Son Pty Ltd**, (the Debit User) You have authorised by requesting a Direct Debit Request.

You means the customer who has signed or authorised by other means the Direct Debit Request.

Your financial institution means the financial institution nominated by You on the DDR at which the account is maintained.

1. Debiting Your account

1.1 By signing a Direct Debit Request or by providing us with a valid instruction, You have authorised us to arrange for funds to be debited from Your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and You.

1.2 We will only arrange for funds to be debited from Your account as authorised in the Direct Debit Request.

Or

We will only arrange for funds to be debited from Your account if we have sent to the address nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by You to us and when it is due.

1.3 If the debit day falls on a day that is not a banking day, we may direct Your financial institution to debit Your account on the following banking day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution.

2. Amendments by us

2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days written notice.

3. Amendments by You

You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least **14** days notification by writing to:

Janene Simpson, PO Box 205, Alexandra, Vic 3714
admin@simpsonsfuel.com.au

Or

by telephoning us on **03 57721205** during business hours;

or

arranging it through Your own financial institution, which is required to act promptly on Your instructions.

*Note: in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising us **I & M Simpson & Son Pty Ltd** of Your new account details.

4. Your obligations

- 4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in Your account to meet a debit payment:
 - (a) You may be charged a fee and/or interest by Your financial institution;
 - (b) You may also incur fees or charges imposed or incurred by us; and
 - (c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in Your account by an agreed time so that we can process the debit payment.
- 4.3 You should check Your account statement to verify that the amounts debited from Your account are correct

5 Dispute

- 5.1 If You believe that there has been an error in debiting Your account, You should notify us directly on **03 57721205** and confirm that notice in writing with us as soon as possible so that we can resolve Your query more quickly. Alternatively You can take it up directly with Your financial institution.
- 5.2 If we conclude as a result of our investigations that Your account has been incorrectly debited we will respond to Your query by arranging for Your financial institution to adjust Your account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that Your account has not been incorrectly debited we will respond to Your query by providing You with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- (a) with Your financial institution whether direct debiting is available from Your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) Your account details which You have provided to us are correct by checking them against a recent account statement; and
- (c) with Your financial institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

7. Confidentiality

- 7.1 We will keep any information (including Your account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about You:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

- 8.1 If You wish to notify us in writing about anything relating to this agreement, You should write to **I & M Simpson & Son Pty Ltd & contact details**
 - 8.2 We will notify You by sending a notice in the ordinary post to the address You have given us in the Direct Debit Request.
 - 8.3 Any notice will be deemed to have been received on the third banking day after posting.
-