

## BUSINESS ACCOUNT CARD TERMS AND CONDITIONS OF USE

### Application of terms and conditions, definitions and interpretation

These terms and conditions govern the use and operation of your Business Account and any and all Cards issued, and are an addendum to your Business Account's Terms and Conditions of Trade. Before using a Card or authorising the use of any Card you should read these terms and conditions carefully. If you do not understand any of these terms and conditions please speak to our staff by telephoning the number above. Please ensure you retain a copy of these terms and conditions for future reference. Should you prefer to not accept these terms and conditions you must immediately cut each Card in half and promptly return it to us and not use your Business Account in any way.

In these terms and conditions, the following definitions and rules of interpretation apply unless the context requires otherwise:

Account means the Business Account opened by us in your name;

Accountholder means the person in whose name the Account is maintained;

Additional Card means a Card issued at your request and at our discretion to a person other than you;

Application means the original, and any subsequent, application made by an applicant to open the Account;

Authorised Person means a person that has signed the Application form or an acknowledgment or guarantee in the same form in relation to the Account; Balance means the total amount shown on the Statement to be due by you and includes a reference in the Statement to the "Amount Due";

Business Day means a weekday that is not a public holiday or bank holiday in Brisbane;

Card means each "Freedom Fuels Fuel Card", additional card, replacement card or other card as we may determine from time to time that is issued by us for use in relation to your Account (a card may or may not bear the name of the Cardholder and may be with or without a signature panel);

Cardholder means you and any person authorised by you from time to time to use a Card;

Expenditure Balance means, at any time, the total of all amounts that have been charged to your Account but which have not been paid;

Expenditure Limit means the amount notified by us to you from time to time in accordance with clause 8 as being the maximum allowable Expenditure Balance of the Account;

Nominated Vehicle means, in relation to a Card, the vehicle (if any) specified on that Card;

Notification Event means if:

- you cease, suspend or threaten to cease or suspend the conduct of all or a substantial part of your business or dispose of or threaten to dispose of a substantial part of your assets;
- an administrator is appointed over you or any of your assets or an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for you to enter into an arrangement, compromise or composition with or assignment for the benefit of your creditors or a class of them;
- you are an individual, you appoint a trustee pursuant to the Bankruptcy Act or a petition for your bankruptcy is issued (except where the petition is no longer in force); or
- if you are a company, an application or order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court is made or other steps are taken for your winding up, deregistration, dissolution or administration or for the appointment of a receiver or receiver and manager over any of your assets;

Statement means a statement or tax invoice issued by us pursuant to clause 11; we, our, us means Freedom Fuels Australia Pty Ltd ABN 49 093 244 761 and their respective successors and assigns; and

you and your means the Accountholder.

Headings are for convenience only and do not affect interpretation. The singular includes the plural and conversely.

A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

### 1. Opening of Account, issue of Cards, and charging of amounts

If we accept your Application for a Business Account we will open an Account in your name. If you are a corporation or partnership the Account will be opened in the name of that corporation or partnership. If you are a corporation, you will ensure that each director (as that term is defined in the Corporations Act 2001) at any time is an Authorised Person. Upon opening the Account we will, at our discretion, issue the Cards you applied for. If you ask us to we will, at our discretion, issue Additional Cards from time to time. Any amount payable under these terms and conditions will be charged to your Account and recorded in a Statement.

### 2. Acceptance and application of terms and conditions

The first use or attempted use of a Card, whether by a Cardholder or any other person, will be taken as your agreement to accept and comply with these terms and conditions. If there is more than one Accountholder, these terms and conditions will apply to each of you collectively and individually and you will each be jointly and severally liable under them. If the Accountholder is a partnership, each partner in the partnership will be jointly and severally liable under these terms and conditions. You recognize and acknowledge that the Card is a charge card and not a credit card and is issued subject to the fees as set out in, or contemplated by, these terms and conditions and your Business Account's Terms and Conditions of Trade.

### 3. Permitted use of Cards

A Card:

- may only be used by the Cardholder and, where there is a Nominated Vehicle, may only be used in respect of that Nominated Vehicle;
- may only be used to purchase goods or services from us as specified on the Card and within any limitations or markings designated on the Card (i.e. listed vehicle registration only);
- may not be used outside the validity period shown on it; and
- may not be used if it or the Account has been cancelled or suspended, the Card has been cancelled or the Account has been closed pursuant to these terms and conditions.

Neither the Card nor the Account may be used for an unlawful purpose. You must not allow anyone other than a Cardholder to use the Card or the Account. A Cardholder must not use the Card if you do not honestly expect to be in a position to pay the Balance in full when due or if a Notification Event occurs. You acknowledge and agree that we have the right to refuse authorisation for any transaction without cause or prior notice and that we shall not be liable to you, a Cardholder or anyone else for loss or damage resulting from such refusal.

### 4. Ownership and return of Cards

Each Card remains our property and must not be altered or defaced. A Card is not transferable. If, for any reason, we cancel a Card or ask you to return a Card you must immediately cut the Card in half and promptly return it to us. If you no longer need a Card or a Cardholder leaves your employment or ceases to be authorised to use a Card, you must immediately cut the Card in half and promptly return it to us. If any Card is not cut in half and returned to us as required by these terms and conditions you are liable for, and must indemnify us on demand in respect of, any subsequent use of the Card by any person.

### 5. Securing Cards

You are responsible for keeping all Cards safe and for ensuring they are used only in accordance with these terms and conditions and only for authorised transactions. You must use your best endeavors to secure the return to us of any Card that has been lost or stolen.

### 6. Liability for amounts in respect of a Card

You are liable to pay all amounts charged to your Account pursuant to these terms and conditions.

Except as set out in clause 7 of these terms and conditions, we may charge to your Account the amount of any transaction entered into by any person using a Card, even if:

- the Card is used in a way that is not permitted under these terms and conditions;
- you have withdrawn the authorisation of the Cardholder to use the Card;
- the Card is used by a person other than the Cardholder; or
- the Card, or any other Card, has been cancelled.

You acknowledge that you are liable for all charges incurred by the Cardholder arising from, or in relation to, the use of any Card issued at your direction. You also acknowledge that whenever a Card is used you are deemed to have unconditionally authorised us to pay to us the amount due for all goods and services sold or supplied by us to the person using the Card. We may also charge to your Account any fees, charges or other amounts payable to us by you pursuant to the terms of this Agreement.

### 7. Liability for lost or stolen Cards and unauthorised transactions

You must immediately notify us by phone or in writing as soon as you or any Cardholder believes that a Card has been lost or stolen or used for an unauthorised transaction or if a renewal Card has not been received when due. In order for notification by phone to constitute a valid notice under these terms and conditions, you must note and keep a record of the time, date and person you spoke to and promptly confirm your notice to us in writing by courier or registered post.

If you have validly notified us in accordance with these terms and conditions that you believe a Card has been lost or stolen or used for an unauthorised transaction or a renewal Card has not been received:

- if that Card bears the name of the Cardholder and has a signature verification panel that has been signed by the Cardholder, the

maximum total amount you will have to pay for any unauthorised transaction using the Card that is entered into at any time after the date we first receive your notification will be \$100; and

- in any other case, including if the Card bears the name of the Cardholder but does not have a signature verification panel or has a signature verification panel that has not been signed by the Cardholder, you will not have to pay for any unauthorised transaction using the Card entered into at any time after the period ending 30 days after the date we first receive your notification. Notwithstanding the remainder of this clause, if you or a Cardholder are involved in, or have benefited, directly or indirectly, from, the loss, theft or misuse of the Card, the unauthorised transaction or the non-receipt of the renewal Card, your obligation to pay amounts charged to the Account will not be affected or limited by this clause 7.

#### 8. Expenditure Limit on Account

We will notify you of the Expenditure Limit (inclusive of GST) at the time you open the Account. We may vary the Expenditure Limit at any time by notice to you in writing. This variation will take effect at the time specified in the notice. The Expenditure Limit will also be set out on each Statement. You must ensure that the Expenditure Balance at any time does not exceed the Expenditure Limit. If it does you must immediately pay to us the amount that exceeds the Expenditure Limit. We will also charge to your Account an overlimit fee of \$15.00 for each month (or part thereof) that the Expenditure Balance exceeds the Expenditure Limit.

#### 9. Use and Non-acceptance of Cards

Your Card can only be used at Freedom Fuels Australia Pty Ltd wholly owned and operated retail service station sites (including any sites operated by a Freedom Fuel's Australia Pty Ltd Petrol & Convenience Agency). For a list of relevant sites please go to [www.freedomfuels.com.au](http://www.freedomfuels.com.au). We will not be liable for any non-acceptance of a card at any retail service station site which is not wholly owned and operated by Freedom Fuels Australia Pty Ltd.

#### 10. Responsibility for Goods and Services Supplied

Please refer to your Business Account's Terms and Conditions of Trade as issued with your Account application and as may be updated from time to time for full conditions connected to our supply of goods and services.

#### 11. Statements

We will send a Statement to you as soon as practicable after the end of each monthly billing period (as determined by us) if:

- any amount has been charged or credited to your Account since the date your Account was opened or the date of your previous Statement; or
- there is any amount outstanding on your Account. The Statement will show the total amount payable by you to us (this is the Balance or the "Amount Due" shown on the Statement) for the billing period and when payment must be received in order to avoid the charging of a Late Payment Charge. You will be deemed to have received each Statement upon the earlier of its actual receipt by you or the time set out in clause 22.

#### 12. Paying your Account

You must pay to us the Balance shown in a Statement immediately upon receipt of that Statement. We may also, at any time, demand immediate payment of any charge made to the Account by sending a written demand to you. If we do this, the amount demanded becomes immediately due for payment. You must pay amounts to us by direct debit or, if we have consented otherwise, by direct credit, cheque or money order payable to us via our Head Office located at 5/16 Theodore Street, Eagle Farm Qld 4009. We do not accept cash or other payments at our retail service station sites. Payments made after 4pm (Brisbane time) on a Business Day or on a day that is not a Business Day will be treated as if made on the following Business Day. All payments must be made in Australian dollars. If we allow a payment to be made in a currency other than Australian dollars, we will convert that payment into Australian Dollars at a rate determined by us on the date of processing that payment. If you make a payment and we (acting reasonably) cannot identify the Account to which the payment relates, we will not be responsible for the payment not being credited to your Account. We may, at our discretion, accept late or part payments or a payment described as being in full or in settlement of a dispute. Our agreement to do so does not constitute a waiver of any of our rights under these terms and conditions or at law and does not mean we agree to a variation to these terms and conditions. We accept no responsibility in respect of payments sent to us by post or payments made to other persons for transmission to us. All payments are at your risk until received by us. If we receive a cheque, draft or other payment instrument from you or from another person on your behalf which is not honoured in full for any reason, you are liable to pay us the dishonoured payment bank fee/s, the dishonoured amount, our dishonor administration fee of \$50.00 plus our reasonable collection costs and legal fees. Similarly, if you have arranged to pay us through a direct debit facility of any kind with any financial institution and our debit to your account with that financial institution is not permitted, authorized or honored in full for any reason, you agree to pay us the dishonoured payment fee, the dishonoured amount plus our reasonable collection costs and legal fees.

#### 13. Late Payment Charge

If you do not pay the Balance by the time specified in a Statement or an amount charged to your Account when demanded by us (the "due date") you are in default and we may charge to your Account a "Late Payment Charge". The Late Payment Charge will comprise a default charge and an administration fee. The default charge will be charged to your Account at the rate of 2% higher than the rate for the time being charged by the Westpac Banking Corporation on unsecured overdrafts in excess of \$100,000- AUD (the "default rate") on the overdue amount (or any part thereof) that remains unpaid on the due date for that amount and at the time specified for payment in each Statement issued after the due date until the earlier of:

- the date that payment of the overdue amount is received by us in full; and
- the date that we close your Account in accordance with clause 18;

The administration fee is \$15.00 and will be charged to your Account each time a default charge is charged to your Account.

We may vary the default charge and the administration fee at any time in accordance with clause 20. Any reference in this clause to "overdue amount" includes any Late Payment Charge that has been charged to your Account and remains unpaid.

#### 14. Fees

All fees and charges payable under or in connection with these terms and conditions are quoted inclusive of GST (where applicable) and may be subject to change (per clause 20).

#### 15. Other Fees and Charges

In addition to the fees and charges that you must pay to us under the other provisions of these terms and conditions, you agree to pay us the fees and charges below along with such other fees and charges as we determine and notify to you and we may charge to your Account those amounts:

- administration fees in respect of:
- the provision of copies of documents relating to the Account (including previous Statements and sales vouchers) up to an amount of \$10.00 for each standard statement or voucher and \$20.00 for each special or non-standard statement or voucher;
- issuing of Card/s including any new, additional or replacement cards up to an amount of \$5.00 for each Card;
- reconciliation of accounts up to the rate of \$50.00 per hour for the time that it takes us to reconcile your accounts;
- refunds on your Account up to the rate of \$50.00 per hour for the time that it takes us to process the refund on your Account; and
- late or partial Account payments up to the rate of \$50.00 per hour for the time that it takes us to process the late or partial payment;
- dishonoured payment administration fee up to an amount of \$50.00 for any dishonoured payment;
- enforcement expenses if you breach these terms and conditions. These expenses may include legal or other collection costs and any charges or disbursements incurred or payable by us arising from a failure by you to pay an amount on the due date; and
- In the event of us referring your Account to a mercantile or debt collection agent or solicitors for collection of overdue amounts, an administration fee of \$50 may be charged to your Account for the costs incurred by us in making the referral.

In addition, you will be liable for any amounts which we are able to pay the mercantile or debt collection agent and solicitors in connection with your Account and these amounts will be charged to your Account.

We may charge to your Account, in addition to any other amount payable under these terms and conditions, the amount of any government duties, taxes (including goods and services tax) and charges now or in the future charged or payable in relation to or in connection with:

- your Account;
- any guarantee in relation to your Account;
- any amount payable under these terms and conditions;
- any transaction entered into in relation to a Card or using a Card; or
- the supply of anything (including any goods or services) under these terms and conditions or in connection with your Account, whether or not you are principally liable for the duties, taxes or charges. We may vary all fees and charges at anytime in accordance with clause 20.

#### 16. Refunds

We will only credit your Account with a refund in respect of any amount charged to your Account in respect of a transaction if we deem that is acceptable to us.

#### 17. Application of Payments

Any amount we receive from you will be applied in any order we choose to amounts charged to your Account or any other Account that you have with us that are outstanding.

## 18 Cancellation of Cards and closure of Account

Notwithstanding any other provision in these terms and conditions, we may cancel any Card at any time at our discretion without providing you or the Cardholder with notice. We will also cancel a Card if you or the relevant Cardholder asks us to or if you or the relevant Cardholder notifies us under clause 7 of these terms and conditions. If you ask us to close your Account, or we decide to close it (see below), we may cancel all Cards immediately without notice to you or the Cardholder. Any Card that is cancelled must not be used and you must immediately cut it in half and promptly return it to us. Subject to clause 7, cancellation of a Card does not affect or limit your obligations under these terms and conditions, including your obligation to pay amounts charged to your Account whether in respect of transactions on your Account using the cancelled Card (before or after it is cancelled) or otherwise. Your Account will be closed if:

- you ask us in writing to close it or if we decide, in our discretion, to close it;
- you have cut in half and returned to us all Cards which may be used to access the Account or, where not all Cards are so returned, explained to our satisfaction why the outstanding Cards cannot be returned; and
- all amounts outstanding on the Account have been paid in full.

Closure of the Account does not affect or limit your obligations under these terms and conditions.

## 19. Suspension

We can suspend the Account or a Card at any time without notice:

- if you are in default under these terms and conditions (including, without limitation, in default of any payment obligation) or your Business Account's Terms and Conditions of Trade;
- if we suspect that a Card or the Account has been used fraudulently by you or a third party; or
- to prevent loss to you and/or us.

If we do this then you and each Cardholder must not use the relevant Card or the Account until such time as we advise you that the Account or the relevant Card has been reactivated or reinstated. The suspension of the Account or a Card does not otherwise affect or limit your obligations under these terms and conditions.

## 20. Variation

We may vary these terms and conditions in our discretion in any way (including varying a fee or charge or imposing a new fee or charge) at any time by giving you not less than 14 days' written notice of the variation.

## 21. Certificate

A certificate signed by one of our authorised officers concerning an amount charged to your Account or payable by you under your Business Account's Terms and Conditions of Trade or concerning any other matter in connection with your Account or these terms and conditions will, in the absence of manifest error, be conclusive evidence of the amount charged or payable or of the other matter.

## 22. Notices

Subject to these terms and conditions, any notice, demand or other communication given or made under these terms and conditions must be:

- in writing;
- if given or made by us, signed by one of our authorised officers;
- if given or made by you, signed by you or (if you are a body corporate) one of your authorised officers; and
- delivered to the intended recipient by prepaid post, hand or fax to the address or fax number notified to us and will be taken to have been given or made:
  - in the case of delivery by post, three Business Days after the date of posting;
  - in the case of delivery by hand, when delivered; and
  - in the case of delivery by fax, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error.

Any notice received, or taken to be received, on a day that is not a Business Day or after 4pm (Brisbane time) on a Business Day is taken to be received at 9am (Brisbane time) on the following Business Day. Any notice, demand or other communication may also be given or made in accordance with any method, procedure or requirement permitted under any applicable law. For the purpose of providing notice, our contact details are (unless we otherwise notify you):

Freedom Fuels Australia Pty Ltd - Corporate Services  
PO Box 161  
Hamilton Central Qld 4007  
Fax: (07) 3268 6477  
Phone: 1300 667 202

For the purpose of providing notice, your contact details are (unless you otherwise notify us in accordance with clause 23) the details provided in your Application for the Account.

## 23. Change of Details

You must notify us:

- promptly of, and in any event no later than 14 days after, any change in your name or address;
- promptly of, and in any event no later than 14 days after, any change in the name of a Cardholder whose name appears on a Card; and
- immediately upon the occurrence of a Notification Event.

If we ask you to provide us with the name and address of any person authorised by you to use a Card you must do so immediately and, in any event, within three days after we ask you.

## 24. Dispute Resolution

If you disagree with any amount charged to the Account, please contact us as soon as possible on 1300 667 202. You must provide us with written confirmation of your claim and any supporting evidence upon request. Nothing in this clause 24 entitles you to withhold payment from us in respect of the amount in dispute.

## 25. Miscellaneous

The laws of Queensland govern these terms and conditions. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these terms and conditions. You may not assign or transfer any of your rights or obligations under these terms and conditions or in respect of your Account without our prior written consent. We may at any time in our discretion without your consent assign or transfer to any person any of our rights or obligations under these terms and conditions or in respect of your Account. Time will be of the essence under these terms and conditions.

No failure to exercise, nor any delay in exercising, any right, power or remedy by us operates as a waiver. A single or partial exercise by us of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

A waiver is not valid or binding on us unless in writing. Our rights, powers and remedies under these terms and conditions are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or by any other agreement or instrument.

Any provision of, or the application of any provision of, these terms and conditions which is:

- prohibited in a jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition; and
- void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction and may be severed without affecting the enforceability of the other provisions in these terms and conditions.