



COMMERCIAL CREDIT APPLICATION

This Credit Application is subject to the Standard Terms and Conditions of Sale of Freedom Fuels Australia Pty Ltd and Trinity Petroleum Services Pty Ltd (referred to as the Seller). Terms and conditions are available via the below websites.

Please indicate the entity with which you wish to establish a credit account by ticking ONE option below:

☐ Freedom Fuels Australia Pty Ltd (ABN 49 093 244 761). Visit www.freedomfuels.com.au/terms-and-conditions for Terms and Conditions. Please return completed form by email to csc@freedomfuels.com.au. If you have any questions, please call 1300 667 202.

☐ Trinity Petroleum Services Pty Ltd (ABN 52 010 708 102). Visit www.trinitypet.com.au/terms-and-conditions for Terms and Conditions. Please return completed form by email to accountsreceivable@trinitypet.com.au. If you have any questions, please call 07 4050 5600.

1. CUSTOMER DETAILS

Please tick the account types you are applying for:

☐ Bulk Fuel ☐ End Users ☐ Reseller ☐ Fuel Card

Entity Type: ☐ Sole Trader ☐ Company ☐ Partnership ☐ Government ☐ Trust

ABN: ACN:

Legal Entity / Trustee Name: Trading Name:

Name of Trust: Type of Business:

2. ACCOUNT CONTACT DETAILS

Orders

Name: Phone: Mobile: Email:

Accounts Payable

Name: Phone: Mobile: Email:

Business Street Address

Street: Suburb: State: Postcode:

Business Postal Address (Leave blank if same as Street Address)

Street: Suburb: State: Postcode:

Business Delivery Address (Leave blank if same as Street Address)

Street: Suburb: State: Postcode:

If you require deliveries to more than one address, please provide a list with your application.

3. REQUESTED TRADING TERMS

Estimated Monthly Purchase Amount (\$)	Payment Terms	Payment Method

This information helps us assess your credit requirements in conjunction with your requested payment terms to determine an appropriate credit limit.

Special conditions relating to the Credit Application

4. SECURITY, GUARANTEE, AND INDEMNITY

WARNING: You should seek independent legal and financial advice before signing this document. By signing this Guarantee and Indemnity you may become personally responsible instead of, or as well as, the Customer.

1. For the purpose of this Guarantee and Indemnity:
 - a. Agreement means this Credit Application, the Terms and any agreement between the Buyer and the Seller;
 - b. Buyer means the person, entity or organisation named under the heading "Applicant/Buyer Details" in the Credit Application and includes the Buyer's successors and assigns, any guarantors of the Buyer and, if more than one person, each shall be jointly and severally liable; and
 - c. Terms means the Seller's Standard Terms and Conditions of Sale.
2. In consideration of the Seller agreeing to supply credit and to trade with the Buyer, I/We, the person(s) named below as Guarantors, jointly and severally, guarantee:
 - a. due and punctual payment of all monies owing to the Seller by the Buyer;
 - b. due performance and observance of the terms and conditions of the Agreement; and
 - c. to indemnify and keep indemnified the Seller against any and all loss and/or damage arising out of, or in connection with, the Buyer's contravention of the terms and conditions of the Agreement and/or any failure by the Buyer to duly pay monies owing to the Seller.
3. This Guarantee and Indemnity will be a principal obligation of the Guarantor/s.
4. There is no obligation on the Seller to make demand upon or proceed against the Buyer before making demand upon and proceeding against the Guarantor/s.
5. Both my/our Guarantee and Indemnity are continuing security and my/our liability shall not be voided, abrogated, prejudiced, or affected by:
 - a. any variation to the Agreement, whether immaterial or material not with-standing the variation may have been without the Guarantor's consent;
6. In order to secure the payment of all monies for which the Guarantor may become liable under this Guarantee and Indemnity, the Guarantor hereby charges, as beneficial owner, all of the Guarantor's legal and equitable interest in any real or personal property that the Guarantor presently owns or which they may acquire in the future.

The Guarantor consents to the lodgement of a caveat over any real property it owns by the Seller so as to note the Seller's proprietary interest.

The Guarantor further consents to the Seller registering a security interest over the Guarantor's personal property pursuant to the PPSA to note the Seller's interest and the Guarantor waives any entitlement to notice that it might otherwise be entitled to receive under the PPSA. Immediately upon demand by the Seller, or its agent, the Guarantor will execute and deliver to the Seller any mortgage in registrable form or consent to caveat or such other instrument of security as the Seller may require. In the event that the Guarantor fails to deliver any such requested instrument or security, the Guarantor hereby appoints the Seller as its lawful attorney for the purpose of executing and negotiating such instruments.

Guarantor 1

Name Middle Name Surname

Date of Birth Street Address

Email Phone Mobile Drivers Licence
Please attach a copy

Signature Date

Witness Full Name Witness Signature Date

Guarantor 2

Name Middle Name Surname

Date of Birth Street Address

Email Phone Mobile Drivers Licence
Please attach a copy

Signature Date

Witness Full Name Witness Signature Date

Guarantor 3

Name Middle Name Surname

Date of Birth Street Address

Email Phone Mobile Drivers Licence
Please attach a copy

Signature Date

Witness Full Name Witness Signature Date

Please contact us should you need more than three guarantors to sign.

5. ACCEPTANCE OF TERMS

You should not sign this declaration unless the credit account is for commercial purposes only.
By signing this declaration, you may lose your protection under the National Credit Code.

By signing this Credit Application, the undersigned acknowledges, accepts, and agrees that:

1. they accept and agree to the Terms;
2. they have authority to sign this Credit Application and enter into the Agreement on behalf of the Buyer;
3. they accept and agree to the Guarantee and Indemnity above in their personal capacity as guarantor for the obligations of the Buyer under the Credit Application, the Agreement and the Terms.
4. the understand that the Seller collects their personal information so it can assess your Application and register security interests under the Personal Property Securities Act (PPSA); and
5. they also consent to their personal information being disclosed on the Personal Property Security Register for the purpose of registering any security interests under the PPSA.

Company and Corporate Trustees (Please Sign Here)

Director / Trustee 1

Name Middle Name Surname
Date of Birth Street Address
Email Phone Mobile Drivers Licence
Please attach a copy
Signature Date

Director / Trustee 2

Name Middle Name Surname
Date of Birth Street Address
Email Phone Mobile Drivers Licence
Please attach a copy
Signature Date

Director / Trustee 3

Name Middle Name Surname
Date of Birth Street Address
Email Phone Mobile Drivers Licence
Please attach a copy
Signature Date

Please contact us should you need more than three Directors / Trustees to sign.

Sole Trader, Partnership, & Non-Corporate Trustee (Please sign here)

Signatory 1

Name Middle Name Surname
Date of Birth Street Address
Email Phone Mobile Drivers Licence
Please attach a copy
Signature Date

Signatory 2

Name Middle Name Surname
Date of Birth Street Address
Email Phone Mobile Drivers Licence
Please attach a copy
Signature Date

6. CREDIT APPLICATION – DIRECT DEBIT AUTHORITY & SERVICE AGREEMENT

I/We (Fullname / Buyer legal entity)

Address

Hereby authorise and request the Seller, until further written notice is given, to either:

- debit from my/our nominated Financial Institution Account or charge my/our nominated credit card;
- any amount which may be due and payable via direct debit pursuant to the terms and conditions of the Agreement and the Terms.

Nominated Account to be Debited

Financial Institution Name

Branch

Name of Account

BSB

Account Number

Signature

Date

For Individuals

Full Name

Signature

Date

Witness Full Name

Signature

Date

For Companies

Signed on behalf of the Company in accordance with Section 127 of the Corporations Act (or under Company Seal):

Director 1 Full Name

Signature

Date

Director 2 Full Name

Signature

Date

Our Commitment to You

This document outlines the terms and conditions, and our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between the Seller (User ID 314762 and 063849) and you. It sets out your rights, our commitment to you and your responsibilities to us, together with where you should go for assistance.

Initial Terms of the Arrangement

In terms of the Direct Debit Request arrangements made between us and signed by you, we undertake to periodically debit your nominated account as applicable for the agreed amount for products purchased on your Agreement.

Drawing Arrangements

- The first drawing under this Direct Debit arrangement will occur upon the due date of your first invoice pursuant to your credit terms and will continue each payment cycle thereafter.
- If any drawing falls due on a non-business day, it will be debited or charged to your account on the next business day following the scheduled drawing date.
- We will give you at least 14 days notice in writing when any changes to the terms of the arrangement are made.
- If you wish to discuss any changes to the initial terms, please direct all enquiries to the Credit Department of the Seller.
- If the drawing is dishonoured, we reserve the right to suspend your credit facility.
- If three or more drawings are returned unpaid by your nominated Financial Institution, we may elect to arrange with you an alternative payment method.
- An administration fee of \$50.00 will be applied to any dishonoured Direct Debit.

Your Rights

Changes to the Arrangement

If you want to make changes to the arrangement, please contact the Credit Department of the Seller. These changes may include:

- deferring the drawing; or
- altering the schedule; or
- stopping an individual debit; or
- suspending the DDR; or
- cancelling the DDR completely.

By signing this Direct Debit Authority, you acknowledge having read, understood, and agreed to be bound by the terms and conditions governing the direct debit arrangements between you and the Seller as set out in this Authority, the Agreement, the Terms and the Direct Debit Service Agreement.

Card/s Delivery Address

Please tick the appropriate boxes for product selection.

If you do not indicate products and fuel grades for each card, the Seller will apply all products by default. This Fuel Card Application is subject to the Standard Terms and Conditions of Sale of Freedom Fuels (the Seller) located at www.freedomfuels.com.au/terms-and-conditions (Terms).