



CREDIT APPLICATION FORM

IMPORTANT NOTICE:

Please complete & sign this form where indicated and return via Email: enquiries@lowespetroleum.com.au or Fax: 0247 321 044.

1. SECTION ONE – CUSTOMER’S DETAILS

YOU MUST COMPLETE ALL DETAILS IN ONE OF THE THREE SUB-SECTIONS ON THIS PAGE, DEPENDING ON WHETHER YOU ARE APPLYING AS A SOLE TRADER, A PARTNERSHIP OR A COMPANY.

SOLE TRADER

Q.1(A) COMPLETE THIS SECTION IF YOU ARE APPLYING AS A SOLE TRADER

| | |
|--------------------------|----------------|
| Your Name: | Date of Birth: |
| Address: | |
| Work Telephone: | Mobile: |
| Home Telephone: | Fax: |
| A.B.N.: | Email address: |
| Driver's Licence Number: | Sighted By: |

PARTNERSHIP

Q.1(B) COMPLETE THIS SECTION IF YOU ARE APPLYING ON BEHALF OF A PARTNERSHIP

| | |
|-------------------------|---------|
| Name of Partnership: | A.B.N: |
| Address of Partnership: | |
| Work Telephone: | Mobile: |
| Home Telephone: | Fax: |
| Email address: | |

Please provide full names, dates of birth and driver licence numbers of each partner:

| Name/s of Partner | Date of Birth | Driver's Licence No. | Address and Telephone Number |
|-------------------|---------------|----------------------|------------------------------|
| | | | |
| | | | |

COMPANY

Q.1(C) COMPLETE THIS SECTION IF YOU ARE APPLYING ON BEHALF OF A COMPANY

| | |
|------------------|----------------|
| Company Name: | A.C.N: |
| Work Telephone: | Fax: |
| Company Address: | Email address: |

Please provide details of each director of the Company:

| Name/s of Director/s | Date of Birth | Driver's Licence No. | Address and Telephone Number |
|----------------------|---------------|----------------------|------------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

You must provide details of at least one Guarantor

| Name/s of Guarantor/s | Date of Birth | Driver's Licence No. | Address and Telephone Number |
|-----------------------|---------------|----------------------|------------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |

Initial Here: _____

Initial of Witness: _____

YOU MUST COMPLETE EVERY SECTION ON THE NEXT 2 PAGES, YOU MUST SIGN THE BOTTOM IN THE PRESENCE OF A WITNESS

2. SECTION TWO – TRADE REFERENCES – EVERYONE MUST COMPLETE

Please provide the details of at least three trade references (major suppliers):

1. Name of Trade Reference:

Address:

Telephone Number/s:

Contact Person:

2. Name of Trade Reference:

Address:

Telephone Number/s:

Contact Person:

3. Name of Trade Reference:

Address:

Telephone Number/s:

Contact Person:

3. SECTION THREE – DETAILS OF YOUR BUSINESS – EVERYONE MUST COMPLETE

What is the address of your business?

What is the nature of your business?

When was the business established?

What are your anticipated average monthly purchases?

What is the turnover of your business?

Which depot will you be purchasing the majority of your product from?

I confirm the required credit limit of:

4. SECTION FOUR – BUSINESS PURPOSE DECLARATION – EVERYONE MUST COMPLETE

I/We declare that the credit we are applying from Chippen Holdings Pty Ltd is to be applied wholly or predominately for:
(Cross out which one does not apply.)

1. Business Purposes, or
2. Investment purposes other than investment in residential property.

What percentage of the goods use will be for business?

IMPORTANT: You should only complete this declaration if this loan is wholly or predominately for:

1. Business Purposes, or
2. Investment purposes other than investments in residential property.

By completing this declaration you may lose your protection under the National Credit Code.

5. SECTION FIVE – EXECUTION CLAUSE – EVERYONE MUST COMPLETE & SIGN

YOU MUST COMPLETE AND SIGN THIS SECTION IN THE PRESENCE OF A WITNESS

| | Sign Here | Print Your Full Name Here | Date of signing | Witness signs here |
|--|-----------|---------------------------|-----------------|--------------------|
| Customer/Person signing on behalf of the customer This must be signed by all customers (whether the customer is a company, trust, partnership or sole trader business) | | | ___/___/20__ | |
| First Guarantor Only complete if the customer is a company or trust | | | ___/___/20__ | |
| Second Guarantor Only complete if the customer is a company or trust | | | ___/___/20__ | |

Witness' full name (Witness must be over 18 years old):

Witness' Address:

By signing this document, the customer and the guarantor(s):

- a. Acknowledge that they have received, read and understood the terms and conditions on this form;
- b. Acknowledge and agree that they are liable for any amount due by the applicant to Lowes;
- c. Agree to the terms and conditions printed on this form;
- d. Agree that the customer and the guarantor are jointly and severally bound by these terms and conditions; and
- d. Acknowledge and agree that a signature by one partner in a partnership business is a valid acceptance of these terms, and all partners will be jointly and severally liable as if they also had signed this Agreement.

6. SECTION SIX - TERMS AND CONDITIONS

If you wish to read a copy of this agreement with larger text, please go to www.lowespetroleum.com.au, or request a printed copy by calling 1300 458 237.

The Customer and any Guarantor agree to be bound by these terms and conditions for any order placed by the Customer with Lowes for Goods, or for any credit provided by Lowes to the Customer. In the event of any inconsistency between these terms and conditions and the Application Approval Letter, or the terms of any executed agreement between Lowes and the Customer, the terms of the Application Approval Letter or the executed agreement respectively will prevail.

DEFINITIONS

In these terms and conditions:

Acts mean any legislation or statutory instrument of a State or Territory of Australia or of the Commonwealth of Australia.

Application Approval Letter means the notification issued by Lowes to the Customer of approval or acceptance of the Account Application.

Account Application means the application form completed by or on behalf of the Customer and provided to Lowes, whether electronically or otherwise, in respect of the supply of Goods and the granting of a Credit Limit by Lowes to the Customer.

Credit Limit means any credit limit granted by Lowes to the Customer, pursuant to an Application Approval Letter or pursuant to clause 6.1, or any reduction of the Customer's credit limit pursuant to clause 6.3.

Customer means the person set out in the Account Application to whom Lowes is to supply Goods, and any officer, employee, partner or ostensibly authorised agent of the Customer.

Direct Debit Request Form means a form by which the Customer authorises Lowes to arrange for funds to be debited from the Customer's bank account through the Bulk Electronic Clearing System.

Due Date means the date for payment by the Customer in respect of Goods supplied by Lowes as determined by clauses 7.1 and 6.4.

Goods mean any goods or services supplied by Lowes.

GST has the meaning set out in section 195-1 of the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended.

Guarantor means any person specified in the Account Application as the person who is guaranteeing to Lowes the due and punctual performance of the Customer's obligations to Lowes.

Invoice means an itemised bill identifying the Goods supplied by Lowes to the Customer and other incidental charges and headed "Statement" or "Tax Invoice".

Lowes Petroleum means Chippen Holdings Pty Ltd (ACN 054 492 474) trading as Lowes Petroleum.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Property means all assets and undertakings, both real and personal, and both present and future, including those held either beneficially or as trustee of any trust.

Quotation means an estimate given by Lowes to the Customer for the supply of Goods to the Customer.

Statement means a written overview of moneys owing by the Customer to Lowes that is not an Invoice.

1. METHOD OF ACCEPTANCE BY LOWES

1.1 Lowes may accept or decline any Account Application in its absolute discretion.

1.2 An Account Application is accepted by Lowes upon delivery to the Customer of an Application Approval Letter by email, facsimile or post to any contact address or number provided in the Account Application.

1.3 Any acceptance by Lowes of an Account Application pursuant to clause 2.2 constitutes:

(a) Acceptance of the Customer's offer to purchase Goods from Lowes; and

(b) Acceptance of the Customer's application for credit from Lowes; and

(c) Acceptance of any Guarantor's offer under clause 22, to guarantee the Customer's indebtedness to Lowes.

1.4 An Application Approval Letter delivered by Lowes to the Customer constitutes a counter-offer capable of acceptance by the Customer if the Application Approval Letter purports to approve or accept the Customer's Account Application subject to specified conditions.

2. GOODS

2.1 Upon acceptance by Lowes of the Account Application and subject to clause 3.2, Lowes will send and deliver, or procure the sale and delivery by its nominees, to the Customer, such quantities of the Goods as the Customer orders from time to time.

2.2 The Customer must ensure that the debt owing by the Customer to Lowes does not, at any time, exceed the Credit Limit without Lowes' consent in writing. Lowes may, at its sole discretion at any time and without notice, refuse to accept the Customer's order for Goods, including if:

(a) The debt owing by the Customer to Lowes exceeds the Credit Limit; or

(b) The debt that will be owed by the Customer to Lowes at any time after acceptance of the order will exceed the Credit Limit.

2.3 Delivery of Goods by Lowes to the Customer in circumstances where, immediately before the said delivery, the debt owing by the Customer to Lowes exceeds the Credit Limit, will not constitute a waiver of Lowes' rights to require compliance with this obligation and will not constitute conduct giving rise to an estoppel.

3. PRICE

3.1 Any Quotation provide by Lowes to the Customer is an estimate only of the price of supply of Goods to the Customer, and may not include all expenses incurred by Lowes incidental to supplying the Goods to the Customer. The actual price for the sale and delivery of the Goods to the Customer may vary from the Quotation.

3.2 The actual price for the supply of Goods to the Customer will be the amount stated in the Invoice issued by Lowes to the Customer.

3.3 The Customer must pay all taxes, duties and other levies imposed or assessed at any time on or in respect of the Goods and their delivery, whether or not they are not included in a Quotation or an Invoice.

4. GST

4.1 If GST has application to any supply made under these terms and conditions by Lowes to the Customer, Lowes may, in addition to the amount payable under these terms and conditions, recover from the Customer an additional amount on account of GST, such amount to be calculated in accordance with the GST Act.

5. PROVISION OF CREDIT BY LOWES

5.1 A Credit Limit is imposed solely for the benefit of Lowes. As such, Lowes may, in its absolute discretion and without notice or otherwise obtaining the Customer's agreement, increase the Credit Limit at any time, and impose such conditions it requires, as determined in its absolute discretion, including dispensing with any requirement for the Customer to complete an Account Application or any other application to Lowes for credit.

5.2 If the Customer orders Goods which necessitates the Credit Limit to be increased, then:

(a) The order is deemed to be an application by the Customer to Lowes for an increase to the Credit Limit, which application may, in its absolute discretion, be accepted by Lowes; and

(b) It is presumed that any Guarantor agrees to the increase to the Credit Limit.

5.3 Lowes may, at its sole discretion at any time and without notice, reduce the Customer's Credit Limit by any amount, or withdraw the Credit Limit. The Customer voluntarily releases, forever discharges, and agrees to indemnify and hold harmless Lowes from any and all claims, demands, or causes of action, which are in any way connected with a reduction or withdrawal of the Credit Limit.

5.4 If Lowes has elected to withdraw the Customer's Credit Limit pursuant to clause 6.3, or if the Customer's Credit Limit has been exceeded, then any amount owing by the Customer to Lowes which is in excess of the Credit Limit, becomes immediately due and payable.

6. PAYMENT

6.1 Unless otherwise agreed and subject to clause 6.4, payment for the Goods must be made by the Customer to Lowes at the earliest of:

(a) Twenty-one (21) days of the date of Invoice; or

(b) Twenty-one (21) days of the date of Statement; or

(c) Seven (7) days of delivery of Goods to the Customer.

6.2 Payment for the Goods must be made by means of cash, bank cheque or electronic funds transfer (including direct debit) without deduction. The Customer agrees to pay a 2% surcharge for processing any payment made by other means.

6.3 The Customer must pay Lowes interest on the amount charged on the Invoice. Interest will accrue from the date of the Invoice until actual payment of the outstanding balance at the rate of 1.75% compounding per month. In the event the Customer pays the charges for the Goods referred to in the Invoice, before the Due Date noted on the Invoice, Lowes will waive the interest chargeable on that Invoice.

6.4 The Customer must pay to Lowes:

(a) A dishonour fee of \$50 for each cheque which is dishonoured, and for each failed direct debit request made by Lowes pursuant to clause 8; and

(b) An account information fee of \$15 per page for each request for printed account information, documentation or notices (including Invoices and Statements) which have previously been provided to the Customer.

6.5 In addition to Lowes' entitlements under clause 27.2, Lowes may vary the manner and/or terms of payment including without limitation, requiring cash on delivery:

(a) At any time by at least one (1) month's written notice to the Customer; or

Initial Here: _____

Initial of Witness: _____

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(b) Immediately by verbal notice to the Customer where the Customer has failed to make payment for the Goods within the terms stipulated herein or if Lowes believes that the reliability or financial responsibility of the Customer is or has become impaired or unsatisfactory.

7. DIRECT DEBIT ARRANGEMENTS

7.1 Drawing Arrangements

(a) The Customer acknowledges that, by completing the Direct Debit Request Form, moneys due to Lowes will be drawn from the Customer's bank account. Lowes will only initiate a drawing when a payment is due from the Customer under these terms and conditions.

(b) If the Due Date falls on a non-business day, Lowes will draw the amount on the first business day before the Due Date, or as agreed in writing by Lowes.

(c) Lowes reserves the right to cancel the drawing arrangements at any time and to arrange with the Customer an alternate payment method.

7.2 Customer's Rights

(a) Subject to the Customer having arranged a suitable alternative payment method under 8.3, the Customer may, by giving written notice to Lowes:

(i) Terminate the drawing arrangements;

(ii) Stop payment of a drawing; or

(iii) Request changes to the amount or frequency of the drawing, provided Lowes receives such notice at least 5 days prior to the Due Date.

(b) The Customer must immediately give notice to Lowes if a drawing has been completed incorrectly.

7.3 Customer's Responsibilities

It is the Customers' responsibility to ensure that:

(a) Sufficient funds are available in the bank account to meet a drawing by Lowes on the Due Date;

(b) Lowes is advised if the bank account is transferred or closed; and

(c) A suitable alternate payment method is arranged if the drawing arrangements are cancelled either by the Customer, the financial institution where the Customer's bank account is held, or Lowes.

8. SET-OFF

8.1 If any moneys are owing by Lowes to the Customer, Lowes may set off those amounts against any moneys owing by the Customer to Lowes.

8.2 The Customer and any Guarantor may not set off any moneys alleged to be owing by Lowes to the Customer, against moneys owing by the Customer or the Guarantor to Lowes.

9. TITLE AND RISK

9.1 The risk or loss of the Goods passes from Lowes to the Customer at the time the Goods are despatched from Lowes' premises.

9.2 Title in the Goods will pass from Lowes to the Customer upon payment by the Customer to Lowes of all money owing by the Customer to Lowes.

10. DELIVERIES

10.1 Lowes may make, or arrange to be made, delivery of Goods by such means of delivery and in such tanks or other containers as Lowes may select.

10.2 Delivery of Goods will be made at such place as Lowes and the Customer agree, or failing agreement, at any place at the discretion of Lowes upon the Customer's premises.

10.3 Any times quoted by Lowes for delivery of Goods to the Customer are estimates only, and the Customer agrees that Lowes is not liable for any delays in delivery or failure of delivery, whether reasonable or unreasonable. Section 31(2) Sale of Goods Act 1896 (Qld) shall not apply to this clause.

10.4 The Customer agrees and acknowledges that:

(a) The Customer's signature on any delivery docket is evidence of satisfactory delivery of Goods to the Customer;

(b) Absent the Customer's signature on the delivery docket, the signature of any authorised employee or agent for Lowes on the delivery docket that Goods have been delivered to the Customer at a specified place and on a specified date, is evidence of satisfactory delivery of the Goods to the Customer at that place and on that date;

(c) Any inability or failure to obtain the Customer's signature upon delivery of the Goods to the Customer is not evidence of a failure to deliver Goods in accordance with the Customer's order and does not relieve or excuse the Customer from any obligations under these terms and conditions, including but not limited to the Customer's payment obligations;

(d) Without limiting paragraph (c) above, payment by the Customer to Lowes for the Goods is not conditional on the Customer receiving a delivery note or docket.

10.5 The Customer is deemed to have accepted the Goods when the Goods having been delivered to the Customer and the Customer does not, in the period of three (3) days after delivery of the Goods, notify Lowes in writing that the Customer has rejected the Goods and such period shall be considered a reasonable time for the purposes of section 37 Sale of Goods Act 1896 (Qld).

11. REJECTION OF GOODS

11.1 Unless the Customer is entitled to reject Goods ordered by, or delivered to, the Customer under any applicable Act, any order by the Customer for Goods may not be cancelled and any Goods delivered by Lowes to the Customer may not be rejected.

11.2 If the Customer is entitled to reject Goods ordered by, or delivered to, the Customer under any other applicable Act, the rejected Goods must, to Lowes' reasonable satisfaction, be in the condition they were in at the time of delivery of the Goods to the Customer.

12. HEALTH, SAFETY AND ENVIRONMENTAL MANAGEMENT

12.1 The Customer warrants to Lowes that the Customer will comply with all relevant Acts relating to health, safety and environmental conservation when storing and handling the Goods. If required to do so by Lowes and upon written notice, the Customer must allow Lowes' representatives access to the premises where the Goods are stored, to enable those premises to be inspected for compliance with such Acts. This clause does not, nor is it intended to impose an obligation on Lowes to undertake any such inspection.

13. CLAIMS BY THE CUSTOMER REGARDING QUALITY OR QUANTITY

13.1 Lowes need not consider any claim by the Customer in relation to:

(a) The quality of any Goods unless:

(i) The Customer gives notice to Lowes of any claim, specifying the facts on which the claim is based, within three (3) business days of the alleged defect coming to the Customer's attention;

(ii) The Customer used its best endeavours to minimize loss and damage arising from the alleged defect; and

(iii) Lowes is given reasonable opportunity to take samples, inspect and test the Goods in respect of which the claim is made;

(b) The quantity of Goods stated on any delivery docket or Invoice compared with the amount delivered to the Customer, unless the Customer has notified Lowes of such discrepancies within three (3) business days of delivery. If the Customer fails to notify Lowes within that time, the amount stated to have been delivered will be deemed correct.

14. FORCE MAJEURE

14.1 Lowes will not be responsible for any failure to comply or any delay in complying with any of these terms and conditions if the failure or delay is due to a strike, other industrial action, compliance with a government request, a shortage of supply, flood, fire, tempest or any other cause beyond the control of Lowes. During a supply shortage, Lowes may, in its absolute discretion, withhold, suspend or reduce supply of Goods to the Customer, and will not be required to purchase or otherwise make good any resulting shortages of supply to the Customer. Nothing in these terms and conditions requires Lowes to settle any strike or labour dispute on terms unacceptable to it.

15. LIMITATION OF LIABILITY

15.1 To the extent permitted by law, all terms, conditions, warranties or undertakings whether express or implied, statutory or otherwise, oral or written relating in any way to the sale of the Goods or to these terms and conditions, save for those comprised in Part 4 of the Sale of Goods Act 1896 (Qld) but excluding section 31(2), are excluded including, without limitation, any warranties of merchantability or fitness for purpose.

15.2 Where warranties or conditions apply, Lowes' liability for breach is limited to the:

(a) Replacement of the Goods or the supply of equivalent Goods; or

(b) Payment of the cost of replacing the Goods or of acquiring an equivalent product.

15.3 Lowes disclaims all liability to the Customer for loss, damage or injury (including death) resulting from the use of the Goods for a purpose other than its intended purpose or otherwise than in accordance with its directions for use.

16. PRIVACY

16.1 Where Lowes receives, collects or handles Personal Information in the course of processing and administering the Customer's accounts, Lowes will ensure that it has taken and continues to take all reasonable technical and organisational measures against the unauthorised or unlawful processing or disclosure of the Personal Information.

16.2 All Personal Information collected by Lowes will be treated in accordance with Lowes' Privacy Policy set out at www.lowespetroleum.com.au/privacy-policy from time to time.

16.3 The Customer consents to Lowes receiving the Customer's Personal Information from a credit reporting agency for the continued assessment of the Customer's credit worthiness.

16.4 Where the Customer is not an individual, Lowes may disclose the Customer's Personal Information to any credit reporting agency.

17. CHANGE IN CUSTOMER'S OR GUARANTOR'S DETAILS

17.1 The Customer and any Guarantor must immediately notify Lowes in writing of any change to the particulars provided in the Customer's Account Application.

18. DEFAULT

18.1 An event of default occurs if:

(a) The Customer fails to pay by the Due Date any amount owing to Lowes;

(b) A direct debit request made by Lowes pursuant to clause 8 in respect of the Customer's nominated account fails;

Initial Here: _____

Initial of Witness: _____

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(c) The Customer provides a cheque to Lowes which is dishonoured;

(d) A trustee in bankruptcy, liquidator, provisional liquidator, voluntary administrator, receiver or controller is appointed in respect of the Customer;

(e) The Customer refuses to receive delivery of Goods that the Customer has ordered from Lowes; or

(f) The Customer breaches any provision of these terms and conditions.

18.2 On the occurrence of an event of default:

(a) All monies owing by the Customer to Lowes becomes immediately due and payable;

(b) Lowes may withhold delivery of any Goods ordered by the Customer;

(c) The Customer grants Lowes a licence to enter any premises controlled by the Customer for the purpose of taking immediate possession of Goods that Lowes has delivered to the Customer but which have not been paid for, and Lowes may so take possession of those Goods; and

(d) Lowes may enforce the Charge and make demand on the Guarantee.

18.3 The Customer indemnifies Lowes, and must pay, any costs or expenses incurred by Lowes in enforcing its rights under these terms and conditions, including but not limited to debt collection fees and legal costs.

18.4 Without limiting the generality of the foregoing paragraph:

(a) The Customer must pay a minimum of \$500 to Lowes if an event of default occurs and Lowes instructs solicitors to send a letter of demand to the Customer. The amount of \$500 is a genuine pre-estimate of the reasonable minimum cost to Lowes of instructing solicitors to send the letter of demand;

(b) The Customer must pay a minimum of \$1,500 to Lowes if an event of default occurs and Lowes commences legal proceedings to cover recover monies owed by the Customer to Lowes. The amount of \$1,500 is a genuine pre-estimate of the reasonable minimum cost to Lowes of commencing the proceeding.

19. GUARANTEE

19.1 In consideration for Lowes supplying Goods to the Customer and extending credit to the Customer, each Guarantor:

(a) Guarantees that the Customer will pay Lowes all amounts payable by the Customer to Lowes under these terms and conditions from time to time, by the Due Date; and

(b) Indemnifies Lowes against, and the Guarantor must therefore pay Lowes for, loss that Lowes suffers if the Customer fails to comply with these terms and conditions.

19.2 The guarantee and indemnity given by the Guarantor at 22.1 is unlimited in amount.

19.3 The Guarantor must pay any amount payable to Lowes under 22.1 above on the date Lowes specifies.

20. CHARGES

20.1 The Customer charges to Lowes all of the Customer's right, title and interest in the Customer's Property to secure payment to Lowes of all money owing by the Customer to Lowes at any time.

20.2 Any Guarantor charges to Lowes all of the Guarantor's right, title and interest in the Guarantor's Property to secure payment of all money owing by the Guarantor to Lowes at any time.

20.3 Upon demand by Lowes, the Customer and any Guarantor agree to do all things that Lowes reasonably requires to further secure their respective obligations to Lowes, including delivery of a duly executed and registrable mortgage consisting of such covenants as required by Lowes.

20.4 The Customer and each Guarantor irrevocably appoints as their duly constituted attorney any of Lowes' officers, employees or nominated solicitors to execute in the name of the Customer or the Guarantor respectively, any mortgage, charge, bill of sale or consent to any caveat that Lowes may choose to lodge against the Customer's or the Guarantor's Property in any Land Titles Office in any State or Territory of Australia, or on the Personal Property Securities Register.

20.5 Any failure by Lowes to cause to be registered a mortgage or charge over Property of the Customer or any Guarantor shall not be taken to constitute a waiver or abandonment of Lowes' rights and interests in the Property as a secured creditor.

21. CERTIFICATES AS TO AMOUNT OWING

21.1 A certificate signed by the General Manager or Credit Supervisor of Lowes, stating the balance of principal and interest due to Lowes by the Customer, shall be conclusive evidence of the indebtedness at such date of the Customer to Lowes.

22. TRUST

22.1 Where the Customer or any Guarantor is a trustee of a trust, the Customer and Guarantor warrant that all Goods ordered from Lowes are for the purposes of the trust, that the Customer and Guarantor are entitled to have resort to the trust assets to satisfy any debts owing to them, and that the Customer's and Guarantor's right of indemnity against the trust or the trust fund is not excluded.

23. ASSIGNMENT

23.1 Lowes may, at any time, assign any of its rights, or transfer by novation any of its rights and obligations under these terms and conditions to any person or persons. At the request of Lowes, the Customer and any Guarantor must do anything necessary, including execute any document, to effect any such assignment or novation by Lowes.

23.2 The Customer and the Guarantor must not transfer or assign any of its rights or obligations under these terms and conditions without the prior written consent of Lowes, which can be withheld at Lowes' discretion.

24. VARIATION

24.1 Subject to clauses 7.5 and 26.2, these terms and conditions cannot be modified.

24.2 Lowes (by a Director or General Manager) reserves the right to vary these terms and conditions at any time, at its sole discretion, without notice. The current version of the "Lowes Petroleum Terms and Conditions of Sale" can be accessed at any time via Lowes' website at: www.lowespetroleum.com.au/terms.

25. SEVERABILITY

25.1 If a provision in these terms and conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from these terms and conditions for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these terms and conditions.

26. SURVIVAL

26.1 Clause 7, 9, 20, 21 and 22 will continue to apply after the termination of any agreement or arrangement between Lowes and the Customer.

27. GOVERNING LAW

27.1 These terms and conditions are governed by, and interpreted in accordance with, the laws of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts located in Brisbane, Queensland.

28. NOTICES

28.1 The Customer and any Guarantor must give Lowes notices by pre-paid post to 17 Francis Street, Goondiwindi in the State of Queensland and by no other means unless otherwise agreed.

28.2 Lowes may give the Customer and any Guarantor any notice or demand by:

(a) Sending it by post to the last known address that Lowes has for the Customer or the Guarantor respectively;

(b) Sending it by facsimile to the last known facsimile number that Lowes has for the Customer or the Guarantor respectively; or

(c) Sending it by email to the last known email address that Lowes has for the Customer or the Guarantor respectively.

Initial Here: _____

Initial of Witness: _____



Direct Debit Request

Chippen Holdings Pty Ltd T/A

Lowes Petroleum

**Request and Authority to debit the account named below to pay
Chippen Holdings Pty Ltd trading as Lowes Petroleum**

| | |
|--|--|
| Request and Authority to debit | <p>Your Surname or company name _____</p> <p>Your Given names or ABN/ARBN _____ "you"</p> <p>request and authorise Lowes Petroleum to arrange, through its own financial institution, a debit to your nominated account any amount Lowes Petroleum, has deemed payable by <i>you</i>.</p> <p>The first drawing under this Direct Debit arrangement will occur on the _____ day of _____ (Month/Year) and thereafter</p> <p>on the ____ day of each month as per our agreement or on individual purchases as agreed between both parties.</p> <p>This debit or charge will be processed from <i>your</i> 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.</p> |
| Insert the name and address of financial institution at which account is held | <p>Financial institution name _____</p> <p>Address _____</p> |
| Insert details of account to be debited | <p>Name/s on account _____</p> <p>BSB number (Must be 6 Digits) _ _ _ _ - _ _ _ _ </p> <p>Account number _ _ _ _ _ _ _ _ _ _ _ _ </p> |
| Acknowledgment | <p>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 Lowes Petroleum as set out in this Request and in your Direct Debit Request Service Agreement.</p> |
| Insert your signature and address | <p>Signature _____</p> <p>(If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p>Address _____</p> <p>Date ___ / ___ / ___</p> |
| Second account signatory (if required) | <p>Signature _____</p> <p>(If signing for a company, sign and print full name and capacity for signing eg. director)</p> <p>Address _____</p> <p>Date ___ / ___ / ___</p> |
| Office Use Only | <p>Account Code & Name _____</p> |