



ABN 47 008 017 329



TERMS AND CONDITIONS

In consideration of DERMODY PETROLEUM PTY LTD (ACN 008 017 329) of BP Terminal, Mildred Terrace, Largs North 5016 in the State of South Australia ("the supplier") granting certain credit accommodation to the "Customer" (and if more than one Customer then both are described jointly and severally as the "Customer") the said Customer agrees to the following terms and conditions of trade:

1. To pay the account issued to the Customer by the Supplier within 21 days of the month next after the date of the purchase of the goods comprising the credit accommodation.
2. That in the event of the account not being paid in accordance with condition (1) above the Customer agrees to pay a penalty on the overdue amount at the rate of 0.825% month, this additional sum being hereby acknowledged as a genuine pre-estimate of losses ensuing from such default, and to be applied first as an appropriation against monies from time to time due.
3. To pay all legal costs and disbursements, service and accounting fees, collection charges, commissions, mercantile costs and other charges or fees incurred by the Supplier of whatsoever nature in relation to recovery of monies due by the Customer.
4. The Customer acknowledges that all such penalty charges and costs shall accrue from the date of default until the date of payment and the Customer further acknowledges that the above conditions are without prejudice to any other rights and remedies of the Supplier.
5. That the Supplier may grant the Customer from time to time any variation in the credit accommodation or other indulgence without affecting the Customer's liability under this Agreement.
6. That the Customer's servants and agents from time to time may be authorised to take delivery on the Customer's behalf, such authority to continue until written notice of its revocation is expressly served upon the Supplier.
7. The Customer acknowledges that the property in any products supplied by the Supplier will pass to the Customer only when those products and all other products supplied by the Supplier to the Customer have been paid for in full. The Customer hereby authorises and allows the supplier or its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for the purposes of retaking possession of the same and the Supplier shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of the Supplier retaking possession of the goods.
8. The Customer acknowledges that the Supplier has informed the Customer in accordance with Section (18e(5)(c)) of the Privacy Act 1988, that information about the Customer contained in this application may be disclosed to a Credit Reporting Agency to obtain a credit report.
9. The Customer authorises the Supplier to make enquires of and/or obtain and/or disclose information concerning the Customer's credit worthiness from any other credit provider or other source permitted by the Privacy Act 1988.
10. The Customer agrees that in accordance with the Privacy Act 1988 the Supplier is authorised to obtain information regarding the Customer's commercial activities or commercial credit worthiness.
11. The Customer shall no later than 14 Days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding or directorship, notify the Supplier of the proposed change and the Customer shall notify the Supplier of any change, alteration or addition to the Customer's internal structure and shall provide full details of the proposed change, alteration or addition to the Supplier and the Customer shall be liable for any goods supplied by the Supplier after such change, alteration or addition unless the Supplier shall have acknowledged by written acceptance of the intending change, alteration or addition.
12. Further, in the event of one or more Dermody/BP Fuel Card, Dermody/BP Distributor Card or Dermody Customer Account Card being issued to the Customer, the Customer further agrees that:
 - 12.1 Any such card remains the property of the Supplier;
 - 12.2 The Customer has an obligation to notify the Supplier should such card be lost, stolen, or used on an unauthorised basis and until such notification the Customer shall be responsible for any unauthorised use of the same;
 - 12.3 Any replacement for a lost or stolen card will incur a surcharge to be added to the Customer's monthly account.
13. The Supplier is at liberty to cancel any financial accommodation granted to the Customer by posting notification of such cancellation to the Customer at the Customer's last known address and upon such cancellation the Customer shall forthwith pay all monies then outstanding to the Supplier and return any cards forthwith.