



Credit Account Application

ABN: 94 136 844 007

Legal Entity	
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Trading Name	
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Type of Entity	<input type="checkbox"/> Company (Pty Ltd)	<input type="checkbox"/> Individual/Partnership	<input type="checkbox"/> Trust
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Your ACN	Your ABN
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Date Business Commenced	
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Trading Address:	
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Postal Address:	
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Your Nominated Contact Person and Title:	
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Your Office Telephone Number:	
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Your Office Facsimile Number:	
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Your Accounts Payable Person:	
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Your Accounts Payable Telephone Number:	
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Your Accounts Payable email Address:	
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Customer Industry: <small>e.g. Construction, Transport, Waste Removal, Farming, Transport.</small>	
Your Bank Name & Branch	

CREDIT LIMIT REQUESTED	\$	PAYMENT TERMS	
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TRADE REFERENCES					
Company Name		Contact Person		Telephone Number	
Company Name		Contact Person		Telephone Number	
Company Name		Contact Person		Telephone Number	

DETAILS OF DIRECTORS/PARTNERS/SOLE TRADERS

FULL NAME:		POSITION HELD:
RESIDENTIAL ADDRESS:		PHONE:
CITY/TOWN:	POSTCODE:	D.O.B:

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CITY/TOWN:	POSTCODE:	D.O.B:

I/We warrant that we read the Terms & Conditions included in the Credit Application. Please seek independent advice if you do not understand this Credit Application or the Terms and Conditions that apply to it.

Signed by all Directors, Partners or Sole Traders

Name: _____	Signature: _____
Title/Position: _____	Date: _____
Name: _____	Signature: _____
Title/Position: _____	Date: _____
Name: _____	Signature: _____
Title/Position: _____	Date: _____

DEED OF GUARANTEE

NOW THIS AGREEMENT WITNESSETH:

The Guarantor hereby guarantees the payment to Logicoil Pty Ltd, by the Customer of all the moneys owing to Logicoil now or which hereafter during the continuance of this guarantee may become owing by the Customer on any account whatsoever.

Should the Customer default in the due and punctual payment to Logicoil, the Guarantor shall forthwith pay to Logicoil, the sum or sums owed by the Customer.

The guarantee shall be a continuing guarantee binding the Guarantor and shall remain in force until Logicoil shall have received all moneys owed to it by the Guarantor.

In the event that any payment made by the Customer shall become void or voidable in whole or in part for any reason, the Guarantor shall continue to be liable to Logicoil as if no such payment had been made.

Where the Customer is a company, the Guarantor's obligations under this guarantee shall not be deferred, postponed or weakened by reason of the appointment of a manager, receiver, administrator or liquidator to the Customer or by any proceedings to wind up the customer.

The Guarantors obligations under this deed of guarantee shall not be prejudiced or weakened in the event the Customer offers its creditors, either formally or informal a compromise of the moneys owed to them.

The liability of the Guarantor shall not be prejudiced or affected by any indulgence, postponement or granting of time by Logicoil to the Customer.

Logicoil may in its absolute discretion, determine the order and time in which it will enforce the deed of guarantee and the order and time it will enforce its rights against any guarantor, if there is more than one.

A certificate signed by an officer of Logicoil will be prima facie evidence of the Guarantor's indebtedness and obligations under this guarantee.

In this Deed of Guarantee unless the context requires the singular shall include the plural masculine shall include the feminine and visa and versa, and shall include reference to a corporation where required.

To secure payment of all monies which may become payable by the Customer to Logicoil, the Customer hereby charges with the due payment of those monies all of the interest in real property both present and future and the customer consents to lodging a caveat, caveats or writs noting interest hereunder.

The Guarantor consents and agrees that Logicoil may seek, obtain and exchange personal information about the Guarantor with a credit reporting agency when assessing whether or not to accept the Guarantor, as a Guarantor, and may also give and exchange information with such a credit reporting agency in the enforcement of the terms of the Agreement.

IF THE CUSTOMER DOES NOT PAY, YOU AS GUARANTOR WILL BE REQUIRED TO PAY; WE RECOMMEND YOU SEEK INDEPENDENT PROFESSIONAL ADVICE BEFORE SIGNING THIS DEED OF GUARANTEE.

IN WITNESS WHEREOF the parties have executed the guarantee thisday of

SIGNED SEALED AND DELIVER by the said:

Guarantor's Signature:

Guarantor's Signature:

Guarantor's Signature:

.....
Name:

.....
Name:

.....
Name:

.....
Address

.....
Address

.....
Address

Signature of Witness	Signature of Witness	Signature of Witness
Name of Witness	Name of Witness	Name of Witness
Address of Witness	Address of Witness	Address of Witness

TERMS AND CONDITIONS

The following terms and conditions will bind both **Logicoil Pty Ltd** (ABN 94 136 844 007) and the **Customer**, the parties agree that all future dealings between them will be governed by these Terms and Conditions, unless otherwise expressly agreed to in writing.

1 Payment

- a) The Customer agrees to pay in full the invoice amount prior to or upon delivery, unless Logicoil has agreed to provide credit terms to the Customer.
- b) Where Logicoil has provided the Customer with credit facilities or credit terms, Logicoil must receive payment within these terms, where no terms are specified, then payment will be due by C.O.D. "Logicoil shall have the right to vary the payment terms on giving 14 days prior written notice of any such variation".
- c) The Customer shall pay to Logicoil interest (subject to Clause 3) on any amount outstanding from the date the payment first fell due until payment has been made in full.

2 Price

The price for product(s) sold to the Customer will be determined by Logicoil at the time of delivery.

3 Interest

Interest will be charged on any overdue moneys at a rate from time to time prescribed by the Penalty Interest Rate Act 1983, plus 5% calculated monthly in advance. The Customer agrees that the suspension or termination of this agreement in no way effects its obligation to pay the said interest.

4 Storage Handling and Safety

The Customer shall comply with all relevant local and national laws and regulations including environmental laws and regulations relating to the storage and handling of the product(s) and shall allow Logicoil immediate access to the premises to determine the manner in which the Customer stores and handles the product(s).

5 Title and Risk

- a) Risk in the product(s) will pass from Logicoil to the Customer upon delivery to the Customer, and the Customer agrees to comply with all State, Federal and Local laws regarding the safe handling and storage of product(s).
- b) Title and ownership in the product(s) will remain with Logicoil and shall not pass to the Customer until payment in full of all monies owed by the Customer including any unpaid interest to Logicoil, and the Customer hereby grants permission and access to Logicoil, its employees and agents to enter upon land or premises where the product is in order to recover possession of the product(s).
- c) The Customer agrees to keep all product(s) unpaid for as bailee for Logicoil until payment has been made in full including any interest that may be due.
- d) The Customer agrees that a certificate signed by an officer of Logicoil identifying product(s) as "unpaid for" shall be conclusive evidence that the product(s) has not been paid for, and acknowledges that title and ownership remains with Logicoil. These Terms and Conditions are not intended to create a charge, and will be interpreted as not to create a charge over the said product(s).

6 Limitation of Liability

The Customer agrees that all terms, condition and warranties or undertaking whether express or implied, oral or written relating to the sale of product(s) are excluded including without limitation any warranties or merchantable quality or fitness for purpose, to the extent permitted by law.

7 Product Returns

Logicoil reserves the right in its complete and absolute discretion to refuse to accept any returns whatsoever.

Customer

Name: _____ **Signature:** _____

8 Supply and Delivery

- a) The Customer acknowledges and agrees that Logicoil may for any reason be unable to provide product(s) as ordered and has no responsibility or duty to do so and will hold harmless Logicoil in any such event.
- b) Logicoil will endeavour to obtain a written acknowledgement of delivery from any manager, operator, employee, or person appearing to be in charge of the location or appearing to be acting on the Customer’s behalf, such acknowledgment will be conclusive proof of delivery as to quantity and quality of the product(s) delivered.
- c) If at the time of delivery, the site is unattended or a written acknowledgement is not obtained, the Customer must notify Logicoil of any quantity or quality discrepancy within 24 hours after such delivery, otherwise the product quantity and quality will be deemed to be as recorded by Logicoil.

9 Jurisdiction

The parties agree that this agreement is made in the state of Victoria and the appropriate court of jurisdiction will be that of the nearest Melbourne in the said state of Victoria.

10 Product Characteristics

The Customer acknowledges that the product(s) delivery are highly volatile, flammable, and/or dangerous, and that they must be properly handled and stored in accordance with all State, Federal and Local laws. The Customer further agrees that petroleum products are susceptible to evaporation, shrinkage and loss and that at the time of delivery a measurement of the product delivered will be made and the records of Logicoil will be conclusive proof of delivery as to quality and quantity, aside that shrinkage, evaporation, contamination or loss may occur after delivery.

11 Taxes

All Federal, State and Territory Government duties, levies, imposts, fees and taxes (excluding income tax and capital gains tax), whether current or introduced during the term of this Agreement and which do not otherwise form part of the price for the product, will be charged to each applicable product and shall be payable by Customer immediately, unless an approved exemption (from the relevant duly authorised competent authority) is provided to Logicoil at or before the time of ordering the product.

12 Severability

Should any provisions of these Terms and Conditions are found to be invalid or unenforceable, the validity and enforceability of all other provisions shall remain unaffected.

13 Enforcement Expenses

The Customer will pay to Logicoil the costs and expenses incurred including solicitor client expenses in respect of any recovery action instituted against the Customer.

14 Privacy Act

The Customer agrees that Logicoil may obtain a credit report containing personal credit information about the Customer’s credit standing, credit history or credit worthiness, which Logicoil as allowed to exchange under the Privacy Act. The Customer further agrees and consents to Logicoil obtaining a credit report in relation to the collection of overdue payments, and that Logicoil may after 60 days report to a credit reporting agency any of the Customer overdue payments, this consent also includes cheques which have been dishonoured twice that were drawn on the Customer bank account.

15 Commercial Transaction

The Customer warrants that the use of the product(s) supplied and sold are for commercial use only, or predominately for commercial use.

Customer

Name: _____ **Signature:** _____

16 Charging

To secure payment of all monies which may become payable by the Customer to Logicoil, the Customer hereby charges with the due payment of those monies all of the interest in real property both present and future and the customer consents to Logicoil lodging a caveat, caveats or writs noting interest hereunder.

17 Fees and Charges

Logicoil may in its absolute discretion pass on to the Customer any fees and charges incurred in accepting the Customers payments, including any bank, institution or merchant fees or charges when processing credit card and electronic payments transactions.

18 Default

In the event the customer is in default under any one or more of the terms and conditions contained herein, including but not limited to failure to pay any outstanding amount, Eagle Fuels will be entitled to call up all balances not yet due and demand payment for all monies outstanding in its absolute discretion.

19 Assignment

Logicoil may at any time, assign any of its rights or transfer by novation any of its rights and obligations under this agreement to any person or persons.

20 Personal Properties Securities Act 2009

20.1 The Customer hereby acknowledge that these Terms and Conditions of Trade constitute a security agreement which creates a security interest in favour of the Logicoil in all Goods previously supplied by the Logicoil to the Customer (if any) and all after acquired Goods supplied by the Logicoil to the Customer (or for the Customer's account) to secure the payment from time to time, and at a time, including future advances. The Customer agrees to grant a "Purchase Money Security Interest" to the Logicoil.

20.2 The Customer acknowledges and agrees that by assenting to these terms the Customer grants a security interest (by virtue of the retention of title clause in these Terms and Conditions of Trade) to the Logicoil and all Goods previously supplied by the Logicoil to the Customer (or for the Customer's account) and these terms shall apply notwithstanding anything express or implied to the contrary contained in the Customer's purchase order.

20.3 The Customer undertakes to:

20.3.1 Sign any further documents and /or provide any further information (which information the Customer warrants to be complete, accurate and up-to-date in all respects) which the Logicoil may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register ("PPSR");

20.3.2 Not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter the financing statement pursuant to section 178 of the PPSA in respect of the Goods without the prior written consent of the Logicoil.

20.3.3 Give the Logicoil not less than 14 day written notice of any proposed change in the Customer's name and /or other changes in the Customer's details (including by not limited to changes in the Customer's address, facsimile number, email address, trading name or business practice);

20.3.4 Pay all costs incurred by the Logicoil in registering and maintaining a financing statement (including registering a financing change statement) on the PPSR and/or enforcing or attempting to enforce the security interest created by these Terms and Conditions of Trade including executing subordination agreements.

20.3.5 be responsible for the full costs incurred by the Logicoil (including actual legal fees and disbursements on a solicitor and client basis) in obtaining an order pursuant to section 182 of the PPSA; and

20.3.6 the Customer waives any rights it may have under sections 115 of the PPSA upon enforcement

20.4 Pursuant to section 157 of the PPSA, unless otherwise agreed to in writing by the Logicoil, the Customer waives the right to receive the verification statement in respect of any financing statement or financing change statement relating to the security interest.

20.5 The Customer agrees that immediately on request by the Logicoil the Customer will procure from any persons considered by the Logicoil to be relevant to its security position such agreement and waivers as the Logicoil may at any time require.

20.6 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to received a verification statement in accordance with section 157(3) of the PPSA

20.7 Pursuant to section 275(6) of the PPSA, the Customer agrees it will not disclose to an interested person information pertaining to the Seller's purchase money security interest without prior approval of the Seller.

20.8 The clause 20 will survive the termination of the Contract to the extent permitted by law.

20.9 The Customer shall be bailee of Goods in its possession whose title remains with the Seller.

21 Security Interest

21.1 The Customer gives the Logicoil a Security Interest in all of the Customer's present and after-acquired property in which Goods or materials supplied or financed by the Logicoil have been attached or incorporated.

In addition to any other rights under these terms and conditions or otherwise arising the Logicoil may exercise any and all remedies afforded to it as a Secured Party under Chapter 4 of the PPSA including, without limitation, entry into any building or premises owned, occupied or used by the Customer, to search for and seize, dispose of or retain those goods in respect to which the Purchase has granted a Security Interest to the Logicoil.

21.2 This clause 21 will survive the termination of the Contract to the extent permitted by law.

Customer

Name: _____ **Signature:** _____

OFFICE USE ONLY	ACCOUNT NUMBER: _____	DATE OPENED: _____
SALES REPRESENTATIVE: _____		
STATE OFFICE: _____ (IF SA PROVIDE APPLICABLE ZONE): _____		
ANNUAL VOLUME: _____		
DISCOUNT OFF WHOLESALE LIST PRICE: _____ CARTAGE RATE: _____		



ABN:94 136 844 007

PO Box 172
Laverton, 3028
Ph: 03 9931 5303 Fax: 03 8360 9790

Direct Debit Request



Request and Authority to debit the account named below to pay Logicoil Pty Ltd

Request and Authority to debit	<p>Your Surname or company name _____ Your Given names or ABN/ARBN _____ "I/We"</p> <p>request and authorise Logicoil to arrange, through its own financial institution, a debit to my/our nominated account any amount Logicoil (<i>USER ID 305109</i>) has deemed payable by me/us.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BECS) 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 _____ 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 my/our Direct Debit Request, and providing us with a valid instruction to debit my/our account, I/we have understood and agreed to the terms and conditions governing the debit arrangements between me/us and Logicoil as set out in this Request and in your Direct Debit Request Service Agreement.</p>
Insert your signature and address	<p>Signature _____ (If signing for a company, sign and print full name and capacity for signing e.g., director)</p> <p>Address _____ _____</p> <p>Date ___ / ___ / ___</p> <p>Signature _____ (If signing for a company, sign and print full name and capacity for signing e.g., director)</p> <p>Address _____ _____</p> <p>Date ___ / ___ / ___</p>



Direct Debit Request Service Agreement

ABN: 94 136 844 007

Head Office
7 Westlink Court
Altona VIC 3018
PH: 03 9931 5303 FAX: 03 8360 9790



The following is your Direct Debit Service Agreement with **Logicoil**. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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 form.

<p>Definitions</p>	<p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>us or we means Logicoil, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
<p>1. Debiting your account</p>	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
<p>2. Amendments by us</p>	<p>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.</p>

<p>3. Amendments by you</p>	<p>3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by writing to:</p> <p style="text-align: center;">Logicoil PO Box 172, Laverton Victoria 3028</p> <p style="text-align: center;"><i>or</i></p> <p>by telephoning us on 03 8360 1600 during business hours;</p>
<p>4. Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and (c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>. <p>4.3 You should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p> <p>4.4 If Logicoil is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay Logicoil on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p>5 Dispute</p>	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on 03 8360 1600 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p> <p>5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between you and us. If we cannot resolve the matter you can still refer it to your Financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.</p>

<p>6. Accounts</p>	<p><i>You should check:</i></p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your account details</i> which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and (c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.
<p>7. Confidentiality</p>	<p>7.1 <i>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.</i></p> <p>7.2 <i>We will only disclose information that we have about you:</i></p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 <i>If you wish to notify us in writing about anything relating to this agreement, you should write to</i></p> <p style="margin-left: 40px;">Logicoil PO Box 172, Laverton Victoria 3028</p> <p>8.2 <i>We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.</i></p> <p>8.3 <i>Any notice will be deemed to have been received on the third banking day after posting.</i></p>

Comments Section (where applicable)