



APPLICATION FOR COMMERCIAL CREDIT

The Customer described in this document (**Customer, you**) applies to Mattben Pty Ltd (ACN 104 515 568) (**Supplier, we, us**) to supply Goods and Services on credit on the terms set out in this document.

Please ensure you have completed all parts of this document before you submit your application. **A failure to complete any part of this document, or to sign this document, may result in delays in processing your application or its rejection.**

Customer Details

Operating Structure:	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Partnership	<input type="checkbox"/> Private Co.	<input type="checkbox"/> Public Co.	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
Name of Entity / Trustee:						
Trading Name (if any):						
Trust Name (if a trust):						
ACN (if applicable):			ABN / Trust ABN:			
Business Address:						
Postal Address:						
Business Telephone:						
Business Email Address:						
Date Business Commenced:			Nature of Business:			
Purchasing Contact:			Telephone No.:			
Email Address:						
Accounts Payable Contact:			Telephone No.:			
Email Address:						

Credit Details

Estimated Monthly Spend:	\$	Credit Limit Requested:	\$
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Details of Sole Trader / Directors / Partners

Full Name:			Date of Birth:	
Mobile No.:			Driver's Licence No.:	
Email Address:				
Residential Address:				

Full Name:			Date of Birth:	
Mobile No.:			Driver's Licence No.:	
Email Address:				
Residential Address:				

Please attach a list if there are additional partners or directors. Please provide a copy of the driver's licence (front and back) for each of the above-named persons.

Trade References

Business Name:		Telephone No.:	
Contact Person:			
Email Address:			

Business Name:		Telephone No.:	
Contact Person:			
Email Address:			

Business Name:		Telephone No.:	
Contact Person:			
Email Address:			

Declaration and Execution

Each signatory to this document warrants that they, on behalf of the Customer:

- need only sign this document if they are seeking to trade on credit terms;
- have read, understand, and agree to the **Privacy Statement**;
- have read, understand, and agree to the **Credit Facility Terms**;
- have read, understand, and agree to the **Terms of Trade**, which may be found at <https://westernfuelsgroup.com.au/> or upon request by email to ar@westernfuelsgroup.com.au;
- acknowledge and agree that this document is an agreement incorporating each of the above documents (**Credit Application**);
- understand that if the Customer is a company that the establishment of a credit facility may be conditional upon the Customer's directors each executing the **Deed of Guarantee and Indemnity**; and
- have had the opportunity to obtain independent legal advice prior to signing this Credit Application and (if applicable) the Deed of Guarantee and Indemnity and have either obtained that advice or chosen not to obtain it.

Consent to Privacy Statement

Additionally, each signatory to this document warrants that they, as an individual, have read, understand, and agree to the Privacy Statement as if the references in that document to "you" were a reference to each signatory.

This means that you consent to us: collecting your personal information, undertaking searches, and using your credit information, as set out in the Privacy Statement.

Declaration of Purpose for Which Credit is Sought

I/We declare that the credit sought by the Customer from the Supplier is to be applied wholly or predominantly for business purposes or investment purposes other than investment in residential property.

IMPORTANT

You should **only** sign this declaration if this credit is wholly or predominantly for business purposes or investment purposes other than investment in residential property.
By signing this declaration you may **lose** your protection under the National Credit Code

Signature: _____	Signature: _____
Full Name (please print): _____	Full Name (please print): _____
Title / Position: _____	Title / Position: _____
Date: _____	Date: _____

**WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT.
YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.**

Office Use Only

The Customer's application is approved. Signed on behalf of the Supplier:

Signature: _____	Title / Position: _____
Full Name (please print): _____	Date: _____
Account No. / Reference: _____	Credit Limit: \$ _____

Privacy Statement

1 Use of Personal Information

- 1.1 We cannot extend credit without acquiring and using personal information.
- 1.2 We may collect and use your personal information for:
 - (a) our primary purposes, which include, but are not limited to, providing goods and services to you, obtaining your credit report, contacting your trade references, assessing your application for commercial credit, reviewing your credit terms, assessing your credit worthiness, assessing credit guarantees (current and prospective), reporting upon overdue payments, and collecting overdue payments due to us, and matters reasonably necessary in complying with your requests (together, **Primary Purposes**); and
 - (b) purposes other than our Primary Purposes.
- 1.3 If you sign and send to us:
 - (a) the Credit Application as a Customer; or
 - (b) the Deed of Guarantee and Indemnity as a Guarantor;then:
 - (c) you will be providing personal information to us; and
 - (d) you:
 - (i) are accepting the terms of this Privacy Statement; and
 - (ii) you consent to use undertaking the searches set out herein.

2 Application of Privacy Statement

This Privacy Statement encompasses consents, notifications, and disclosures under, or in relation to, the *Privacy Act 1988* (Cth) (**Privacy Act**).

3 Information requests

- 3.1 'Information Request' has the same meaning given to this term by section 6R of the Privacy Act and includes information:
 - (a) that is sought by us;
 - (b) about you;
 - (c) from a credit reporting body; and
 - (d) in connection with:
 - (i) an application for commercial credit; or
 - (ii) a credit guarantee purpose.
- 3.2 You acknowledge and agree that where we have made a disclosure to a credit reporting body and that disclosure comprises an Information Request:
 - (a) your consent is not required for us to make the disclosure;
 - (b) a record of the disclosure may be used by a credit reporting body or a credit provider for the purposes of assessing your credit worthiness (including calculating your credit score or credit rating); and
 - (c) disclosures made by us (or other credit providers) can affect your credit scores or credit ratings calculated by credit reporting bodies.

4 Notifiable matters

- 4.1 Subject to clause 5, our obligation under section 21C(1) of the Privacy Act to notify you of certain matters does not require us to obtain your consent where we disclose information to a credit reporting body.
- 4.2 Credit reporting bodies may include information disclosed by us (or the actual number or frequency of Information Requests made by us) in reports provided to us or other credit providers to assist them to assess your credit worthiness.
- 4.3 Where you fail to meet your payment obligations we may be entitled to disclose this information to a credit reporting body.
- 4.4 You may at any time:
 - (a) request access to personal information or credit information that we hold about you;
 - (b) request that we correct or amend personal information or credit information that we hold about you; and
 - (c) make a complaint to us in accordance with our privacy policy and credit reporting policy which are available at any time upon request or can be found at the following link: <https://westernfuelsgroup.com.au/>
- 4.5 You may also, at any time, request that a credit reporting body does not use your credit reporting information:
 - (a) for pre-screening of direct marketing by a credit provider; or
 - (b) for any purpose where you believe on reasonable grounds that you are or will likely become a victim of fraud with respect to the credit information.

5 Specific consents

- 5.1 You consent to us, to the extent permitted by law, collecting, using, and disclosing your personal information for our Primary Purposes.

- 5.2 You also consent to us undertaking the below enquiries and disclosures pursuant to the following sections and items of the Privacy Act:
 - (a) obtaining a copy of your credit report from a credit reporting body for a commercial credit related purpose (item 2 of section 20F(1));
 - (b) obtaining a copy of your credit report from a credit reporting body for a credit guarantee purpose (item 3 of section 20F(1));
 - (c) obtaining a copy of your credit report from a credit reporting body for a trade insurance purpose (item 8 of section 20F(1));
 - (d) disclosing credit eligibility information about you to other credit providers (section 21J(1) or 21K(1)); and
 - (e) disclosing credit eligibility information about you to another entity and/or its professional legal or financial advisers where the recipient proposes to use that information for the purposes described in section 21N(3) of the Privacy Act (section 21N(2)).
- 5.3 You also consent to us collecting, using, and disclosing your personal information (including sensitive information), for purposes other than our Primary Purposes, including, but not limited to, internal management purposes, marketing (including direct marketing), and sales and business development purposes.
- 5.4 Where you or a person on your behalf, requests that we increase the Customer's credit limit, you consent to us undertaking the searches set out herein.
- 5.5 You acknowledge and agree that:
 - (a) the consents set out in this Privacy Statement are given as continuing consents; and
 - (b) you may withdraw your consent at any time by notifying us.
- 5.6 Where you have withdrawn your consent pursuant to clause 5.5(b), we may be unable to:
 - (a) continue to extend credit; or
 - (b) increase credit limits.

6 Disclosure to credit reporting bodies

- 6.1 You consent to us, to the extent permitted by section 21D of the Privacy Act, disclosing your credit information to any or all of the following credit reporting bodies and their successors and assigns.
 - (a) Equifax Australia: GPO Box 94, North Sydney NSW 2059, www.equifax.com.au, 13 8332.
 - (b) Creditor Watch: GPO Box 276, Sydney NSW 2001, <https://creditorwatch.com.au>, 1300 501 312.
 - (c) NCI: PO Box 3315, Rundle Mall SA 5000, <https://nci.com.au>, 1800 882 820.
 - (d) Illion: PO Box 7405, St Kilda Road, Melbourne VIC 3004, <https://www.illion.com.au>, 13 23 33.
 - (e) Experian: GPO Box 1969, North Sydney NSW 2060, <https://www.experian.com.au>, (02) 8907 7200.
- 6.2 Our credit reporting policy contains a statement of notifiable matters in accordance with section 21C of the Privacy Act and section 4(4) of the *Privacy (Credit Reporting Code) 2025* (Cth) (**Credit Reporting Code**).

7 Disclosure to third parties

- 7.1 You consent to us disclosing your personal information (including your credit information) to our subsidiaries, employees, agents, and related bodies corporate, past, present, the credit reporting bodies noted above, any trade credit bureau of which we are a member, your trade references, our insurance providers, the related bodies corporate of the preceding entities, and overseas recipients.
- 7.2 By reason of your consent to the disclosure to overseas recipients pursuant to clause 7.1 of this Privacy Statement, Australian Privacy Principle 8.1 will not apply to our dealings with your personal information.

8 Our privacy policy and credit reporting policy

- 8.1 A copy of our privacy policy and credit reporting policy can be obtained from our website (<https://westernfuelsgroup.com.au/>) or by making a request in writing directed to our privacy officer.
- 8.2 Our privacy policy and credit reporting policy contain information about how to access and seek correction of your personal information and credit-related personal information, or how to complain about a breach of the Privacy Act, the Credit Reporting Code, or the Australian Privacy Principles, and how we will deal with any such complaint.

9 Credit default reporting

- 9.1 You acknowledge and agree that (without limiting our rights or obligations at law):
 - (a) we may be required by our insurers to report credit defaults or declare any overdue invoices and accounts that remain owing to us; and
 - (b) we will endeavour to provide you reasonable notice before submitting any declaration or report credit defaults by you. This is aimed at providing you with the opportunity to address any outstanding payments, or otherwise discuss challenges you may be facing.

Credit Facility Terms (“Credit Terms”)

1 The effect of the Credit Application

- 1.1 We may extend you credit if:
- (a) we receive a completed Credit Application from you on terms which are satisfactory to us; and
 - (b) we consider, in our sole discretion, that your application ought to be approved.
- 1.2 You acknowledge that any credit we may approve under clause 1.1 will be subject to these Credit Terms which (together with the Privacy Statement and the Terms of Trade and Conditions of Cartage (incorporated under clause 2)) are incorporated into the Credit Application.
- 1.3 If you wish to negotiate the terms of the credit facility or otherwise any terms incorporated in the Credit Application, you should respond to us marking up the terms you seek, and drawing those changes to our attention and obtain our agreement in writing.

2 Incorporation of our Terms of Trade and Conditions of Cartage

- 2.1 By applying for a credit facility with us, you:
- (a) warrant that you have read and understand our Terms of Trade and Conditions of Cartage, which may be found at <https://westernfuelsgroup.com.au/> and are available upon request at any time by email to ar@westernfuelsgroup.com.au;
 - (b) acknowledge that our Terms of Trade and Conditions of Cartage are incorporated into these Credit Terms and continue to apply to trade on your credit facility; and
 - (c) agree to be bound by our Terms of Trade and Conditions of Cartage.

3 Payment terms

- 3.1 Charges on your approved credit facility must be paid:
- (a) fourteen (14) days from the date of the invoice (or such other terms as nominated by us in writing at the time we establish your credit facility); and
 - (b) without deduction or setoff.

4 Unauthorised use of your credit facility

- 4.1 You are solely responsible for ensuring there is no unauthorised use of your credit account. You must keep details of your credit facility with us confidential, including your account number, and treat it like a banking PIN or password.
- 4.2 If you become aware that your credit facility is, or may be, the subject of unauthorised use, you must:
- (a) notify us in writing as soon as possible via email to ar@westernfuelsgroup.com.au; and
 - (b) provide us with any information you have regarding the misuse or potential unauthorised use of your credit account.
- 4.3 You will be liable for charges that you have not authorised to your credit account unless:
- (a) we had actual knowledge that they were unauthorised; or
 - (b) you have notified us in accordance with clause 4.2.

5 Credit remains at our discretion

- 5.1 Your account will be ascribed a credit limit, which you must not exceed.
- 5.2 At our sole discretion we may:
- (a) extend, or refuse, credit to you for any reason;
 - (b) provide you with credit in excess of your credit limit; and
 - (c) cease to provide further credit even if your credit limit has not been, or will not be, exceeded.
- 5.3 We may close your credit facility if you do not use it for six (6) months.

6 Variations

- 6.1 We may increase or decrease your account credit limit by written notice to you effective immediately.
- 6.2 If:
- (a) we decrease your credit limit by giving notice pursuant to clause 6.1; and
 - (b) your credit facility would fall into default as a consequence by reason of that notice,
- then we will not treat this as an event of default.
- 6.3 From time to time, we may otherwise amend our Credit Facility Terms with you, in which case:
- (a) we will give you at least fourteen (14) days' written notice of the change; and
 - (b) your credit facility will be subject to those amended terms in respect of any further supplies made after the fourteen (14) day period has expired unless you have issued a written notice to us reasonably objecting to the varied terms within the fourteen (14) day period.

7 Default

- 7.1 Your credit facility will be in default if any of the below events occur.

- (a) You fail to pay any sums to us when they fall due.
 - (b) Your account balance exceeds the amount we have identified as your credit limit and clause 6.2 does not apply.
 - (c) Any corporate entity that is a Customer or Guarantor is the subject of the appointment of administrators, liquidators, receivers, provisional liquidators or enters into an arrangement or compromise with creditors.
 - (d) Any individual person that is a Customer or Guarantor commits an act of bankruptcy.
 - (e) You have given us information in support of your credit account which is false or misleading.
 - (f) You breach an obligation under our Terms of Trade and Conditions of Cartage.
- 7.2 If your credit facility is in default, then:
- (a) we may temporarily suspend your credit account;
 - (b) we may give you a notice requiring that all charges on your credit facility may, at our election, fall immediately due and payable, notwithstanding clause 3; and
 - (c) we may close your credit facility.

8 Charge over your real and personal property

- 8.1 As security for the sums you owe, or may owe, us, you charge in our favour all of your estate and interest in:
- (a) any real property (i.e. any house or land); and
 - (b) personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items),
- whether:
- (c) such property is held in your own right or in your capacity as trustee;
 - (d) you own the property at present or later acquire it; and
 - (e) wherever it is situated.
- 8.2 You irrevocably appoint our company secretary from time to time as your duly constituted attorney to execute in your name a real property mortgage, general or specific security agreement, bill of sale, or consent to any caveat upon written notice and demand to you.
- 8.3 If you have previously entered into an agreement with us by which you have granted a charge, mortgage, or other security interest in respect of your property then those security interests will continue and will co-exist with the security interests created in these Credit Terms and will secure all of your indebtedness and obligations hereunder. We may, at our election and upon the provision of written notice, vary the terms of such previous charges, mortgages, or other securities to reflect these Credit Terms.
- 8.4 You acknowledge that:
- (a) you have read and understood this clause 8; and
 - (b) this clause 8 is necessary to protect our legitimate interests including having regard to:
 - (i) the risk that retention of title and personal guarantees (if applicable in the Credit Application) may not in substance, provide adequate protection to us;
 - (ii) the terms of any credit we may approve under clause 1.1 are given on the basis that this clause 8 would apply, and if that were not the case, we would not have given the same credit terms; and
 - (iii) the risk of your insolvency given the nature of the industry in which you and we operate.

9 Waiver

A waiver of any provision of these Credit Terms will only be effective if made by the affected party in writing.

10 Entire agreement

- 10.1 You warrant that if you have entered into these Credit Terms in reliance upon any oral understanding or representation that you have written such matters on the Credit Application and brought them to our attention in accordance with clause 1.3.
- 10.2 Otherwise, these Credit Terms (together with all terms incorporated in the Credit Application):
- (a) constitutes the entire agreement and understanding between the Parties in relation to its subject matter;
 - (b) excludes all implied terms; and
 - (c) supersedes all previous negotiations, understandings, representations, and warranties.
- 10.3 Notwithstanding clauses 10.1 and 10.2, where you have previously entered into a credit agreement with us (**Original Agreement**), these Credit Terms will constitute a variation of the Original Agreement whereby the terms the Original Agreement are deleted and replaced with these Credit Terms, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by these Credit Terms, in which case they will co-exist with these Credit Terms and, to the extent of any inconsistency, these Credit Terms will prevail.

Deed of Guarantee and Indemnity

To: Mattben Pty Ltd (ACN 104 515 568) (Supplier)

1 Consideration

The Guarantors warrant and agree that they have read and agree to the Credit Terms and the Terms of Trade and Conditions of Cartage:

- (a) incorporated in the Credit Application; and
- (b) credit sought by the Customer from the Supplier:
 - (i) was the subject of their request; and
 - (ii) would confer a direct or indirect benefit upon them, if granted.

2 Guarantee

- 2.1 The Guarantors unconditionally guarantee to the Supplier the due and punctual payment by the Customer of all monies and obligations which the Customer owes, or may owe, to the Supplier, either alone, jointly, severally, or jointly and severally with another person, now, or from time to time, including liabilities which the Customer owes actually or as contingent liabilities.
- 2.2 The Guarantors must pay such money immediately upon demand.
- 2.3 The guarantee in clause 2.1 is a continuing guarantee and remains in force until the Customer's obligations have been paid and performed in full and any contingent liability that might exist is otherwise secured.
- 2.4 This deed binds each of the persons executing it even if one or more of the persons named in this deed does not execute, or ceases to be bound by, this deed.

3 Guarantors' obligations

- 3.1 The Guarantors' obligations are principal obligations and are not ancillary or collateral to any other right or obligation.
- 3.2 The Supplier is not obligated to proceed against the Customer or exhaust its remedies against the Customer before proceeding under this deed.
- 3.3 The Guarantors' obligations are absolute, unconditional, and irrevocable, and are not affected by any act or omission which might otherwise affect it at law or in equity, including:
 - (a) any indulgence of time, waiver, or other concession granted to the Customer or any Guarantor;
 - (b) the release of any Guarantor;
 - (c) any incapacity of any Guarantor;
 - (d) any insolvency or similar proceedings;
 - (e) any person named in this deed as Guarantor failing to execute this deed;
 - (f) by any other act, matter, or thing which under the law relating to sureties would or might but for this provision release the Guarantors or any of the Guarantors from all or any part of their obligations under this deed;
 - (g) any security now or in the future held or contemplated to be held by the Supplier not being held by the Supplier; or
 - (h) any act or omission of the Supplier that has had the effect that the liability under this deed has increased.

4 Indemnity

As a separate obligation, the Guarantors indemnify the Supplier from and against all damage, loss, and costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that the Supplier may suffer or incur as a result of any liability the Supplier has to a liquidator or trustee appointed for any voidable or antecedent transactions for any payment received by the Supplier in respect of the Customer such that if such monies are to be repaid then that sum is to be treated as though it was never paid by the Customer.

5 Limitations on Guarantors' rights

- 5.1 Until the entirety of all obligations of the Customer have been paid or satisfied in full, the Guarantors must not (except with the Supplier's prior written consent), directly or indirectly:
 - (a) take any steps to recover or enforce any right or claim against the Customer relating to any sum paid by any Guarantor under this deed;
 - (b) claim any contribution from, or exercise any right of subrogation against, the Customer or any other Guarantor; or
 - (c) claim or receive the benefit of any distribution, dividend, or payment arising out of, or relating to, the insolvency of the Customer or any other person liable jointly or severally with the Customer.
- 5.2 If the Guarantors receive any benefit, payment, or distribution, they undertake to hold that benefit, payment, or distribution for the benefit of the Supplier and to promptly pay or transfer the same to the Supplier.

6 Charge over real and personal property

- 6.1 As security for the sums the Guarantors owe the Supplier, the Guarantors charge in the Supplier's favour all their estate and interest in:
 - (a) any real property (i.e. any house or land); and
 - (b) personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items),whether:
 - (c) such property is held in the Guarantors' own right or in their capacity as trustee;
 - (d) such property is owned solely or jointly with another person;
 - (e) the Guarantors own the property at present or later acquire it; and
 - (f) wherever it is situated.
- 6.2 The Guarantors irrevocably appoint the Supplier's company secretary from time to time as their duly constituted attorney to execute in the name of the Guarantors a real property mortgage, general or specific security agreement, bill of sale, or consent to any caveat upon written notice and demand to the Guarantors.
- 6.3 If the Guarantors have previously entered into an agreement with the Supplier conferring a security interest, then those security interests will continue and will co-exist with the security interests created in this deed and will secure all of the Guarantors' indebtedness and obligations hereunder.
- 6.4 The Guarantors acknowledge that:
 - (a) they have read and understood this clause 6; and
 - (b) this clause 6 is necessary to protect the Supplier's legitimate interests including having regard to:
 - (i) the risk that retention of title and other security provided by the Customer or other parties may not in substance, provide adequate protection to the Supplier;
 - (ii) the terms of any credit the Supplier may approve under the Credit Application are given on the basis that this clause 6 would apply, and if that were not the case, the Supplier would not have given the same credit terms; and
 - (iii) the risk of insolvency given the nature of the industry in which the Customer and the Supplier operate.

7 Security interest

- 7.1 The Guarantors:
 - (a) waive their right to receive a copy of any verification statement in accordance with section 157 of the *Personal Property Securities Act 2009* (Cth) (**PPS Act**); and
 - (b) agree that, to the extent permitted by the PPS Act:
 - (i) sections 95, 96, 117, 118, 120, 121(4), 123, 125, 126, 128, 129, 130, 132, 134, 135, 142, and 143 of the PPS Act do not apply and are hereby contracted out of; and
 - (ii) waive their right to receive notices under sections 95, 118, 121(4), 127, 130, 132(3)(d), and 132(4) of the PPS Act.
- 7.2 The Supplier needs not disclose information of the kind detailed in section 275(1) of the PPS Act, unless required by law.
- 7.3 Where the Supplier has rights in addition to those under Part 4 of the PPS Act, those rights continue to apply.

8 Severance

If any provision of this deed is illegal, invalid, or unenforceable, it must be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from this deed and the remaining provisions will not be affected, prejudiced, or impaired by such severance.

9 Governing law and jurisdiction

This deed is governed by and must be construed according to the law applying in the State of Western Australia.

10 Release of Guarantor

- 10.1 Notwithstanding any agreement or understanding to the contrary, the Guarantors are only released from their obligations under this deed when the Supplier has given its written consent and such consent is evidenced in a properly executed instrument such as a deed of release, or formal letter signed by the Supplier.

Declaration and Execution

Each signatory to this Deed of Guarantee and Indemnity warrants and agrees that they:

- need not sign the Deed of Guarantee and Indemnity if they are not seeking credit on behalf of the Customer;
- agree to the terms of the **Privacy Statement**, contained within this document, as if the references to “you” were a reference to each Guarantor;
- have read and understand the **Credit Facility Terms**, which are contained in the Credit Application;
- have read and understand the **Terms of Trade** and **Conditions of Cartage**, which may be found at <https://westernfuelsgroup.com.au/> or upon request by email to ar@westernfuelsgroup.com.au; and
- have had the opportunity to obtain independent legal advice prior to signing this Deed of Guarantee and Indemnity and have either obtained that advice or chosen not to obtain it.

Signed Sealed, and Delivered as a Deed Poll by:

Signature: _____	Signature: _____
Full Name (please print): _____	Full Name (please print): _____
Witness Signature: _____	Witness Signature: _____
Witness Full Name (please print): _____	Witness Full Name (please print): _____
Date: _____	Date: _____

**WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT.
YOU SHOULD OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.**

WFG Card WFG Card Terms (“WFG Card Terms”)

11 Application of WFG Card Terms

- 11.1 These WFG Card Terms govern your and each Cardholder's use of WFG Cards.
- 11.2 By applying for one or more WFG Cards, you will be deemed to have accepted these WFG Card Terms.
- 11.3 These WFG Card Terms are to be read together with any terms governing your Application for Commercial Credit, WFG Card WFG Card Terms and, our Terms of Trade, and any supply agreement. If there is any conflict or inconsistency between any of the documents which together govern the relationship between the parties, it is agreed the order of precedence will be (highest to lowest):
- any terms governing your Credit Facility;
 - these WFG Card Terms;
 - any supply agreement between the parties; and
 - our Terms of Trade.

12 Use of WFG Cards

- 12.1 If we grant you a Credit Facility, we will, subject to clause 12.2, issue you any WFG Cards you have applied for.
- 12.2 We may refuse to issue a WFG Card to any person nominated by you to be a Cardholder for any reason (and without any requirement to provide any reason).
- 12.3 From time to time, we may issue additional WFG Cards at your request.
- 12.4 You acknowledge and agree that a WFG Card is a charge card and not a credit card and all amounts charged using a WFG Card will be charged to your Credit Facility.
- 12.5 Each WFG Card remains our property and must not be altered or defaced.
- 12.6 A WFG Card:
- may only be used by the relevant Cardholder and, where there is an Approved Vehicle, may only be used in respect of that Approved Vehicle;
 - may only be used to purchase Goods from us at the Distributor's Site or from any Authorised Supplier's site (as the case may be), subject to any limitations or markings specified on the WFG Card (e.g. listed vehicle registrations only);
 - may not be used outside the validity period stated on it;
 - is not transferrable;
 - may not be used if we have temporarily suspended your Credit Account or closed your Credit Facility; and
 - may be rejected by an Authorised Supplier in their sole discretion.
- 12.7 Upon completion of a Transaction, the relevant Cardholder will be issued with a receipt or sales voucher, which will be deemed to be prima facie evidence of the Transaction. It is the responsibility of the Cardholder to ensure that the details of the Transaction are accurately recorded on the receipt or sales voucher.
- 12.8 We or any Authorised Supplier may require a Cardholder to sign receipts, sales vouchers, sales dockets, or other document as evidence of a Transaction.
- 12.9 It is the obligation of the Customer or Cardholder to collect and retain receipts, sales vouchers, sales dockets or other documents issued at the time Goods are purchased.
- 12.10 Where a WFG Card Transaction is completed manually at a Distributor's Site, the Customer or Authorised User must sign the sales docket.
- 12.11 We reserve the right to cancel or suspend any WFG Card at any time.
- 12.12 If:
- we cancel a WFG Card;
 - you determine you no longer need a WFG Card; or
 - a Cardholder leaves your employment or ceases to be authorised to use a WFG Card,
- then you must immediately cut the WFG Card in half and, if we direct you to do so, promptly return it to us.
- 12.13 If your Credit Account is closed, then you must immediately cut in half all WFG Cards linked to your Credit Account and, if we direct you to do so, promptly return them to us.

13 PIN

If a PIN is issued with a WFG Card, the Cardholder must use the PIN when using the WFG Card at the Distributor's Site. The Cardholder must ensure that the PIN is only used by the Cardholder and not disclosed directly or indirectly to any person not authorised by us to use the WFG Card.

14 Unauthorised WFG Card Use

- 14.1 Unless we have received the Customer's or Cardholder's notification in writing of loss, theft, or possible unauthorised use of a WFG Card, the Customer authorises us to debit the Customer's WFG Card account with every purchase of Goods made by a person presenting a WFG Card at the Distributor's Site to whom the Goods were supplied, including where a Customer exceeds any Transaction limit set by us or the Customer.
- 14.2 You must not allow a WFG Card to be used for an unlawful purpose or by anyone other than a Cardholder.
- 14.3 If you become aware that a WFG Card is, or may be, the subject of unauthorised use, you must:
- notify us in writing as soon as possible via email to info@westernfuelsgroup.com.au; and
 - provide us with any information you have regarding the misuse or potential unauthorised use of any WFG Card.

15 Motor Fuels and Shell LPG

- 15.1 The GST inclusive price for Motor Fuels and Shell LPG is the GST inclusive pump price at the time the fuel is purchased from the Distributor's Site less any agreed discount (expressed on a GST inclusive basis).
- 15.2 The GST inclusive price for all other Goods and Services is the GST inclusive retail price at the time the item is purchased from the Distributor's Site.
- 15.3 The GST inclusive price for Non-Shell LPG is the GST inclusive pump price at the time the Non-Shell LPG is purchased from the Distributor's Site.

16 Commissions

The Customer acknowledges that WFG may give or receive commissions, volume discounts, fees and other benefits in connection with the supply of Products to the Customer.

17 Fees and charges

- 17.1 We will issue you a Statement for Transactions, a transaction report of the Accountholder's WFG Card account (detailing the Accountholder's WFG Card purchases and any applicable charges) together with a tax invoice and any other fees and charges you are liable to pay to us at the end of each month, or as agreed otherwise.
- 17.2 In addition to the fees and charges you must pay to us in accordance with our Credit Facility Terms, we may charge your Credit Account with the following fees and charges:
- a monthly fee for each WFG Card supplied to you;
 - a one-off fee to issue any new, additional, or replacement WFG Card; and
 - any other fees listed in our prevailing schedule of fees and charges (as updated from time to time).

18 GST

- 18.1 Except where a Taxable Supply is expressly stated to be inclusive of GST, if a Taxable Supply is made under these WFG Card Terms by either the Customer or WFG, the party which made the supply (the "Supplying Party") may in addition to the amount payable under these Terms and Conditions recover from the other party (the "Receiving Party") an additional amount on account of GST, calculated by multiplying the amount payable by the GST Rate (within the meaning of the GST Law, being 10% currently).
- 18.2 Where a Taxable Supply is made under these WFG Card Terms the Supplying Party shall issue to the Receiving Party a Tax Invoice or an Adjustment Note, as applicable, in accordance with the GST Law.
- 18.3 If there is a change in the GST Rate, then any amount payable which is stated to be inclusive of GST shall be increased or decreased by an appropriate amount so that the Supplying Party receives the same amount (after remittance of GST) as it would have received at the GST Rate prevailing before the change.
- 18.4 In these WFG Card Terms, "GST", "GST Law", "GST Rate", "Taxable Supply", "Tax Invoice" and "Adjustment Note" have the meanings given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), as amended.

19 WFG Card Invoice and Statement

- 19.1 We will issue after the end of the month or other agreed period ("Billing Period"), a transaction report of your WFG Card account, detailing your WFG Card purchases and any applicable charges, together with a tax invoice.
- 19.2 You will pay the amount shown on the tax invoice no later than the 14th or 21st day following the end of the Billing Period, or by such other date as agreed in writing (the "Due Date"). You must pay the amount shown on the tax invoice in full without any set off, counter claim or withholding.

- 19.3 Payment will be made by means of an automatic bank debit by WFG of the your bank account pursuant to the relevant Direct Debit Request Service Agreement.
- 19.4 If any amounts are not paid by the Due Date, then, on notification by us, the balance of your account (including purchases made in the current Billing Period) will become immediately payable and interest shall be payable in accordance with our Terms of Trade.

20 Privacy and Data Protection

- 20.1 Where WFG receives, collects or handles Personal Information in the course of processing and administering the Customer's WFG Card, WFG shall ensure that it has taken and continues to take all reasonable technical and organisational measures against unauthorised or unlawful processing or disclosure of the Personal Information.
- 20.2 All Personal Information collected by WFG will be treated in accordance with the *Privacy Act 1988* (Cth) and WFG's Privacy Policy which may be found at www.westernfuelgroup.com.au or is available upon request at any time info@westernfuelsgroup.com.au.
- 20.3 The Customer acknowledges that it consented to the use by WFG of its Personal Information in accordance with the Privacy Statement in the Credit Account Application.

21 Customer enquiries

You may contact us, in the manner advised by us from time to time, to enquire about or clarify details of any matter relating to any Statement you receive.

22 Variation

We may amend these WFG Card Terms in the future by notifying you in writing. The amended WFG Card Terms will thereafter apply to each Transaction you or a Cardholder make unless you earlier give us written notice in advance of any such further Transactions.

23 Definitions

In these WFG Card Terms, unless the context otherwise requires, the following definitions apply.

- 23.1 **Authorised Supplier** means a supplier authorised by us to supply Goods to Cardholders upon production of a WFG Card.
- 23.2 **Approved Vehicle** means, in relation to a WFG Card, the vehicle (if any) specified on, or linked to, that WFG Card.
- 23.3 **Cardholder** means you and any person nominated and authorised by you from time to time to use a WFG Card.
- 23.4 **Credit Account** means the commercial credit account opened by us in your name to operate the Credit Facility.
- 23.5 **Credit Facility** means, where applicable, a credit facility granted by us to you to acquire Goods and Services from us on commercial credit.

23.6 **Customer, you** means a person or other entity who we have granted a Credit Facility to.

23.7 **Distributor, we, us** means Mattben Pty Ltd (ACN 104 515 568).

23.8 **Distributor's Site** means, such sites within our network of retail service stations, as advised by us from time to time.

23.9 **Goods** has the same meaning given to this term in our Terms of Trade.

23.10 **Motor Fuels** means un-leaded, unleaded E10, Unleaded 95, premium unleaded, V-Power, liquefied natural gas (LNG) and diesel fuel (on-road use only), together with other motor fuels nominated from time to time as available on the Customer's WFG Card at the Distributor's Site.

23.11 **Personal Information** has the same meaning given to this term as in the *Privacy Act 1988* (Cth), as amended.

23.12 **PIN** means a 4-digit personal identification number.

23.13 **Statement** means a monthly invoice to be issued by us to you in respect of the Transactions made during that month.

23.14 **Terms of Trade** means our Terms of Trade, a copy of which may be found at <https://westernfuelsgroup.com.au/> or upon request by email to ar@westernfuelsgroup.com.au.

23.15 **Transaction** means a transaction whereby a WFG Card is used by a Cardholder to purchase Goods from us and/or any Authorised Supplier (as the case may be), as authorised by the Distributor.

23.16 **WFG Card** means an embossed plastic card with an encoded magnetic strip issued by us or by Affinity for use at the Distributor's Site and/or the site of any Authorised Supplier (as the case may be) and includes WFG Cards.

24 Interpretation

In these WFG Card Terms, unless the context otherwise requires:

- 24.1 \$, dollar, or AUD is a reference to the lawful currency of Australia.
- 24.2 A party includes a reference to that person's executors, administrators, successors, substitutes (including a person who becomes a party by novation), assigns, and in the case of a trustee, includes any substituted or additional trustee.
- 24.3 A right includes a benefit, remedy, authority, discretion, or power.
- 24.4 The singular includes the plural and vice versa, and a gender includes other genders.
- 24.5 "In writing" or "written" means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- 24.6 If a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning.
- 24.7 Words such as "includes", "including", and "for example" are not words of limitation and are to be construed as though followed by the words "without limitation".
- 24.8 A term of an agreement in favour of two or more persons is for the benefit of them jointly and each of them separately.

Declaration and Execution

Account Number

Account Name

Address

Each signatory to this document warrants that they, on behalf of the Customer:

- applies for the provision of the WFG Card and the Star Card and provides the above information in support thereof;
- have read, understand, and agree to the **WFG Card WFG Card Terms** and (where applicable) the **Direct Debit Service Agreement** which are attached hereto or are available upon request by email to ar@westernfuelsgroup.com.au;
- have read, understand, and agree to the **Terms of Trade**, which may be found at <https://westernfuelsgroup.com.au/> or upon request by email to ar@westernfuelsgroup.com.au;
- (where applicable) have read, understand, and agree to the **Credit Facility Terms** governing your credit facility which are contained in the Customer's Credit Application and are available upon request by email to ar@westernfuelsgroup.com.au;
- are authorised to sign this application form on behalf of the applicant and the information given is true and correct to the best of my / our knowledge;

Signature: _____ Signature: _____

Full Name (please print): _____ Full Name (please print): _____

Title / Position: _____ Title / Position: _____

Date: _____ Date: _____



DIRECT DEBIT REQUEST AND AGREEMENT

Request and Authority to Debit the Account Named Below to Pay Mattben Pty Ltd (ACN 104 515 568)	
Request and Authority to Debit:	<p>Surname or Company Name: _____</p> <p>Given name(s) or ACN / ABN: _____</p> <p>Email address: _____</p> <p>Postal address: _____ (hereinafter, 'you')</p> <p>request and authorise Mattben Pty Ltd (ACN 104 515 568) (Supplier) to arrange, through its own financial institution, for any amount the Supplier may debit or charge you to be debited through the Electronic Clearing System from an Account held at the Financial Institution identified below and paid to the Supplier, 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>Financial Institution Address: _____</p>
Insert Details of Account to be Debited:	<p>Account Name: _____</p> <p>BSB Number: _____</p> <p>Account Number: _____</p>
Acknowledgment:	<p>By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and the Supplier as set out in this Request and in the Direct Debit Request Service Agreement attached to this Request.</p>
Payment Details:	<p>Debits may be made when amounts fall due for payment in accordance with your payment terms.</p>
Insert Your Signature and Address (if signing as an individual):	<p>Signature: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Date: _____</p>
Insert Your Signature and Address (if signing for a company):	<p>Signature: _____</p> <p>Name: _____</p> <p>Position / Title: _____</p> <p>Address: _____</p> <p>Date: _____</p>

Direct Debit Request Service Agreement (overleaf)

DIRECT DEBIT REQUEST AND AGREEMENT

Direct Debit Request Service Agreement

25 Debiting your account

- 25.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your Account. You should refer to the Direct Debit Request and this Agreement for the terms of the arrangement between us and you.
- 25.2 We will only arrange for funds to be debited from your Account as authorised in the Direct Debit Request. Or we will only arrange for funds to be debited from your Account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
- 25.3 If the Debit Day falls on a day that is not a Banking Day, we may direct your Financial Institution to debit your Account on the following Banking Day. If you are unsure about which day your Account has or will be debited you should ask your Financial Institution.

26 Amendments by us

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.

27 Amendments by you

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: Mattben Pty Ltd, 105 Harbour Road, Esperance WA 6450 or by email to ar@westernfuelsgroup.com.au or by phoning us on (08) 9071 0555 during business hours; or arranging it through your own Financial Institution, which is required to act promptly on your instructions.

***Note:** in relation to the above reference to 'change', your Financial Institution may 'change' your Debit Payment only to the extent of advising us of your new account details.

28 Your obligations

- 28.1 It is your responsibility to ensure that there are sufficient clear funds available in your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 28.2 If there are insufficient clear funds in your Account to meet a Debit Payment:
- you may be charged a fee and / or interest by your Financial Institution;
 - you may also incur fees or charges imposed or incurred by us; and
 - you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the Debit Payment.
- 28.3 You should check your Account statement to verify that the amounts debited from your Account are correct.

29 Disputes

- 29.1 If you believe that there has been an error in debiting your Account, you should notify us directly on (08) 9071 0555 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your Financial Institution.
- 29.2 If we conclude as a result of our investigations that your Account has been incorrectly debited we will respond to your query by arranging for your Financial Institution to adjust your Account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your Account has been adjusted.
- 29.3 If we conclude as a result of our investigations that your Account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

30 Refunds

- 30.1 Subject to the disputes processes set out in clause 29, if we agree that your account has been incorrectly debited, we may agree to refund your Account.

- 30.2 We will not under any circumstances arrange or effect refunds to any Account that is inconsistent with the Account details provided in this document.

31 Accounts

You should check:

- with your Financial Institution whether direct debiting is available from your Account as direct debiting is not available on all accounts offered by financial institutions.
- your Account details which you have provided to us are correct by checking them against a recent Account statement; and
- with your Financial Institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

32 Confidentiality

- 32.1 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.
- 32.2 We will only disclose information that we have about you:
- to the extent specifically required by law; or
 - for the purposes of this Agreement (including disclosing information in connection with any query or claim).

33 Notices

- 33.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to: Mattben Pty Ltd, 105 Harbour Road, Esperance WA 6450 or by email to ar@westernfuelsgroup.com.au
- 33.2 We will notify you by sending a notice in the ordinary post to the postal or email address you have given us in the Direct Debit Request.
- 33.3 Any notice will be deemed to have been received, if emailed, immediately, and if posted, on the third Banking Day after posting.

34 Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply.

- Account** means the account held at your Financial Institution from which we are authorised to arrange for funds to be debited.
- Agreement** means this Direct Debit Request Service Agreement.
- Banking Day** means a day that is not a Saturday, Sunday, or gazetted public holiday in Australia.
- Debit Day** means the day that payment by you to us is due.
- Debit Payment** means a particular transaction where a debit is made.
- Direct Debit Request** means the Direct Debit Request between us and you.
- Financial Institution** means the financial institution nominated by you on the Direct Debit Request at which the Account is maintained.
- Supplier, we, us** means Mattben Pty Ltd (ACN 104 515 568).
- You** means the Customer or other person who has signed or authorised by other means the Direct Debit Request.