



Hi-Tec Oil Traders Pty Ltd ABN 28 053 837 362
5 Tarlington Place, Smithfield NSW 2164
Correspondence: PO BOX 322, Castle Hill NSW 1765
Ph: 1300 796 009 | **(INT'L)** +61 2 9616 5700
Fax: +61 2 9604 1611 | **Email:** accounts@hi-tecoils.com.au

www.hi-tecoils.com.au



COMMERCIAL CREDIT TERMS OF TRADE

AGREED TRADING TERMS - 21 DAYS EOM

A Reference to “the Supplier” means Hi - Tec Oil Traders Pty Ltd ABN: 28 053 837 362. Please read the undermentioned terms carefully. If you do not understand these terms of trade you should seek legal advice.

1. agreed trading terms are 21 days, that is, payment is due **21 days EOM**.
2. The Customer hereby agrees & acknowledges that at the absolute discretion of the Supplier, an account keeping fee of 2% per month will be levied on any or all amounts in default of the agreed trading terms.
3. The Customer further agrees to indemnify the Supplier for any legal costs incurred by the Supplier (including but not limited to charges & commission charged by mercantile agents) in respect of this application, agreements, personal guarantees, securities given or other documentation required whilst credit is being offered in consequence of this application, and the Customer further agrees to indemnify the Supplier for any dishonoured cheque fees incurred and in the event that the Customer's account is in default of the agreed trading terms to indemnify the Supplier against its collection fees & legal costs.
4. The Supplier may withdraw credit facilities to the Customer at any time without notice. Without limiting the Suppliers rights to withdraw credit, the Supplier reserves the right to stop supply & place the account on hold until the account is returned to the agreed trading terms, and the Supplier agrees to recommence supply.
5. These Terms of Trade apply to all transactions from which the Customer is supplied goods & or services on credit. If any future contract between the Supplier & the Customer is inconsistent with these Terms of Trade, then these Terms of Trade will apply unless the subsequent contract refers to and specifically alters these Terms of Trade in writing.
6. Should there be any variation to any of the information supplied by the Customer in this application or in the structure of the Customer's business (such as a conversion to or from a company or trust or the appointment of new directors), the Supplier shall be notified in writing. Until a new application form is signed and approved in writing by the Supplier, then the original application and those person(s) who signed as guarantor(s) shall remain liable to the Supplier as though all goods and services were supplied to the original Customer.
7. The Supplier reserves the right to amend these trading terms, provided such amendments are conveyed to the Customer in writing. The Customer further acknowledges that such writing will be by ordinary mail to the address set out in this Commercial Credit Application, unless the Customer advises in writing to the Supplier a new address, and this new address is acknowledged by return in writing by the Supplier.
8. The Supplier shall be entitled at any time to assign its rights under this Commercial Credit Application to its successors, nominated transferees or assigns, (including but not limited to, where applicable personal guarantees), and that these Terms of Trade shall not be in any way affected or discharged pursuant to such assignment.
9. **CAVEATABLE INTEREST CLAUSE:** In the event of Default of the agreed trading terms by the Customer, then the Customer by its Director(s)/Proprietor(s)/Partners/Individual(s), nominated on Page 1 of this application hereby charge all their Right, Title or Interest (if any) to any or all property(ies) now owned or partly owned, or in the future may become owned/partly owned, solely or jointly by the said Customer/Director(s)/Proprietor(s)/Partners/Individual(s) on Page 1 of this application in favour of the Supplier, to better secure the monies outstanding, with the due and punctual observance and performance of all of the obligations of the Customer hereunder. Such Customer acknowledges that the Supplier may at its discretion, register a caveat on such property in respect of the interest conferred on it under this clause. In the event that the Supplier is required to exercise its right under this clause, against the Customer, then the Customer grants to the Supplier the right to appoint a Receiver and sell the property(ies).
10. **TELEPHONE ORDERS.** All telephone orders are to be immediately confirmed in writing by the Customer. In the event the confirmation varies from that recorded and processed by the Supplier, then the Supplier's records shall prevail.
11. **RETENTION OF TITLE:** Until **ALL INVOICES** are paid in full, and **ALL MONIES** received and cleared, ownership of the goods remain with the Supplier, but the risk passes to the Customer on delivery. Delivery shall occur if the Supplier or its Agent delivers, on delivery, and or if the Customer or its Agent(s) takes delivery, at that point of delivery. Until the Supplier is paid in full, the relationship of the Customer to the Supplier shall be fiduciary in respect of the goods and the Customer shall hold the goods as bailee only for the Supplier. The Customer shall store the goods separately from its own until ownership has manifested in the Customer. Should the goods be on sold to a third party before payment, or in the event of the Appointment of an Administrator, Controller, Managing Controller, Receiver or Receiver Manager, or entry into an Informal/Formal Deed of Arrangement under the Bankruptcy Act of 1966 by the Customer, then the Customer hereby assigns to the Supplier its right of recovery of payment from the third party. The Customer warrants that the money(ies) resulting from the sale of the Supplier's goods will be specifically earmarked and placed in a separate account on trust for the Supplier, until payment in full is made to the Supplier for the cost of the goods only, to guarantee clear passage of ownership to the third party innocent purchaser.
In the event the Customer is in default of the agreed trading terms, then the Customer without reservation grants right of entry waiver to any or all properties under the Customers control, where the goods are reasonably expected to be stored. The Customer indemnifies and save harmless the Supplier, its servants or agents in relation to loss or damage as a result of the retaking of possession of the said goods. Further in the event the Supplier exercises its right of retaking possession of the said goods, the Customer grants power of sale to the Supplier to resell the said goods and the Customer acknowledges that any shortfall owing after the said goods are resold will be the responsibility of the Customer.



COMMERCIAL CREDIT TERMS OF TRADE

AGREED TRADING TERMS - 21 DAYS EOM

- 11A. The Supplier reserves the right to register its Retention of Title Clause in accordance with the Personal Property & Securities Act 2009 (Cwth) (the "Act"), Regulations and amendments thereto.
12. **DELIVERY.** Deliveries shall be made during normal working hours. Deliveries required outside normal working hours will be delivered upon the request of the Customer, and all charges will be the sole responsibility of the Customer. In the event the Customer or the Customer's Agent is not on site to accept the delivery, then the driver's signature denoting the time, date & place of delivery, shall be deemed to be acceptance of the said delivery in good order and condition and in the quantity ordered by the Customer or the Customer's Agent. The date of delivery set forth in the order form is made in good faith, but the performance of the Supplier's engagement is subject to industrial disturbances, delay in transit, damage to goods in transit shortage of goods and any other cause beyond the reasonable control of the Supplier. The Supplier shall be excused from any failure to deliver or complete which is contributed to by any such cause and the time specified for completion of delivery shall be extended commensurately. Delay in delivery or completion shall not constitute a breach of contract, nor shall it affect any other provisions of the contract to the Supplier's disadvantage.
13. **SERVICE OF DOCUMENTS.** The Customers acknowledges that service of all documents will be by prepaid postal addressed envelope to the address nominated on this Commercial Credit Application form, unless a new address is provided by the Customer and such new address is acknowledged by return in writing from the Supplier. Note the Customer expressly acknowledges that service is deemed to be effected after the expiration of 2 working days from date of posting of the documents.
14. **ACCESS TO SITE:** The Customer at all times is responsible to ensure suitable access to site. The Customer further indemnifies and saves harmless the Supplier, and or it's servants or agents against any loss or damage, in the event the Supplier fails to provide suitable access to site for delivery, and or whilst on site delivering.
15. **PRICE:** All goods are sold at the price current at the time of delivery. The price of the goods are at the Suppliers works. Costs and charges for freight and handling at the point of delivery to the Customer or the Customer's agent are payable by the Customer unless otherwise stated on the quote/order form.
NOTE: - Pricing may vary from time to time subject to exchange rate variations and/or material increases outside the control of the Supplier.
16. **PAYMENT.** The Customer expressly acknowledges that at the absolute discretion of the Supplier, the Customer may be required to execute an authority to the Customer's Bank authorizing a direct debit from the Customer's Bank account, to the Supplier for all sums due on a monthly basis. The authority will be irrevocable without the express written consent of the Supplier.
17. **FINANCIAL INFORMATION.** The Customer agrees to provide financial information as is reasonably required by the Supplier from time to time, for the assessment of current and future credit limits only. The Supplier and the Customer further agree that such information shall be treated as strictly confidential and will not be disclosed to any third party(ies) without the express written permission of the Customer.
18. **QUOTE.** All quotes provided are valid for 30 days only, unless otherwise agreed by the Supplier and the Customer. The Supplier is required by law to pay Goods & Services Tax ("GST"), such "GST" will be in addition to the quote provided.
19. **CREDIT CLAIMS:** It is the responsibility of the Customer to carefully inspect the goods immediately they are delivered. Credit Claims will only be recognised if made in the first instance by phone within **72 HOURS** of receipt, and also in writing within 7 days of delivery. Claims outside this period will be at the absolute discretion of the Supplier, and its decision final and binding on the Customer. All goods returned must be in original condition and packaging and complete in every detail. Goods will only be accepted if the freight is prepaid by the Customer.
20. **RETURN OF, OR CANCELLATION OF GOODS ORDERED:** In the event the Customer elects to return goods or cancel goods on order, the Supplier at its absolute discretion reserves the right to charge a 15% re-stocking fee on the amount involved. Further no return of goods will be accepted, without prior approval of the Supplier in writing. No return of goods will be accepted unless the goods are freight pre-paid by the Customer.
21. **SPECIAL ORDERS:** Special orders attract a 50% deposit which will be debited to the Customer's account upon receipt of a written order for goods outside our normal stock line, or for goods specifically modified to the Customer's requirements. **NOTE: - No return of or cancellation will be accepted once the order has commenced.**
22. **WARRANTIES:** All goods sold carry only such warranty, if any as is furnished by the manufacturer thereof, or as implied by law as covered under The Trade Practices Act 1974 (Cth). No warranty claims will be accepted unless the freight is prepaid by the Customer. **NOTE - No warranty work will be completed whilst ever the Customer's account is in default of the agreed trading terms.**
23. **DAMAGES:** The Supplier shall not be liable for any amount greater than the sale price of the product originally supplied. Without limiting the meaning of this clause, the Supplier shall not be liable for any claims, loss, expense whatsoever, how so ever arising, or in any event in any way whatsoever for any contingent, consequential direct/indirect special, or punitive damages arising in relation thereto, and the Customer acknowledges this express limit or liability and agrees to limit any claim accordingly. Further the Supplier shall not be responsible directly or indirectly for any consequential loss or maintenance, use or operation of the product by the Customer, or to any third party, or from any failure of the product whether defective or not.
24. **GST:** GST will be charged where appropriate, unless a signed exemption form is received by the Supplier in the approved prescribed manner as set down by the Australian Tax Office.
25. **ENVIRONMENTAL REQUIREMENTS:** The Customer confirms and acknowledges it has made all inquiries in relation to all responsibilities conferred upon the Customer, by all relevant legislation, relating to the storage of and disposal of any or all products supplied by the Supplier.
26. **INSURANCE: NO INSURANCE IS PROVIDED BY THE SUPPLIER.** The Customer acknowledges that insurance of all goods are the responsibility of the Customer at point of delivery.
27. **JURISDICTION:** The Customer acknowledges that this contract shall be governed by the Laws of the State of New South Wales, and the Customer hereby agrees to submit to the non exclusive jurisdiction of the Courts of New South Wales.

CUSTOMER TO RETAIN THIS PAGE



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 5 Tarlington Place, Smithfield NSW 2164
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Fax: +61 2 9604 1611 | **Email:** accounts@hi-tecoils.com.au

Hi-Tec Oils Representative:

APPLICATION FOR COMMERCIAL CREDIT 21 DAYS EOM TRADING ACCOUNT

CUSTOMER ACCOUNTS DETAILS: (Hereinafter referred to as the "Customer")

Pty Ltd Company Sole Trader Limited/ Partnership Individual Trust

1. Account Name: _____ **ABN No:** _____

Reg. Company Address: _____

2. Customer Workshop/ Trading Address: _____ **Forklift on site?:** Yes No

Workshop Phone: _____ **Workshop Fax:** _____ **Trading hours:** _____

3. Postal Address: _____

4. Accounts: Contact Name: _____ **Position:** _____

Accounts Phone: _____ **Fax:** _____ **Mobile:** _____

Email: _____

5. Trading Premises: OWNER LEASED / Name of leasing agent _____

Lease Period: ___ / ___ / ___ to ___ / ___ / ___ **Agent Ph:** _____ **Years Trading:** _____

6. Details of Credit Applicant - Full Names of Director(s) / Partners / Individual

FULL NAME	RESIDENTIAL ADDRESS	TELEPHONE NO:	DRIVERS LICENCE NO:

7. Trade References: (Minimum of three (3) to be supplied to the dollar value of the credit sought)

SUPPLIER	BRANCH	TELEPHONE / FAX NO:	AVERAGE MONTHLY SPEND:

8. Bank: _____ **Branch No:** _____ **Account No:** _____

Requested Credit limit:

Approved Credit limit:

I/WE THE CUSTOMER ACKNOWLEDGE AS FOLLOWS:

- 9. **COMMERCIAL CREDIT TERMS OF TRADE:** To having received the Commercial Credit Trading Terms which were attached to this application.
- 10. **PERSONAL GUARANTEE & INDEMNITY:** That if the Customer is a Company, then the Directors will execute the Personal Guarantee & Indemnity on the reverse of this Application.
- 11. **DUTY OF DISCLOSURE.** The Customer Warrants not to be in receipt of any information, notice or court proceedings that may lead to Bankruptcy, Appointment of an Administrator, Receiver or Receiver Manager or Liquidator, and that the Customer does not intend to enter into any scheme of arrangement with creditors either formally through a court, or otherwise. Further the Customer Warrants that none of its directors have been a director of a company placed in liquidation or administration, or has been declared a bankrupt or entered into an arrangement, under the Bankruptcy Act 1966 (as amended).
- 12. **PRIVACY ACT.** You authorise the Supplier to obtain from a credit reporting agency details of your personal/commercial credit information if required by the Supplier to assess this commercial credit application including a search of the Personal Property & Securities Register. Such information to be treated in accordance with the Privacy Act 1988, as amended by the Privacy Amendment (Private Sector) Act No 155 of 2000.

THIS IS TO CERTIFY: that I/We have read, comprehend and accept the Commercial Credit Terms of Trade, and further acknowledge that I/We understand & accept paragraphs 9-12 above, and that I/We are authorised to make this application on behalf of the Customer, and without undue pressure or unfair tactic, append my/our signature hereunto:

APPLICATION: * NOTE: IF COMPANY SEE OVERLEAF FOR PERSONAL GUARANTEE & INDEMNITY *****

Signature:	Date:
Printed Name:	Position/Title
Signature:	Date:
Printed Name:	Position/Title

Nature of Business:

Please detach, complete all details and forward direct to Hi-Tec Oil Traders Pty Ltd



Hi-Tec Oil Traders Pty Ltd ABN 28 053 837 362
 5 Tarlington Place, Smithfield NSW 2164
 Correspondence: PO BOX 322, Castle Hill NSW 1765
Ph: 1300 796 009 | **(INT'L)** +61 2 9616 5700
Fax: +61 2 9604 1611 | **Email:** accounts@hi-tecoils.com.au

Hi-Tec Oils Representative:

PERSONAL GUARANTEE, INDEMNITY & CAVEATABLE INTEREST CLAUSE

To: **Hi - Tec Oil Traders Pty Ltd ABN: 28 053 837 362**, (hereinafter referred to as “the Supplier”), **In consideration** of the Supplier supplying goods or services or both to the Customer referred to at the bottom of this form, the Guarantor(s) and Indemnifier(s) set out below hereby Guarantee and Indemnify to the Supplier due and punctual payment by the Customer of all monies which are now payable or may in the future become payable by the Customer to the Supplier for goods & services or both supplied from time to time by the Supplier to the Customer, and all damages payable by the Customer to the Supplier, (“the secured moneys”) **AND** it is hereby further agreed as follows:

1. The secured moneys shall include collection fees and legal costs incurred by the Supplier in connection with the default by the Customer.
2. The Supplier is at liberty without notice to us at any time and without in any way discharging us from any liability hereunder to grant time, waiver, release or other indulgence to the Customer and to accept from the Customer payment in cash, cheque, EFT or otherwise.
3. Nothing in this Guarantee and Indemnity is binding or conditional upon the Supplier continuing to supply goods or services or both to the Customer.
4. That the Supplier may exercise its rights under this Guarantee and Indemnity at any time and the Guarantor(s) and Indemnifier(s) shall pay the amount of any indebtedness of the Customer account to the date of any demand, forthwith upon receipt of a written demand, or its delivery to the last known address of each or all Guarantor(s) and Indemnifier(s). It shall not be a condition precedent to the issue of any such demand that the Supplier shall have exercised or exhausted its legal rights against the Customer.
5. The Guarantor(s) and Indemnifier(s) hereby guarantee and indemnify the Supplier against any losses or expenses whatsoever directly or indirectly arising from or by virtue of any default whatsoever on the part of the Customer with respect to the secured moneys.
6. This Guarantee and Indemnity shall not be considered wholly or partially discharged by the payment at any time hereafter of any of the secured moneys or by any settlement of account and shall apply to the present and any future balance of the secured moneys.
7. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity to the Supplier for all debts whatsoever and wheresoever contracted with the Customer in respect of the goods or services or both supplied or to be supplied to the Customer.
8. The Guarantor(s) and Indemnifier(s) may revoke this Guarantee and Indemnity at any time. Such revocation shall be effective only upon its delivery to the Secretary of the Supplier at its registered address and shall become effective at the time of written acknowledgment by the Secretary of its receipt. Such notice of revocation shall only operate to discharge the Guarantor(s) and Indemnifier(s) from liability as to future dealing by the Customer with the Supplier after the said date of written acknowledgment.
9. That the Supplier shall be entitled at any time to assign its rights under this Guarantee and Indemnity to its successors, nominated transferees or assigns, (including but not limited to the principal contract), & further vary the Terms of Trade originally attached to the Commercial Credit Application of the Customer nominated below, without notice to the Guarantor(s) and Indemnifier(s), & that this Guarantee and Indemnity shall not be in any way affected or discharged pursuant to such assignment or variation.
10. That the terms of this Guarantee and Indemnity are binding (if more than one) jointly on us & severally on each of us & shall not be affected notwithstanding that one or more of the intended co-guarantor(s)/indemnifier(s) have not executed this Guarantee and Indemnity or that the Guarantee and Indemnity has been held to be ineffective or unenforceable against one or more of the Guarantor(s) and Indemnifier(s)
11. That in the event that the Customer is a company and the Guarantor(s) and Indemnifier(s) are not directors then the Guarantor(s) and Indemnifier(s) certify that they have obtained independent commercial financial & legal advice prior to signing this personal Guarantee & Indemnity.
12. **CAVEATABLE INTEREST CLAUSE. In the event of default by the Customer**, and the Supplier exercises its rights under this Guarantee and Indemnity, then the Guarantor(s) and Indemnifier(s) hereby charge all their Right, Title or Interest (if any) in any or all property(ies) now owned/partly owned, or may in the future become owned/partly owned, solely or jointly by the Guarantor(s) and Indemnifier(s) in favour of the Supplier, to better secure the monies outstanding, with the due & punctual observances and performances of all of the obligations of the Guarantor(s) and Indemnifier(s) hereunder. The Guarantor(s) and Indemnifier(s) acknowledge that the Supplier will at its discretion register a Caveat on such property in respect of the interest conferred on it under this clause. The Guarantor(s) and Indemnifier(s) further grant to the Supplier the right to appoint a Receiver to sell the property(ies).
13. The Guarantor(s) and Indemnifier(s) agree that the Supplier will seek from a Credit Reporting Agency, a Credit Report containing personal information about me/us to assess whether to accept me/us as a Guarantor(s) and Indemnifier(s) for Commercial Credit applied for, or provided to, the Customer and where applicable the Personal Property & Securities Register detailing securities already provided by the Customer.
14. I/We agree that if the Supplier approves the Customer’s application for Commercial Credit, this agreement to seek credit reports from time to time, remains in force until the Commercial Credit facility covered by the Customer’s application ceases.

This is to Certify that I/We have read, understood and accept the terms and conditions of this Personal Guarantee and indemnity and without undue pressure or unfair tactic append my/our Signature hereunto. I/We acknowledge having received a copy of this said Personal Guarantee and Indemnity.

CUSTOMER’S NAME:

EXECUTED AS A DEED THIS	DAY OF	YEAR
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Signed by Guarantor	Name (Print) _____
Address:	Position/Title

Signed by Guarantor	Name (Print) _____
Address:	Position/Title

Signed by Witness	Name (Print) _____
Address:	Position/Title

Please detach, complete all details and forward direct to Hi-Tec Oil Traders Pty Ltd Page 4



Hi-Tec Oil Traders Pty Ltd (353471)

Direct Debit Request (DDR)

You may contact us as follows:-

Phone: 0296165700
 Email: amonaco@hi-tecoils.com.au
 Mail: 5 Tarlington Place
 Smithfield, NSW, Australia 2164

All communication addressed to us should include your Customer Number.

PART A - Your Details

Customer Number:	<input type="text"/>		
Customer Name:	<input type="text"/>		
Phone Number:	<input type="text"/>		
Email Address:	<input type="text"/>		
Address:	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
State:	<input type="text"/>	Postcode:	<input type="text"/>

PART B - Schedule

Payments will be debited on the due date.

If the scheduled date is not a banking day, the debit will take place on the next banking day.

Continued on next page...

PART C - Cheque/Savings Accountor Credit Card Authorisation

I/We request and authorise Hi-Tec Oil Traders Pty Ltd (353471) to arrange, through its own financial institution, a debit to your nominated account any amount Hi-Tec Oil Traders Pty Ltd (353471), has deemed payable by you. This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your 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.

Financial Institution:

Branch:

Account Name:

BSB No. -

Account Number:

I/We request and authorise Acknowledement. 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 Hi-Tec Oil Traders Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.

Signature: Date:

Signature: Date:

If debiting from a joint bank account, both signatures are required.

OR

I request you Hi-Tec Oil Traders Pty Ltd to arrange for funds to be debited from my nominated credit card according to the schedule specified above and attached Direct Debit Service Agreement.

Credit Card Number:

Expiry Date: MM / YY

Cardholder Name:

Signature: Date:

Completed Application

Return your completed application by mail to:-

Mail: 5 Tarlington Place
Smithfield, NSW, Australia 2164

Customer Direct Debit Request (DDR) Service Agreement

This is your Direct Debit Service Agreement with Hi-Tec Oil Traders Pty Ltd (353471) 28 053 837 362. It explains 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.

Please keep this agreement 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 authorisation.

How to Contact Us

Enquiries

You can contact us directly or alternatively contact your financial institution. These should be made at least 7 working days prior to the next scheduled drawing date. You may contact us as follows:-

Phone:	0296165700
Email:	amonaco@hi-tecoils.com.au
Mail:	5 Tarlington Place Smithfield, NSW, Australia 2164

All communication addressed to us should include your Customer Number.

Definitions

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 between *you* and *us*.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout 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*.

debit day means the day that payment by *you* to *us* is due.

us or **we** means Hi-Tec Oil Traders Pty Ltd, (353471) *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has signed or authorised by other means the *Direct Debit Request*.

your financial institution means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

Debiting *your account*

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*.

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.

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*.

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.

Amendments by *you*

You may change, stop or defer a *debit payment*, or terminate this agreement by providing *us* with at least 7 days notification by writing to:

5 Tarlington Place
Smithfield, NSW, Australia 2164

or

by telephoning *us* on 0296165700 during business hours;

or

arranging it through *your financial institution*, which is required to act promptly on your instructions.

Your obligations

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*.

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*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct.

Dispute

If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on 0296165700 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*.

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.

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.

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*.

Confidentiality

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.

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).

Notice

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to

Hi-Tec Oil Traders Pty Ltd
5 Tarlington Place
Smithfield, NSW, Australia 2164

We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.