

TERMS AND CONDITIONS OF SALE

These are the entire Terms and Conditions of Sale of all products and services ("the Products") supplied by **REFUELLING SOLUTIONS GROUP PTY LTD ACN 151 200 289, MINI-TANKERS AUSTRALIA PTY LTD ABN 81 050 220 016, MAXI-TANKERS PTY LTD ABN 22 117 406 934, BROADWATER FUELS PTY LTD ABN 67 113 237 602** (all of which is referred to as "RSG") to any person, firm or company placing and order with RSG for the purchase of any products or any person, firm or company applying for commercial credit from RSG (all of which are referred to as "the Customer"). Except as otherwise expressly agreed upon in writing between a duly authorised officer of RSG and the Customer, these Terms and Conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by any Customer.

- General** – All orders placed with RSG shall only be accepted subject to these Terms and Conditions. RSG may at any time and from time to time alter these Terms and Conditions of Sale and such altered Terms and Conditions of Sale shall apply after notification by RSG to the Customer.
- Pricing** – RSG's prices are subject to rises and falls, from time to time, as determined by the Australian Competition and Consumer Commission and RSG's own Pricing Policy. The net result of the changes during the *current calendar month* are passed on and fixed for *the following month*. Exceptions to the fixed monthly pricing are any immediate changes to either State Government Licence Fees or Federal Government Excise. RSG reserves the right to change or modify this pricing policy at any time without notice to the Customer.

Good and Services Tax (GST) or any other applicable tax or duty payable shall be paid or reimbursed by the Customer to RSG on demand and the Customer shall indemnify and keep indemnified RSG in respect of all taxes and duties including GST arising out of any sale or supply of goods or the subsequent use of goods after the sale to the Customer.

- Terms of Payment** – Unless otherwise stated on the Tax Invoice/Statement all prices are strictly net. The granting of credit to a Customer shall be at the absolute discretion of RSG and unless otherwise demanded by RSG the Customer shall make payment of all amounts payable in accordance with the payment terms shown on the Tax Invoice/Statement.
 - Customers shall not be entitled to withhold payment of any account by reason of any account query, dispute or set off.
 - The Customer agrees to pay RSG an Administration, Service and Handling fee which will be charged to the Customer's Account at the end of each month. The fee charged will be as notified from time to time.
 - If the Customer fails to make payment in accordance with Clause 3, RSG shall be entitled to:
 - Require the payment of cash upon delivery of any further products;
 - Charge and interest charge at the rate of one point five percent (1.5%) per month on a cumulative basis on all overdue amounts (including late payment charges and amounts other than the price) calculated on a day to day basis on any monies due but unpaid, such interest charge to be computed from the due date of the payment AND the parties agree that such interest charge is not a penalty but is a true measure of damages incurred by RSG. Payments received from the Customer will be credited first against any interest charge and all such fees shall be payable on demand;
 - Claim from the Customer all costs, expenses and charges incurred on any account whatsoever including but not limited to any action taken by RSG to recover monies or products due from the customer including but not limited to any mercantile agents costs and legal costs and disbursements on a solicitor-client basis; and
 - Cease further deliveries to the Customer and to terminate any agreement in relation to products that have not been delivered.
- Delivery** – Any date or time quoted for delivery is an estimate only and RSG shall endeavour to effect delivery at the time or times required by the Customer but failure to do so shall not confer any right of cancellation or refusal of delivery on the Customer or render RSG liable for any loss or damages directly or indirectly sustained by the Customer as a result thereof.
 - The Customer shall not be relieved of any obligation to accept or pay for products by reason of any delay in delivery or any strike, lockout, unavailability of materials, accidents to machinery, differences with workmen, breakdowns, shortages of supplies or labour, fires, floods, storm or tempest, transport delays, acts of God, restrictions or interventions imposed by any laws, regulations, governments or agencies thereof and any other cause beyond the control of RSG or any other cause whatsoever; and
 - RSG's obligation to deliver shall be discharged on arrival of the products at the Customer's destination, nominated agent or the address appearing on the invoice.
- Authority to Refuel** – The Customer authorises RSG to refuel the Customer's plant and equipment at all times as may be necessary, despite the non-attendance of the Customer (or the person(s) signing these Terms and Conditions on behalf of the Customer) or the Customer's staff, other employees or agents at the time of fuel service. The reading and printout of the RSG micro-electronic totaliser or any other approved metering device or the digitized signature of any person having the apparent authority of the Customer shall be prima facie evidence of the delivery and of the quantity of the products delivered.
- State Government Fuel Exemption (Subsidised Distillate ex Levy Exemption)** – For the supply of Subsidised Distillate, it is essential that a current Off Road User's certificate number and a copy of the relevant certificate be forwarded to RSG before commencement of service. Failure to supply these details (if applicable) will result in the unsubsidized rate being charged for all transactions up to date when the Off Road user's certificate details may subsequently be supplied. No retrospective reimbursements will be considered for late supplied details.
- Force Majeure** – RSG shall not be liable for any failure or delay in supply or delivery the products where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of RSG including, but no limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or interventions, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.
- Exclusion of Implied Terms** – All expressed and implied terms, conditions and warranties on the part of RSG which might otherwise apply to or arise out of the sale of the products by RSG to the Customer are excluded, except to the extent that any law (including part V of the Competition and Consumer Act 2010) does not permit them to be excluded.
- Liability of RSG** – RSG shall not be under liability whether in contract, tort or otherwise from any cause, whether occasioned by negligence or otherwise, for any injury, damage or loss, including special, indirect or consequential damage or loss whether to persons or property, arising out of this Agreement or the products including any defects in the products, anything connected with the products, late delivery or non-delivery of the products or any other work related to the products.
- Passing of Risk** – Risk in the products shall remain with RSG only to the point of dispatch and from then on risk of damage, loss or deterioration of the products from any cause whatsoever shall pass to the Customer. RSG is not liable for any loss or damage to the products in transit.
- Cancellation and Suspension of Further Supply** – RSG may cancel any order (wholly or partially), for any reason, until the products are delivered, in which case RSG shall be under no obligation in respect of the order for the products. RSG reserves the right at all times to suspend the supply of further products to the Customer without having to give reasons for its action to the Customer or the Customer's Agent and without liability for breach of any contract.
- Disputes** – RSG shall not be required to consider any queries or disputes on the Customer's Monthly Invoice/Statement which are notified to RSG more than fourteen (14) days after the receipt, by the Customer, of the relevant Monthly Invoice/Statement.
- Partial Invalidity and Severable Portions** – In the event of one or more clauses of these Terms and Conditions being held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of these Terms and Conditions shall be in no way affected.
- Notices** – Any notice given under these Terms and Conditions, shall be given in writing and delivered, mailed, emailed or faxed to the respective parties at their address set out in any Application for Commercial Credit or at such other address as either party may designate to the other, by notice, in writing.
- Governing Law** – The Customer agrees that these Terms and Conditions of Sale shall be construed according to the laws of the State or Territory as RSG may in its sole discretion determine. Proceedings may be instituted in such State or Territory as RSG may in its sole discretion determine. Failing such determination the Customer consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.
- Statement of Debt** – A certificate signed by a Director, Secretary, Group Commercial Manager or National Credit Manager of RSG shall be prima facie evidence of the amount of indebtedness of the Customer of RSG at that time.