

Your Castrol Account

Sales Manager:

Checklist

To enable us to process your application promptly, please ensure the following sections are completed.

Section 1 – Business details

Section 2 – Directors/Authorised Signatories

Section 3 – Acceptance of terms and conditions and privacy act declaration

Section 4 – Direct debit request form

Section 5 – Deed of guarantee and indemnity (companies only)

Full Financial information provided where applicable.

Sections 6 and 7 to be retained for your reference.

Section 1 – Business Details

Type of entity
(please tick appropriate)

- Company** – Complete Sections 1, 2, 3, 4 and 5
- Partnership** – Complete Sections 1, 2, 3 and 4
- Sole trader** – Complete Sections 1, 2, 3 and 4
- Other** – Complete Sections 1, 2, 3, 4 and 5

ABN

ACN

Legal entity name
(organisation/company legally permitted to enter into a contract)

Trading name

As trustee for
(if applicable)
Business street address
(not PO Box)

Postal address
(if different from above)

State Postcode

State Postcode

Contact person
(authorised to discuss financials)

Position title

Business telephone number Fax

Mobile

Email address
(if applicable)

I/We do not wish to receive promotional material. (See privacy statement.)

Description of main business
(e.g. mechanical workshop)

Date current ownership established

Date you took over the business
(if applicable)

Estimate of annual usage \$ Litres

Section 2 – Directors/partners/Sole Trader/Authorised Signatories

Details of Directors, Authorised Signatories are required for acceptance of the terms and conditions, the Privacy Act Declaration and the Deed of Indemnity (if applicable). All Directors and/or Authorised Signatories must sign the form. Please re-print/copy this section if there are more than 4 directors.

Director/Partner/Sole Trader 1

Position title

Date of Birth

Home address

State

Postcode

Previous address

State

Postcode

Driver licence number

Director/Partner 2

Position title

Date of Birth

Home address

State

Postcode

Previous address

State

Postcode

Driver licence number

Director/Partner 3

Position title

Date of Birth

Home address

State

Postcode

Previous address

State

Postcode

Driver licence number

Director/Partner 4

Position title

Date of Birth

Home address

State

Postcode

Previous address

State

Postcode

Driver licence number

Section 3 – Acceptance of Terms and Conditions and Privacy Act Declaration

Terms and conditions

I/We agree that on the making of this application, I/we agree to be bound by the Terms and Conditions of trade for Castrol Australia Pty Limited products attached hereto (for additional copies of the Terms and Conditions contact Castrol Australia Pty Limited in each State Capital). I/We have read and understood the terms and conditions of trade for Castrol Australia Pty Limited attached hereto and agree that, subject to Castrol's acceptance of this application, those conditions will apply. Castrol Australia Pty Limited reserves the right to accept or reject the application in its absolute discretion.

I/We declare that the information provided on, or pursuant to, this application, is true and correct in every particular and it is upon this basis that Castrol is to determine whether or not to grant this application.

I/We being the person(s) named as the Customer or where the Customer is a corporation, being the directors of the Customer as specified in this application authorise Castrol to make any enquiries (including obtaining a credit report) concerning my/our credit worthiness or as to the accuracy of the information provided in this application and consent to any credit report concerning me/us being made available to Castrol for the purpose of assessing this application for credit and/or my/our acceptability as a guarantor and authorise Castrol to exchange or disclose information concerning my/our credit worthiness or this application from or to any person or source and acknowledge that all or some of the information may be disclosed to a credit reporting agency within the meaning of the Privacy Act 1988 as amended. I/we further authorise Castrol to make any additional periodic checks that it sees fit to continue its assessment.

Castrol is committed to protecting your privacy.

1. Information about our organisation and web site

Castrol respects your privacy and is committed to protecting it. We provide this Privacy Statement to inform you of our Privacy Policy and practices and of the choices you can make about the way your information is collected online or by telephone and how that information is used. The courts of the State of Victoria, Australia shall have exclusive jurisdiction over any dispute arising out of your use of the web site or our telephone system. Unauthorised access of this web site and associated software is unlawful and may result in legal proceedings. Our privacy policy is compliant with the Privacy Act 1988 (as amended). Privacy legislation is subject to revision and we strongly suggest that you regularly check our privacy statement.

2. Data automatically collected

We log visitors' domain and IP addresses automatically; this information does not identify you as an individual, but only the computer that is being used to view the site. This data is used to see where the site is being used in the world to ensure coverage, and for click stream analysis to help better understand site usage, so that we can improve our service to you. We do not link information automatically logged with personal data about specific individuals.

Within the bounds of law, we may monitor electronic (including telephonic) communications through our internal and external networks to ensure compliance with laws and internal policies and for legitimate business purposes.

3. Cookies

Cookies are small pieces of information that are stored on your computer by the server maintaining and operating the site. They do not compromise your privacy or security as they store a randomly generated identifying tag on your computer.

We save cookies on to your computer to enable our site to personalise your future visits. The information helps speed up navigation to help you find the information you are looking for. We use "session cookies" and "persistent cookies", which are described below.

Persistent cookies are used to help us develop the web site by measuring use. They identify pages accessed and provide personalised features.

Session cookies are used for security reasons. These cookies allow you to be recognised once you have signed in and provide you with your confidential account information. They measure your time spent in a secure page, so that if inactive for a certain period the page will time out for your protection. The cookies can also remember data across different pages you use.

4. Data collection and use

When you request information through this site or by telephone, we may need to know some personal information about you. When emailing us, registering for recruitment, subscribing for free news or information we need your e-mail address, name and other limited personal identifiers. If you chose to purchase goods, products or services, we will require some additional limited financial details. Your personal data will be processed to provide information, goods, products and services you request in the form that you require.

Castrol may release information about you:

- (a) where there is a duty to the public to disclose that information, we are required by law or the interests of Castrol require disclosure.
- (b) to third parties who run the delivery service on our behalf. We are obliged to ensure that your data is used only in a manner necessary to provide this service.
- Castrol will not sell or disclose your information to any individual or entity outside Castrol group companies or approved business partners without your permission.
- Since Castrol operates globally, the information you submit may be transferred outside of Australia. This and all other transmissions will remain secure and under our sole control. By clicking the 'submit' button where you purchase products on your account, or by continuing with a telephone enquiry after you have been advised that the call may be monitored, you consent to such a transfer or monitoring.
- We may use your email address to advise you of upgrades or changes to these services or to send communications regarding your account or Castrol information which you have requested.
- If we look to use your personal data for a new purpose, beyond what it was originally provided for, we will ask for your consent.

5. Access and visitor choice

You may unsubscribe or opt-out of services and withdraw consent to use your information at any time by contacting Castrol Customer Service Centre on 1300 554 890, or use the 'contact us' button on this web site. Please note that withdrawing your consent may result in your limited ability to use the site or receive information by telephone.

6. Security

We have implemented security policies, rules and technical measures to protect the personal data that we have under our control that complies fully with Privacy Act 1988 (as amended). The security measures are designed to prevent unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss.

Declaration

I/We declare that the credit to be provided to me by Castrol is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

Important

You should not sign this declaration unless this credit agreement is wholly or predominantly for business or investment purposes. By signing this declaration you may lose your protection under the Consumer Credit Code.

Signed

Each Director, Partner & Individual to sign this section. * If public company authorised person/s.

All parties listed in Section 2 required to sign this section.

Director/Partner/Sole Trader 1 name	Signature X	Date
Director/Partner 2 name	Signature X	Date
Director/Partner 3 name	Signature X	Date
Director/Partner 4 name	Signature X	Date

Section 4 – Payment Terms, Direct Debit Request Form and Online Ordering

Request and Authority to debit the account named below to pay Castrol Australia Pty Limited ABN 87 008 459 407.

Payment terms

7 days from date of invoice

14 days from date of invoice

21 days from date of invoice

Person to authorised to sign Direct Debit

I,

First Name

Surname

(Person authorised to sign direct debit)

Request and authorise Castrol Australia Pty Limited ABN 87 008 459 407 (Identification User ID number 198766) to arrange, through its own financial institution, for any amount Castrol Australia Pty Limited may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement.

Financial institution at which account is held

Name of financial institution

(e.g. ANZ Bank)

Bank branch address*

(e.g. 152 Collins St, Melbourne 3000)

Details of account to be debited

Name of account*

BSB number*

Account number*

Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Castrol Australia Pty Limited as set out in this Request and in your Direct Debit Request Service Agreement.

Signature and address

Customer signature(s)*

(if joint account, all account signatories may be required)

X

Customer's address*

State

Postcode

Date*

Customer signature(s)*

(if joint account, all account signatories may be required)

X

Customer's address*

State

Postcode

Date*

eNabler Online Ordering Option

Register for Castrol online ordering & invoicing tool

(Our eNabler Team will contact you regarding registration set-up)

Office use only

Reference number

Section 5 – Deed of Guarantee and Indemnity

To be completed by guarantors.

1. Provisions

The meaning of some key words is explained in clause 9 at the end of this guarantee and indemnity.

2. Extent of your obligations

2.1 By signing this document, You could become liable to pay Castrol:

- (1) under the guarantee in **clause 3.1**
- (2) under the indemnity in **clause 3.2**
- (3) enforcement expenses under **clause 4.1**;

2.2 You are liable for all the obligations under this guarantee and indemnity both separately on your own and jointly with any one or more other Persons named in this guarantee and indemnity as "Guarantor".

3. What you undertake In giving this guarantee and indemnity

3.1 Guarantee

- (1) You guarantee to Castrol the performance by the Applicant of its Obligations when they are due. Your guarantee continues until all these amounts have been paid in full or You end the guarantee and indemnity under clause 5. You cannot otherwise withdraw from, end or limit this guarantee and indemnity.
- (2) If Castrol asks, You must pay Castrol any amount which the Applicant does not pay Castrol when it is due. Castrol need not ask the Applicant first to pay Castrol.

3.2 Indemnity

- (1) You indemnify Castrol against, and You must therefore pay Castrol for, loss Castrol suffers if the guaranteed agreement is unenforceable solely because of the Applicant's death, insolvency or incapacity or because of any other act or omission by, or circumstance affecting, the Applicant.
- (2) This indemnity is a continuing obligation, separate and independent from your other Obligations under this guarantee and indemnity. It continues after those other Obligations end unless You end the guarantee and indemnity under clause 5 or it is ended by law.

4. Additional amounts You must pay

4.1 Enforcement expenses

You must pay Castrol the reasonable expenses Castrol reasonably incurs in enforcing this guarantee and indemnity.

4.2 Your own costs and other expenses

You must pay for anything which You must do under this guarantee and indemnity.

5. You may end this guarantee and indemnity

5.1 You may end your liability under this guarantee and indemnity at any time if You:

- (1) notify Castrol;
- (2) pay Castrol the outstanding liability of the Applicant at that time under the guaranteed agreement and all amounts Payable by You under clause 3.2 at that time; and
- (3) receive Castrol's acknowledgement that You are released.

5.2 For this purpose, the Applicant's outstanding liability includes any amount which Castrol determines to be a future or contingent liability and includes all liability whether or not Castrol is able to enforce payment by the Applicant.

6. Changes to rights

6.1 Reinstatement of rights

Under law, a trustee in bankruptcy or liquidator may ask Castrol to refund a payment Castrol has received in connection with the guaranteed agreement or this guarantee and indemnity. To the extent Castrol is obliged to, or Castrol agrees to, make a refund, Castrol may treat the payment as if it had not been made. Castrol is then entitled to its rights against You under this guarantee and indemnity as if the payment had never been made. This applies despite anything in the guarantee and indemnity or the fact that You may have ended it.

6.2 Castrol's rights are protected

- (1) Rights given to Castrol under this guarantee and indemnity and your liabilities under it are not affected by any act or omission by Castrol or by anything else that might otherwise affect them under law relating to guarantees and indemnities, including:
 - (a) the fact that Castrol may vary or replace the guaranteed agreement, such as by increasing the credit limit, increasing the amount of credit agreed to be provided or extending the term;
 - (b) the fact that Castrol gives the Applicant or a Guarantor a concession, such as more time to pay;
 - (c) the fact that the Applicant opens another account with Castrol;
 - (d) the fact that Castrol releases, loses the benefit of or does not obtain any security;
 - (e) the fact that Castrol does not register any security which could be registered;
 - (f) the fact that Castrol releases any Person who guarantees the Applicant's Obligations under the guaranteed agreement;
 - (g) the fact that the Obligations of any Person who guarantees the Applicant's Obligations under the guaranteed agreement may not be enforceable;
 - (h) the fact that any Person who was intended to guarantee the Applicant's Obligations under the guaranteed agreement does not do so or does not do so effectively;
 - (i) the fact that rights in connection with the guaranteed agreements are assigned, varied or released; or
 - (j) the death (or the receipt by us of notice of the death), mental or physical disability or insolvency of any Person including You or the Applicant.

(2) This guarantee and indemnity does not merge with or adversely affect, and is not adversely affected by, any of the following:

- (a) any other guarantee or indemnity, or any security, right or remedy, to which Castrol is entitled; or
- (b) judgement or order which Castrol obtains against You in respect of an amount Payable under this guarantee and indemnity.

(Castrol can still exercise its rights under this guarantee and indemnity as well as under the judgement, order, other guarantee or indemnity, security, right or remedy).

6.3 Your rights are suspended

As long as an Obligation or an amount Payable under the guaranteed agreement remains unsatisfied or unpaid, You may not, without Castrol's consent:

- (a) reduce your liability under this guarantee and indemnity by claiming that You or the Applicant or any other Person has a right of set-off or counter-claim against Castrol (except to the extent You have a right to set-off granted by law which Castrol cannot exclude by agreement); or
- (b) claim the benefit of:
 - (i) another guarantee or indemnity; or
 - (ii) a mortgage, charge or security; given to Castrol in connection with an amount Payable under:
 - (iii) the guaranteed agreement;
 - (iv) this or any other guarantee or indemnity given in connection with the guaranteed agreement. (For Example, You may not try to enforce any mortgage Castrol has taken to secure repayment of amounts Payable under the guaranteed agreement);
 - (v) claim an amount from another Guarantor of the Applicant's obligations under any right to recover any money You have paid or are required to pay Castrol; or
 - (vi) claim an amount in the insolvency of another Guarantor of the Applicant's obligation under the guaranteed agreement (including a Person who has signed this guarantee and indemnity with You).

7. What You acknowledge and declare

7.1 You acknowledge that You are responsible for making yourself aware of the financial position of the Applicant and any other Person who guarantees the Applicant's Obligations under the guaranteed agreement.

7.2 You declare that You do not enter into this guarantee and indemnity as a trustee, unless You have told Castrol otherwise in writing.

7.3 If You are a company, You also declare:

- (1) You have the power and are authorised to enter into this guarantee and indemnity and do anything in connection with it; and
- (2) That all action has been taken to make this guarantee and indemnity binding on You.

7.4 You agree to give Castrol any information about You or your financial affairs when Castrol asks.

8. General

8.1 Set-off not allowed

Except to the extent You have a right to set-off granted by law which Castrol cannot exclude by agreement, You must pay any money You owe Castrol under this guarantee and indemnity in full without setting off amounts You believe Castrol owes You and without counterclaiming amounts from Castrol.

8.2 When You must pay

You must pay any amount Payable to Castrol under this guarantee and indemnity on the date Castrol specifies.

8.3 You must take further steps

You must promptly do anything Castrol asks (such as obtaining consents, signing and producing documents, replying to questions, producing receipts and getting documents completed and signed) to:

- (a) bind Yourself under this guarantee and indemnity; and
- (b) ensure that your Obligations under this guarantee and indemnity are secured by any security intended to secure them.

8.4 How Castrol may exercise its rights

- (1) Castrol may exercise a right or remedy or give or refuse its consent in any way Castrol considers appropriate including by imposing conditions.
- (2) Castrol may claim against You under this guarantee and indemnity before it enforces any of its rights or remedies:
 - (a) against the Applicant or any other Person; or
 - (b) under another document such as a guarantee or mortgage, charge or other security. (For example, Castrol may ask You to pay Castrol first without Castrol having made the Applicant bankrupt.)
- (3) If Castrol does not exercise a right or remedy fully or at a given time, it can still exercise it later.
- (4) Castrol is not liable for loss caused by the exercise, or delay in exercising, a right or remedy.
- (5) Castrol's rights and remedies under this guarantee and indemnity are in addition to other rights and remedies provided by law independently of it or by a security (such as a mortgage).
- (6) Castrol's rights and remedies under this guarantee and indemnity may be exercised by any of its employees whose job title includes the word "manager" or any other Person Castrol authorises.

Section 5 – Deed of Guarantee and Indemnity (continued)

8.5 How Castrol may use money it receives

(1) Castrol may use any money paid by or for the Applicant towards paying any part Castrol chooses of the amounts the Applicant owes Castrol (including paying any amount You do not guarantee). Castrol may use any money paid by You under this guarantee and indemnity towards paying any part Castrol chooses of the amounts You owe Castrol under this guarantee and indemnity.

(2) Castrol may place in a suspense account any payments it receives from You for as long as it reasonably thinks prudent.

8.6 Dealings with rights under this guarantee and indemnity

Castrol may assign or otherwise deal with its rights under this guarantee and indemnity in any way it considers appropriate. You agree that Castrol may disclose any information or documents it considers desirable to help it exercise this right. You also agree that Castrol may disclose information or documents at any time to a Person to whom Castrol assigns its rights under this guarantee and indemnity.

8.7 Consents

You must comply with all Castrol's requirements in any consent Castrol gives in connection with this guarantee and indemnity.

8.8 Inconsistent law

To the extent allowed by law, this guarantee and indemnity prevails to the extent it is inconsistent with any law.

8.9 Castrol's certificates

Castrol may give You a certificate about a matter or about an amount Payable in connection with this guarantee and indemnity. This certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.

8.10 Variation or waiver

A term of this guarantee and indemnity, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

8.11 Notices, other communications of service and documents

(1) Notices, certificates, consents, approvals and other communications in connection with this guarantee and indemnity must be in writing.

(2) Communications from Castrol may be signed by any Person authorised by Castrol. If You are a company, communications from You must be signed by a director.

(3) Communications to You may be:

- (a) given personally (if You are a company, to one of the directors);
- (b) left at your residential or business address last known to Castrol;
- (c) sent by post to your postal or residential or business address last known to Castrol;
- (d) sent by fax to your residential or business fax number last known to Castrol; or
- (e) given in any other way permitted by law.

(4) Communications for Castrol must be:

- (a) given personally to one of our employees at:
 - (i) our address at 717 Bourke Street, Docklands, VIC 3008.
 - (ii) any other branch we tell You; or
 - (iii) our registered office;

(b) sent by prepaid post or electronically (such as by fax or email) to any of those places;

(c) given in any other means permitted by law.

(5) A communication is taken to be given:

- (a) in the case of a communication given personally – on the date it bears or the date it is received by the Person to whom it is addressed, whichever is the later;
- (b) in the case of a communication sent by post – on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is the later; or
- (c) sent by facsimile transmission or some other form of electronic transmission – on the date it bears or the date on which the machine from which it was sent produces a report indicating that the communication was sent to the facsimile or other number of the Person to whom it is addressed, whichever is the later.

(6) Castrol may serve any documents in a court action (including a writ of summons, other originating process or third or other party notice) on You by delivering it to your address set out in this guarantee and indemnity (or any changed address notified to us) or by leaving it there. This clause does not prevent any other method of service.

8.12 Your obligations and Castrol's rights are unaffected

Any present or future law that would otherwise vary your Obligations under this guarantee and indemnity is excluded (to the extent allowed by law) if it affects Castrol's rights or remedies adversely.

8.13 Applicable law

This guarantee and indemnity is governed by the laws in force in the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of that State.

9. Meaning of Words

9.1 (1) "Applicant" means the Person or Persons named on the signing page as "Applicant". If there are more than one, Applicant means each of them separately and every two or more of them jointly. Applicant includes their successors and assigns.

(2) The "guaranteed agreement" is the agreement between Castrol and the Applicant for the sale of products and services.

(3) "Including", "such as" or "for example" when introducing an example does not limit the meaning of the words to which the example relates to that example or to examples of a similar kind.

(4) A Person is in "insolvency" if they are insolvent or an insolvent under administration or have a controller appointed (each as defined in the Corporations Law), in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up or has committed an act of bankruptcy or is unable to pay its debts when due or is unable to pay its debts within the meaning of the Corporations Law. Subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

(5) "Obligations" means money Payable by the Applicant to Castrol and all liability which the Applicant has to Castrol.

(6) "Payable" in relation to an amount means an amount which is currently payable or will or may be payable in the future.

(7) "Person" includes an individual, a firm, a body corporate, an unincorporated association or an authority.

(8) "Such as": see "including".

(9) "Castrol" means Castrol Australia Pty Limited ABN 87 008 459 407 and its successors and assigns.

(10) "You" means the Person or Persons named on the first page as "Guarantor". If there are more than one, You means each of them separately and every two or more of them jointly. You includes Your successors.

9.2 The singular includes the plural and vice versa. A reference to:

(1) a document includes any variation or (except in the case of the guaranteed agreement) replacement of it;

(2) law means common law, principles of equity and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);

(3) any thing includes the whole and each part of it.

10. Signing pages

10.1 By signing this guarantee and indemnity You:

(1) request Castrol to enter into the guaranteed agreement (or not to immediately enforce the guaranteed agreement) and You agree to be bound by the terms of this guarantee and indemnity in consideration of Castrol doing so; and

(2) acknowledge that before signing this guarantee and indemnity You received and read a copy of the guaranteed agreement made or to be made between the Applicant and Castrol.

Section 5 – Deed of Guarantee and Indemnity (continued)

Important before you sign

- Read this guarantee document and Castrol’s terms and conditions for the supply of the products to which the guaranteed agreement relates.
- You should obtain independent legal advice.
- You should also consider obtaining independent financial advice.
- You should make your own enquiries about the creditworthiness, financial position and honesty of the Applicant.
- Understand that, by signing this guarantee You may become personally responsible instead of or as well as, the Applicant, to pay amounts which the Applicant owes and the reasonable expenses of Castrol in enforcing the guarantee.
- If the Applicant does not pay You must pay.
- You may be able to withdraw from this guarantee or limit your liability. Ask your legal advisor about this before You sign.

The Customer

Customer Name

ABN

ACN

Address
(street address)

Full name of guarantor 1

Residential address

Signature of guarantor 1

Date

Full name of witness

Signature of witness

**Witness need to be a third party and not related to a guarantor.*

Full name of guarantor 2

Residential address

Signature of guarantor 2

Date

Full name of witness

Signature of witness

**Witness need to be a third party and not related to a guarantor.*

Full name of guarantor 3

Residential address

Signature of guarantor 3

Date

Full name of witness

Signature of witness

**Witness need to be a third party and not related to a guarantor.*

Full name of guarantor 4

Residential address

Signature of guarantor 4

Date

Full name of witness

Signature of witness

**Witness need to be a third party and not related to a guarantor.*

**Please note that a Director cannot witness another Director’s signature.*

Company guarantor (ONLY fill in if a company is providing a guarantee)

Name of guarantor company

ABN

in accordance with section 127(1) of the Corporations Act 2001:

Name of Director

Signature

X

Name of Director/Secretary

Signature

X

Section 6 – Direct Debit Client Service Agreement

Definitions

- "Account" means the account held at your Financial Institution from which CASTROL AUSTRALIA PTY LIMITED is authorised to arrange for funds to be debited.
- "Agreement" means this Direct Debit Client Service Agreement between You and CASTROL AUSTRALIA PTY LIMITED.
- "Business 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 CASTROL AUSTRALIA PTY LIMITED is due.
- "Debit Payment" means a particular transaction where a debit is made.
- "Direct Debit Request" means the Direct Debit Request between CASTROL AUSTRALIA PTY LIMITED and You.
- "CASTROL AUSTRALIA PTY LIMITED" means Castrol Australia Pty Limited.
- "You" means the customer who signed the Direct Debit Request.
- "Your Financial Institution" is the financial institution where You hold the account that You have authorised CASTROL AUSTRALIA PTY LIMITED to arrange to debit.

1. Debiting your account

- 1.1 By signing a Direct Debit Request, You have authorised CASTROL AUSTRALIA PTY LIMITED to arrange for funds to be debited from Your Account.
- 1.2 CASTROL AUSTRALIA PTY LIMITED 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 CASTROL AUSTRALIA PTY LIMITED and when it is due.
- 1.3 If the Direct Debit Day falls on a day that is not a Business Day, CASTROL AUSTRALIA PTY LIMITED may direct your Financial Institution to debit your account on the prior Business Day.

2. Changes by CASTROL AUSTRALIA PTY LIMITED

- 2.1 CASTROL AUSTRALIA PTY LIMITED may, by giving You at least fourteen (14) days written notice:
- (a) vary any details of this Agreement or a Direct Debit Request at any time; or
- (b) terminate a Direct Debit Request and arrange with You an alternate payment method.

3. Changes by You

- 3.1 Subject to clause 3.2, You may change the arrangements under a Direct Debit Request by contacting CASTROL AUSTRALIA PTY LIMITED on 1300 666 670.
- 3.2 If You wish to:
- (a) stop or defer a Debit Payment;
- (b) cancel Your authority for CASTROL AUSTRALIA PTY LIMITED to debit your Account; or
- (c) request a change to the amount and/or frequency of funds being debited from Your Account,
- (d) You must notify CASTROL AUSTRALIA PTY LIMITED in writing at least fourteen (14) days before the next Debit Day. CASTROL AUSTRALIA PTY LIMITED will respond prior to the next Debit Day.

4. Your obligations

- 4.1 It is Your responsibility to:
- (a) ensure that there are sufficient clear funds available in your Account to allow a Debit Payment to be made on the Debit Day in accordance with the Direct Debit Request;
- (b) ensure that the authorisation given to draw on your Account is identical to the account signing instruction held by your Financial Institution;
- (c) advise CASTROL AUSTRALIA PTY LIMITED if your Account is transferred or closed; and
- (d) arrange a suitable alternate payment method if the drawing arrangements are cancelled either by you or your Financial Institution.
- 4.2 If there are insufficient clear funds in Your Account to meet a Debit Payment or the Direct Debit Request fails to meet the requirements of your Financial institution:
- (a) you may be charged a fee and/or interest by your Financial Institution;

(b) you may also incur fees or charges imposed or incurred by CASTROL AUSTRALIA PTY LIMITED.

4.3 You should check Your Account statement to verify that the amounts debited from your Accounts are correct.

4.4 If Castrol is liable to pay goods and services tax ("GST") on a supply made by Castrol's bank in connection with this Agreement, then You agree to pay Castrol's bank on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

4.5 You agree to indemnify CASTROL AUSTRALIA PTY LIMITED and to keep CASTROL AUSTRALIA PTY LIMITED indemnified against all claims, demands, actions, suits and proceedings whatsoever against CASTROL AUSTRALIA PTY LIMITED or any of its employees, contractors or agents arising out of or in connection with Your instruction in the Direct Debit Request.

5. Confidentiality

5.1 CASTROL AUSTRALIA PTY LIMITED will keep any information (including Your Account details) in your Direct Debit Request confidential.

5.2 CASTROL AUSTRALIA PTY LIMITED will only disclose information that we have about You:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this Agreement (including disclosing information in connection with any query or dispute referred to in clause 6).

6. Dispute

6.1 If you believe that there has been an error in debiting your Account, you should notify CASTROL AUSTRALIA PTY LIMITED directly on 1300 666 670 and confirm that notice in writing with CASTROL AUSTRALIA PTY LIMITED as soon as possible so that CASTROL AUSTRALIA PTY LIMITED can resolve your query more quickly.

6.2 If CASTROL AUSTRALIA PTY LIMITED concludes 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. CASTROL AUSTRALIA PTY LIMITED will also notify you in writing of the amount by which Your Account has been adjusted.

6.3 If CASTROL AUSTRALIA PTY LIMITED concludes as a result of our investigations that Your Account had not been incorrectly debited we will respond to Your query by providing You with reasons and any evidence for this finding.

6.4 If we cannot resolve the matter you can still refer it to your Financial Institution which may lodge a claim on your behalf.

7. Notice

7.1 If You wish to notify CASTROL AUSTRALIA PTY LIMITED in writing about anything relating to this agreement, you should write or send a facsimile to:

Address: Castrol Australia Pty Ltd
Credit Services Dept
GPO Box 5222 BB
Melbourne Victoria 3001

Facsimile: 1300 720 159

7.2 Any notice will be deemed to have been received:

- (a) if sent by mail, five days after it is posted;
- (b) if personally delivered, when delivered;
- (c) if sent by facsimile transmission, when dispatched provided the machine on the sending party has produced a printed record of the transmission.

8. This Agreement will be governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of that State.

Section 7 – Terms and Conditions of Trade

Terms and conditions of trade

1. Interpretation

- "Castrol" means Castrol Australia Pty Limited (ABN 87 008 459 407);
- "Purchaser" means the entity to whom Goods are supplied by Castrol;
- "Contract" means a contract of sale of goods arising out of an order accepted by Castrol;
- "Goods" means any goods and or services supplied by Castrol including goods described in any order or Invoice; and
- "Invoice" means the invoice issued by Castrol in relation to each Contract.
- "Authority" means a government or government department, a governmental, semi-governmental or judicial person or person (whether autonomous or not) charged with the administration of any Law.
- "Carbon Cost" means any cost, expense, charge, liability, obligation, tax, royalty rate, duty, levy or penalty (present or in the future) arising from a Carbon Scheme and includes:
 - (a) any cost incurred to acquire, account for, register or trade any Permits; and
 - (b) any other cost incurred which arises from compliance with the Carbon Scheme, including internal compliance costs and costs arising from the need to record, account for or report any greenhouse gas emissions or related activities;
- "Carbon Scheme" means any taxation scheme, statutory emissions trading scheme or other scheme for the purposes of managing, limiting or reducing greenhouse gas concentrations;
- "Change in Law" means:
 - (a) the introduction, amendment or repeal of any Law;
 - (b) the imposition by an Authority of any tax, levy, duty, imposts or charge not in force as at the Commencement Date;
 - (c) any variation to the rate of any tax, levy, duty, impost or charge prevailing as at the Commencement Date; or

(d) any variation in the basis of calculation of any tax, levy, duty, impost or charge prevailing as at the Commencement Date.

- "Law" means any law, by-law, statute, regulation, ordinance, judgment, rule of common law or equity, condition of any authorisation or rule of an applicable stock exchange, as amended, consolidated or replaced.
- "Permit" means a permit, credit, offset, allowance or other right under the Carbon Scheme which is capable of being held or surrendered by a person to satisfy an obligation or liability under the Carbon Scheme relating to the emission or reduction of a specified quantity of greenhouse gas.
- "PPSA" means the Personal Property Securities Act 2009 (Cth).
- "PPS Register" means the Personal Property Securities Register established under the PPSA.
- "Relevant Collateral" means Collateral which is the subject of a Security Interest granted under this Contract.
- "Security Interest" has the meaning given in the PPSA.

2. Operation

2.1 Every Contract is governed by these terms and conditions, the terms of the relevant Invoice and any other written agreement between Castrol and the Purchaser, which constitute the entire agreement between the parties. Any terms and conditions contained in the Purchaser's order documentation inconsistent with these terms and conditions (including a statement by the Purchaser that the Purchaser's terms and conditions prevail) are hereby expressly excluded.

Section 7 – Terms and Conditions of Trade (continued)

Any acceptance by the Purchaser of the Goods will be deemed to be acceptance that these terms and conditions are incorporated in the Contract to the exclusion of all others.

2.2 Castrol may at any time after the giving of at least 28 days' notice to the Purchaser vary these terms and conditions.

2.3 Orders for Goods must be made in a manner acceptable to Castrol. Castrol may in its absolute discretion accept an order received from the Purchaser. Such acceptance may be made by written notice or by delivery of the Goods to the Purchaser. Each order the Purchaser places shall be and be deemed to be a representation made at the time that it is solvent and able to pay all of its debts as and when they fall due.

2.4 When any order is placed, the Purchaser shall inform Castrol of any material facts which would or might reasonably affect the commercial decision by Castrol to accept the order and/or grant credit in relation thereto, and any failure to do so by or on behalf of the Purchaser shall create and be deemed to constitute the taking of an unfair advantage of Castrol and to be unconscionable, misleading and deceptive.

3. Prices and terms of payment

3.1 Prices of the Goods ordered (including without limitation, GST, stamp duty and other governmental taxes and imposts in relation to the Goods or any Contract) will be set out in the relevant Invoice. Payment of the price of all Goods supplied and of all other amounts Castrol is entitled to charge the Purchaser in the Invoice must be made:

(a) where Castrol has not agreed to grant credit to the Purchaser, on the delivery of the Goods; or

(b) where Castrol has agreed to grant credit to the Purchaser; in accordance with the payment terms stated on the invoice for the Goods ("Due Date"), which payments must be made without any set-off whatsoever. Time is of the essence of the performance and observation of the Purchaser's obligation to make payment. In the event that an Invoice incorrectly states the type, quantity or price of the Goods ordered, Castrol may correct the original Invoice by issuing such further Invoices as may be necessary.

3.2 The Purchaser must pay to Castrol the price for the Goods by direct debit from the Purchaser's bank account by the date or within a period specified by Castrol. Castrol may agree to alternative terms of payment.

3.3 All losses and costs, including legal costs, arising from the Purchaser's failure to pay the total amount of any Invoice on the due date are recoverable from the Purchaser as liquidated damages.

3.4 If the Purchaser defaults in the performance of any of its obligations hereunder, or the contract terminates for whatever reason, the Purchaser must pay to Castrol all monies outstanding, including the price for Goods, the balance of any loan, interest on the outstanding amount at the average rate charged by the NAB bank on credit card accounts from time to time from the day upon which the outstanding amount was due until the day on which it is paid in full and legal costs.

3.5 The Purchaser agrees upon request to charge in favour of Castrol (i) by way of a fixed charge all its books of account, goodwill, documents of title and current and later acquired real and intellectual property and (ii) by way of a floating charge, the whole of the Purchaser's other undertaking, property and assets, with payment of all monies owed to Castrol.

3.6 If there is any Change in Law which results in the creation of a Carbon Cost to Castrol in respect of the Goods supplied to the Purchaser under this Contract, and to the extent that the cost is not reimbursed to Castrol under any other provision of this Contract, then the Prices payable by the Purchaser to Castrol under this Contract shall be adjusted accordingly to reflect the impact attributable to the Change in Law. Any Price adjustment shall be effective as of the date of any Change in Law.

3.7 The Purchaser agrees that, for administrative purposes, a minimum order fee of \$25.00 plus GST will be charged by Castrol where the original order volume is less than 40 Litres ("minimum order quantity") and is supplied from ALMC operated stores. This charge applies to all Goods purchases.

4. Title – property in the goods

4.1 Property in products shall not pass until payment in full of all monies owed for those products or on any other basis and Castrol reserves the right to take possession and dispose of products as it sees fit at any time until full payment. The Purchaser grants permission to Castrol to enter any property where any product is in order to do so and with such force as is necessary.

4.2 Where the total amount due is in breach of the agreed payment terms and is not paid following demand by Castrol or Castrol has reasonable grounds to believe that the Purchaser has committed an act of bankruptcy, that a receiver and or manager has been appointed over any of the assets or undertaking of the Purchaser, that the Purchaser is unable to pay its debts when due or is unable to pay its debts within the meaning of the Corporations Law or that an application or order has been made for the winding up or dissolution of the Purchaser, or is otherwise insolvent, insolvent under administration or has a controller appointed (as defined in the Corporations Law), in liquidation, in provisional liquidation or is under administration, the Purchaser must, if requested by Castrol, deliver up the relevant Goods to Castrol, failing which Castrol is irrevocably authorised to enter the place where the Goods are situated and repossess the Goods and dispose of them as it sees fit.

4.3 Until title to the Goods passes and without prejudice to any other rights of Castrol:

- (a) the Purchaser possesses the Goods as bailee only; and
- (b) the Purchaser may utilise the Goods in the ordinary course of business or sell the Goods as a principal and not as agent for Castrol but if the Goods are sold, the benefit and proceeds of such sale belongs to Castrol absolutely; and
- (i) the Purchaser must keep the Goods free of any encumbrance; and
- (ii) Castrol may maintain an action for the proceeds of the sale of the Goods by the Purchaser.

5. Delivery and risk

5.1 The Goods will be delivered at the premises of the Purchaser advised to Castrol from time to time or with the prior agreement of Castrol, at Castrol's premises or the premises

of the relevant Castrol distributor. Unless expressly provided to the contrary, the Purchaser requests Castrol to arrange the consignment of the Goods to the Purchaser. Notwithstanding clause 4.1, the Goods will be at the Purchaser's risk from the time they are delivered to the Purchaser. No claim of any nature will lie against Castrol for any failure to deliver Goods through whatsoever cause, including negligence.

5.2 The Purchaser must:

- immediately notify Castrol in writing if the Goods have not been received within 5 days of the date of Castrol's delivery docket or Invoice; and
- notify Castrol within 5 days of receipt of the Goods if there is any discrepancy between the Goods delivered and the Goods ordered, including if there is any shortage.

5.3 The Purchaser must store the Goods so that they are clearly identifiable as the property of Castrol until such time as payment in full for the Goods has been received by Castrol.

5.4 The Purchaser must insure the Goods from the date of delivery until the date the Purchaser pays Castrol for the Goods.

6. Pallets

6.1 The Purchaser agrees that where Goods are supplied by Castrol on CHEP pallets, the Purchaser must either:

- provide Castrol with details of a current CHEP account; or
- provide Castrol with a CHEP replacement pallet at the time the Goods are delivered to the Purchaser.

6.2 Where the Purchaser elects to maintain a CHEP account, the Purchaser hereby authorises Castrol to transfer the pallets delivered into the Purchaser's CHEP account.

7. Resupply or use

The Purchaser acknowledges that all Goods purchased from Castrol are purchased in the ordinary course of the Purchaser's business for the purpose of consuming them or transforming them within the Purchaser's business or of reselling or re-supplying the Goods. The Purchaser must only resell or re-supply the Goods in the same condition, packaging and get up as that originally supplied by Castrol and the Purchaser must not alter, remove, conceal or vary any notice, promotional material, trademark or trade name appearing on the Goods or their packaging.

8. Returns and exchanges

Goods may be returned for credit or exchange only at the discretion of and with the prior approval of Castrol. Castrol disclaims liability for any returns whilst in transit to or from Castrol. If Goods are returned to Castrol without prior approval, the Goods will be returned to the Purchaser at the Purchaser's expense which expense is payable by the Purchaser on demand by Castrol.

9. Limitation of liability

9.1 To the extent permissible by law, all express and implied warranties and conditions in relation to the Goods or this agreement, statutory or otherwise, are hereby excluded and the liability of Castrol which may arise pursuant to the breach of any express or implied warranty in relation to the Goods or this agreement, including the warranties implied by the provisions of Division 2 of Part V of the Trade Practices Act 1974, and the liability of Castrol which may arise pursuant to Division 2A of Part V of the Trade Practices Act or in negligence or otherwise, will be limited to, in the case of goods, the replacement of the goods, the supply of equivalent goods or the payment of the cost of replacing the Goods or of acquiring equivalent goods or, in the case of services, the supply of the service again or the payment of the cost of having the services supplied again. The choice of remedy will be at the discretion of Castrol and the Purchaser acknowledges that the limitation of liability in this clause 9.1 is fair and reasonable.

9.2 The Purchaser acknowledges that if the Purchaser on-sells the Goods to another person, it will limit its liability to the other person as set out in clause 9.1 and will ensure that the other person is bound by this clause 9.2.

10. Safety responsibility, specification and indemnity

10.1 The Purchaser is responsible for the proper storage, handling and transportation of the Goods and undertakes to do all that is necessary to ensure that the Goods are stored, handled and transported in accordance with any specification, Australian design rules, legislative or other applicable standard that may be issued from time to time and that the Goods will be properly stored, handled and transported without risk to safety, health or the environment and according to law. The Purchaser acknowledges that:

- (a) Castrol has not given or made any express warranties in relation to the Goods;
- (b) It will inspect the Goods immediately on delivery.

10.2 Except as otherwise required by legislation, the Purchaser must indemnify and hold Castrol harmless against any claim, action, damage, loss, liability, cost, charge, obligation, expense, outgoing or payment ("Claim") which Castrol suffers, incurs or is liable for in respect of any claim, proceeding or demand by any person at any time arising out of or otherwise in connection with:

- the Goods, or the use, storage, handling or transportation of the Goods including, without limitation, any Claim arising under any law concerning, in any way, environmental matters;
- the supply of the Goods to the Purchaser including without limitation, a Claim with respect to delivery costs, sales tax, stamp duty or any other environmental taxes, imposts, fines or penalties in relation to the Goods supplied to the Purchaser;
- Castrol exercising its rights under clause 4.1 to 4.3 inclusive; and
- the re-supply of the Goods to third parties including, without limitation, a Claim under Part VA of the Trade Practices Act arising due to the failure of the Purchaser to comply with its obligations under clause 7 or 10.1.

11. Account application

11.1 The Purchaser represents and warrants that all information set out in any account application provided to Castrol by the Purchaser is true, correct in all respects and not, whether by omission, or otherwise, misleading and that the Purchaser has not withheld from Castrol any fact material to the decision of Castrol to provide credit to the Purchaser.

Section 7 – Terms and Conditions of Trade (continued)

11.2 The Purchaser authorises Castrol to make all enquiries, which Castrol deems necessary in order to assess the credit worthiness of the Purchaser including, without limitation, enquiries to any referee or to any credit reporting or credit rating organisation.

11.3 Castrol may, in its absolute discretion, grant credit to the Purchaser and determine the terms on which such credit will be granted and vary the terms of or withdraw any credit granted to the Purchaser at any time and from time to time.

12. Equipment

12.1 The Purchaser must:

- provide and maintain suitable and safe equipment to receive delivery of the Goods;
- and comply with all relevant Laws and Australian Standards relating to the operation and installation of the equipment; and
- provide to Castrol evidence that it holds all relevant licences, permits, registrations and other requirements necessary for the storage and handling of the Goods. 12.2 Where the Purchaser stores the goods in underground tanks, the Purchaser must carry out daily Goods reconciliation. If requested by Castrol, the Purchaser must provide to Castrol copies of Goods reconciliation reports within 7 days of the request.

12.3 The Purchaser must report to Castrol any detected leakage of Goods within 24 hours.

12.4 If the Purchaser does not comply with any of the obligations set out in this clause, Castrol may cease delivering Goods to the Purchaser until the Purchaser provides written documentation that satisfies Castrol that the equipment is suitable and safe to receive delivery of Goods.

13. Confidentiality

The Purchaser must keep these terms and conditions, the price of the supply of the Goods and all information relating to these terms and conditions, including all specifications or descriptions of the Goods which are designated by Castrol to be confidential, strictly confidential and must not without the prior written consent of Castrol, disclose any of the above information to any third party except if required to make such disclosure pursuant to any law, regulation or court order or in circumstances where the information has come within the public domain otherwise than by a breach of an obligation owed to Castrol.

14. General conditions

14.1 It is expressly agreed that:

- if any provision of these terms is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions of the Contract;
- all rights, immunities and limitations of liability in the Contract will continue to have their full force and effect in all circumstances notwithstanding any breach of the Contract by Castrol or the Purchaser;
- the rights of Castrol and the Purchaser will not be prejudiced or restricted by an indulgence or forbearance extended by either party and such indulgence or forbearance will not operate as a waiver of any other breach.

14.2 Castrol accepts no responsibility for loss, delays or non-delivery arising by reason of riot, civil commotion, war, whether declared or not, accident, shortened hours of labour, strikes, lockouts, storm, floods, fire or any other circumstances (whether of a kind mentioned in this clause or not) beyond the control of Castrol.

14.3 The Purchaser is not a partner, joint venturer or agent of Castrol and is not authorised to hold itself out as a partner, joint venturer or agent of Castrol or purport to incur any obligation, or make or give any promise, undertaking or warranty or representation on behalf of Castrol. The Purchaser does not have the exclusive right to purchase the Goods from Castrol or to re-supply the Goods and Castrol may sell the Goods to any person in any location without reference to the Purchaser.

14.4 Any notice given in relation to this Agreement:

- (a) must be in writing; and
- (b) must be given to a party by facsimile, post, email or hand at that party's address as specified in the Customer's application to Castrol for credit, or any updated address notified to the other party.

14.5 A notice sent:

- (a) by post shall be deemed to be received at the time when in due course of postage it would be delivered at the address to which it was posted;
- (b) by email shall be deemed to be received at the time shown in a delivery confirmation report generated by the sender's email address system; and/or
- (c) by facsimile transmission shall be deemed to be received when the receipt is acknowledged.

14.6 This Agreement is governed by the laws in force in the State of Victoria. Each party submits to the non-exclusive jurisdiction of the Victorian courts in connection with matters concerning this Agreement.

15. Privacy

15.1 The Purchaser acknowledges that the personal information collected by Castrol Australia Pty Limited is for the primary purpose of assessing your application and administering any business relationship between us. The Purchaser also acknowledges that this information will be entered on to databases controlled by Castrol Australia Pty Limited and its associated companies and consents to the use of information supplied for that purpose.

15.2 Castrol Australia Pty Limited will only deal with this personal information in accordance with the Privacy Act 1988 as it is amended. If the Purchaser wishes to access this information, please contact your Castrol representative.

16. Security interest

16.1 In this clause, the terms "Accession", "Collateral", "Inventory", "PPS Lease", "Proceeds", "Purchase Money Security Interest" and "Secured Party" have the meaning given in the PPSA. 16.2 The Purchaser acknowledges that:

- (a) the delivery of the Goods under this Contract gives rise to a Security Interest in the Goods being a Purchase Money Security Interest;
- (b) Castrol's rights and interest in Proceeds derived from the Goods constitute a Security Interest in such Proceeds;

(c) if, notwithstanding clause 4, the Purchaser sells or otherwise disposes of the Goods before the full purchase price has been paid for the Goods, it does so as Castrol's fiduciary agent and the Proceeds of such sale or other disposal are also property of Castrol and are held by the Purchaser on trust for Castrol;

16.3 Castrol may, at the Purchaser's expense, register any Security Interest granted under this Contract on the PPS Register in any manner it chooses. The Purchaser must provide Castrol with any information it requires for the purposes of effecting such registration. For the purposes of section 157(3) of the PPSA, the Purchaser irrevocably and unconditionally waives its right to receive any notice from Castrol in connection with the registration of a Security Interest arising under this Contract.

16.4 The Purchaser agrees to take such steps as Castrol reasonably requires to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under this Contract, including by:

- (a) obtaining and giving consents;
- (b) producing and providing receipts;
- (c) attending to the signing of documents or procuring the signing of documents;
- (d) facilitating the registration of any Security Interest on the PPS Register;
- (e) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest over Relevant Collateral; and
- (f) facilitating the exercise of Castrol's right in enforcing any Security Interest.

16.5 Unless otherwise agreed in writing and until the Purchaser has paid to Castrol the full purchase price in respect of any Goods, the Purchaser agrees:

- (a) to ensure that the Goods do not become a fixture to any land or an Accession to other goods and are not processed or commingled with other goods;
- (b) to take such steps as Castrol reasonably requires to prevent or remedy the affixation of the Goods to any land or goods including by:
 - (i) procuring appropriate acknowledgements and consents from landlords, mortgagees and property owners; and
 - (ii) detaching, or procuring the detachment of, the Goods from any land or goods to which they become attached.

16.6 The Purchaser warrants that the Goods are not, and will not be, Inventory of the Customer.

16.7 The parties agree that for the purposes of section 115 of the PPSA, the following sections of the PPSA will not apply to any Relevant Collateral:

- (a) section 95 (notice by Secured Party of removal of Accession);
- (b) section 121(4) (notice by Secured Party of enforcement of Security Interest in liquid assets);
- (c) section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure);
- (d) section 130, to the extent that it requires Castrol to give any notice to the Purchaser (notice by Secured Party of disposal of Collateral);
- (e) section 132(3)(d) (obligation of Secured Party to show amounts paid to other Secured Parties in statement of account);
- (f) section 132(4) (statement of account by Secured Party if it does not dispose of Collateral within prescribed period); and
- (g) section 135 (notice by Secured Party of retention of Collateral).

16.8 Without limiting any other provision of this Contract, it is a default of the Purchaser under this Contract for the purposes of section 123(1) of the PPSA if any person with a Security Interest in Relevant Collateral seizes or becomes entitled to seize that Relevant Collateral without the consent of Castrol.

17. Anti-Bribery and corruption

17.1 Castrol expressly prohibits payment of bribes and also payment of any so-called "facilitation" or "grease" payments in connection with Castrol's business operations by any party engaged to provide goods or services to Castrol or to whom Castrol provides goods or services. Therefore, the Purchaser represents and warrants that it currently complies and will continue to comply with all anti-corruption laws applicable to either party and that it will comply with the principles of Castrol's Code of Conduct in connection with this Contract.

17.2 The Purchaser represents and warrants that it has not made, offered, promised or authorised and will not make, offer, promise or authorise any improper or illegal payment, gift or other advantage, whether directly or through any other person or entity, to any third party, including any "government official" (i.e., any person holding a legislative, administrative, or judicial office, including any person employed by or acting on behalf of a public agency, a government-controlled enterprise, or a public international organisation) or any political party or political party official or candidate for office, for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business or where it would otherwise be improper for such advantage to be accepted.

17.3 Except as otherwise disclosed in writing to Castrol, as at the date of execution of this Contract and during the term of this Contract, no "government official" is or will become associated with, or will own or presently owns any interest in the Purchaser. At the request of Castrol, the Purchaser shall allow Castrol to review or audit the Purchaser's books, records and files relating to this Contract, and relating to the ownership of the Purchaser and parties that have legal and equitable interests in the Purchaser. The Purchaser will provide information and answer any reasonable questions that Castrol may have relating to:

- (a) the Purchaser's performance of this Contract in order to assess compliance with this Clause 17, and
- (b) any ongoing background checks Castrol may wish to make while this Contract is on foot in relation to the Purchaser, and the Purchaser hereby provides continuing authorisation to Castrol to make such checks from time to time, including but not limited to inquiries with Government and other government related bodies.

17.4 Castrol shall have the right to terminate this Contract and/or suspend payment hereunder with immediate effect if Castrol reasonably believes that any of the agreements, undertakings, representations or requirements set forth in this clause 17 have not been complied with or fulfilled by the Purchaser.