

## Farm Fuel Direct Terms and Conditions

### THE AGREEMENT

1. This Agreement outlined herein is made between the Supplier and Customer as detailed in Schedule 1a) and b) and forms the binding agreement between the two parties.
2. This Agreement shall be effective from the Date of Execution as detailed in Schedule 1c), for the Contract Term as specified in Schedule 1 e).

### SUPPLY OF FUEL

3. The Supplier agrees to supply and sell to the Customer and the Customer agrees to purchase the Fuel under the terms contained within this Agreement.
4. The supply of the Fuel shall commence upon the Date of Execution and shall continue for a five year period or until the Contract Term expires, whichever is first. Reference Schedule 1 e).
5. The Supplier and the Customer agree to negotiate in good faith to extend this Agreement for a mutually agreed period.
6. The Supplier agrees to supply Quantities of Fuel as mutually agreed with the Customer and as per the terms defined in Schedule 1f) and g).
7. The Supplier warrants that all Fuel sold to the Customer will be in accordance with the Commonwealth Government's Fuel Quality Standards Act 2000 as revised from time to time or in accordance with approval granted in accordance with section 13 of the Fuel Quality Standards Act 2000.
8. The Supplier agrees to sell to the Customer the Fuel at a Commercial Wholesale Price (CWP) or as at the Price defined in Schedule 1 h). The Price as defined in Schedule 1h) takes precedence over the CWP. The CWP is determined each week day and emailed to the Customer. The quoted (CWP) is for full tanker loads (refer to Schedule 1g) including cartage and any other customer required sundry charges. Refer to Schedule 1 h).
9. When the Customer requires Fuel, the Customer shall provide the Supplier with an email to sales@farmfueldirect.com.au order request outlining; the Fuel required, the volume of Fuel, the delivery point if the Fuel is to be delivered to a different location to that specified in Schedule 1d), if the Fuel is to be picked up by the Customer.

### DELIVERY

10. The Supplier will arrange transport of the Fuel to the Customer's Delivery Location as outline in Schedule 1d) or Customer will arrange his own transport of the Fuel from the Supplier's Designated Point of Supply as outlined in Schedule 1i).
11. The signature or acknowledgment of delivery by any operator, employee or other person purporting to accept delivery on behalf of the Customer, is prima facie evidence of the fact of delivery and the quantity of fuel products delivered. Alternatively, if electronic cards are used, the electronic record shall be deemed a true and accurate record.
12. If delivery is made by the Supplier to an unattended Delivery Location, the Customer must notify the Supplier of any quantity discrepancy within 24 hours after delivery otherwise the Suppliers records are conclusive.
13. Title to and risk in the fuel products supplied to the Customer passes to the Customer from the Supplier where the Customer (or its agent or contractor) collects the fuel product from a terminal, at the time the relevant fuel product passes through the outlet flange of the tank truck fill stand at the terminal; or in the case of deliveries to the Customer, at the time the relevant

fuel product passes the outlet flange of the relevant delivery vehicle at the Customer Delivery Location.

### PAYMENT

14. The Customer agrees that it will pay for all Fuel supplied within Terms of Payment specified in Schedule 1k) by way of Direct Deposit. The Customer agrees to execute any Direct Debit forms to effect such payment terms.
15. All payments to be made by the Customer to the Supplier under these terms & conditions must be made without any withholding, set-off, counterclaim or deduction.,
16. The Customer agrees that upon signing this agreement, the Customer will provide to the Supplier Security in favour of the Supplier as specified in Schedule 1j) for the Contract Term.
17. The Customer agrees that should it be in breach of clause 14, an Overdue Account Interest Fee of 1.5% per month (18% per annum) on the balance owing will accrue to its account and become payable on demand.
18. In the event the Customer is in breach of clause 14, the Customer agrees to indemnify the Supplier in respect of all damages, losses, commissions, costs including legal, debt collection and process service costs whatsoever or howsoever incurred by the Supplier in respect of any action taken against the Customer to collect any moneys owing under this Agreement.
19. In the event the Customer is in breach of clause 14 the Supplier without prejudice to any other rights it may have under this Agreement may with or without notice, terminate this Agreement.
20. The Customer warrants that it is not bankrupt or insolvent at the time of entering this Agreement and further warrants that all information supplied herein is true and correct in every particular.
21. The Supplier reserves the right to change the terms as defined in clause 14 and 17 at any time on written notice to the Customer.
22. The Customer hereby authorises the Supplier to make any credit inquiry of any supplier; corporation; banking institution; lending authority; business house; or credit reference resource company as to the credit worthiness of the Customer to fulfil this Agreement.
23. The Customer warrants that all storage tanks, pumps, hoses and other equipment that have not been supplied by the Supplier and are used for the storage and dispensing of Fuel supplied under this Agreement are sound, intact, not leaking and in good working condition. In the event the Customer's equipment experiences damage, leakage, environmental damage, or any other operational problems, the Customer hereby indemnifies the Supplier from all claims, suits and damages whatsoever caused by the Customer's alleged faulty storage and dispensing equipment.

### QUALITY & CLAIMS

24. The Supplier warrants that all Fuel supplied under this Agreement meet the standards and specifications claimed on the Supplier's Product Data Sheets which are available to the Customer at the Customer's request.
25. The Supplier is not, to the fullest extent permitted by law, responsible for any claim regarding quality where there was commingling of products/materials through a means of delivery employed by the Customer.
26. If a quality incident occurs pertaining to the Fuel supplied under this Agreement, resulting in the Customer making a Claim on the Supplier, the Customer shall:
  - i. Promptly inform the Supplier of all complaints or claims in respect of the Fuel.

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- ii. Take reasonable measures to mitigate any loss and/or damage arising in connection with the circumstances giving rise to the claim; and
  - iii. Promptly deal with all complaints or claims in respect of any of the Fuel in a way which will not result in the Supplier incurring any liability.
27. The Customer may not make a claim against the Supplier in respect of the quantity, quality or price of the Fuel:
- i. Unless it notifies Supplier of the claim as soon as it becomes aware of the matter and in any event within 60 days; and
  - ii. Unless resolved sooner, it has begun court proceedings relating to the claim within 3 months, in each case after the date of supply or other event from which the claim arises.
28. The fact that the Customer has made a claim against the Supplier does not relieve it of its obligation to pay in full for the relevant fuel products pending resolution of the claim.
29. Where a Customer wishes to make a claim in relation to the quality of a Fuel supplied under this Agreement, it must follow the following procedure:
- i. The Customer must take a sample of the relevant product in the presence of a Supplier representative;
  - ii. The Customer and Supplier will agree on the point and method of sampling and the testing standards to apply. In the absence of agreement, the method will be reasonably designated by the Supplier;
  - iii. The costs for the tests will be borne by the party not supported by the test results; and
  - iv. If the Customer elects to not take an independent sample, the Supplier's samples will be deemed conclusive.
37. The Supplier's liability, subject to any condition or warranty implied in favour of the Customer by the Trade Practices Act 1974 (Cth) or any other applicable law which cannot lawfully be excluded, the Supplier's liability for defective Fuel including for breach of any implied condition or warranty will be limited to (at Supplier's option):
- i. The replacement of the supplied products or the supply of equivalent products; and
  - ii. The payment of the cost of replacing the supplied products or of acquiring equivalent products.
38. The Customer indemnifies the Supplier from all claims, suits and damages whatsoever (including personal injury and damage to property but excluding indirect or consequential losses and loss of revenue, profit, goodwill and opportunity) to the extent they are directly caused by the Supplier's activities at the Customer's premises in connection with this Agreement.

### EXCISE

39. In the case of the Customer buying biodiesel blends the Customer shall advise the Supplier immediately if the Customer Delivery Location is a licensed premises for excise purposes.
40. The Customer agrees they will not make a claim under the Cleaner Fuels Grants Scheme (CFGs) unless mutually agreed in writing with the Supplier.

### SCOPE OF AGREEMENT

30. Either party shall be entitled to terminate this Agreement by written notice one to the other if the other party fails to make any payment in accordance with this Agreement or commits any other breach of this Agreement and does not remedy that failure to pay or other breach within 7 days of receiving written notice specifying the failure to pay or other breach.
31. The right to require strict performance of the Agreement shall not be affected by any indulgence, waiver or course of dealing and any waiver shall be deemed not to be a continuing waiver.
32. The Supplier may assign its rights and benefits under this Contract without the Customer's consent. The Customer must not assign or encumber any of its rights and benefits under this Contract without the Supplier's prior written consent.
33. This Agreement and the rights and obligations of the parties to it shall be construed and interpreted in accordance with the laws in force in New South Wales and the Federal Courts of Australia and each of the parties hereby irrevocably submits to their jurisdiction and all Courts to which appeal may lie therefrom.
34. Both parties acknowledge and agree that this supply agreement is private and confidential and the contents are not to be divulged to third parties.

### LIABILITY

35. The Supplier shall not be liable for risks and losses associated with the sale, resale or use of the Fuel supplied under this Agreement, whether sold, resold or used singly or in combination with other substances or any process.
36. The Supplier indemnifies the Customer from all claims, suits and damages whatsoever (including personal injury and damage to property but excluding indirect or consequential losses and loss of revenue, profit, goodwill and opportunity) to the extent they are directly caused by the Supplier's activities at the Customer's premises in connection with this Agreement.

## Terms and Conditions - Schedule 1

<b>a) Clause 1: Supplier</b>	Petro National Pty Ltd ABN 83 606 401 325 Level 28, 45 Clarence Street, Sydney NSW 2000 Tel: +61 (0)2 9016 8514 Fax: +61 (0)2 9929 2243 Email: sales@farmfueldirect.com.au <i>Farm Fuel Direct is a registered brand and business name owned by Ruralco Holdings Limited and Petro National Pty Limited (ABN 83 606 401 325). Fuel supplied by under the brand Farm Fuel Direct is supplied by Petro National Pty Limited (ABN 83 606 401 325) to the Customer. As such the customer acknowledges that it is contracting with the entity Petro National Pty Limited</i>
<b>b) Clause 1: Customer</b>	Customer as noted on page 1 of the Farm Fuel Direct Customer Registration Form
<b>c) Clause 2,4: Date of Execution</b>	Date of execution of this document (per page 3)
<b>d) Clause 9,10: Customer Delivery Location</b>	As noted on page 1 of the Customer Registration Form
<b>e) Clause 2,4: Contract Term</b>	The Contract term shall commence from the date of signing the Customer Registration Form and continue until terminated by either party.
<b>f) Clause 3, 6: Fuel</b>	Goods that may be supplied under this agreement include :-  ULSD (diesel), ULP and / or B5
<b>g) Clause 6: Quantities of Fuel</b>	The Customer and the Supplier agree that for the purposes of this agreement the volumes will be specified on the Customer's individual Purchase Orders.
<b>h) Clause 8: Pricing</b>	The pricing will be the pricing as agreed from time to time between Petro National Pty Limited (Farm Fuel Direct) and the Customer
<b>i) Clause 10: Supplier's Designated Point of Supply</b>	As specified by the Customer on page 1 of the Customer Registration Form
<b>j) Clause 16: Security</b>	Not Applicable unless requested by Petro National Pty Limited
<b>k) Clause 14: Terms of Payment</b>	End of Month plus 30 days
<b>l) Supplier's Representative</b>	To be advised by Petro National Pty Limited
<b>m) Customer's Representative</b>	As noted on page 1 of the Customer Registration Form
<b>n) Customer's Accounts Payable Contact:</b>	As noted on page 1 of Customer Registration Form

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