

STARCARD TERMS AND CONDITIONS

1. Acceptance of Application

1.1 Caltex may accept or decline an Application (at its sole discretion) by a written notice to the Customer after the receipt of the correctly completed Application and all supporting information that may be requested.

1.2 If Caltex accepts an Application, Caltex agrees to provide the Customer with the StarCard Facility on these Standard Terms and Conditions.

1.3 In consideration of Caltex providing the Customer with the StarCard Facility, the Customer agrees to be bound by these Standard Terms and Conditions.

1.4 These Standard Terms and Conditions include the Application, the Direct Debit Service Agreement and the Deed of Guarantee Indemnity and Charge.

2. Term

2.1 These Standard Terms and Conditions commence when Caltex accepts the Customer's Application and continue until terminated in accordance with clause 15.

3. Contact Details

3.1 Subject to clause 7, the Customer may contact Caltex

using these Contact Details:

StarCard Support: 1300 365 096

StarCard Online: www.caltex.com.au

Address: GPO Box 3998 Sydney NSW 2001

Fax: (02) 9250 5797

E-mail: starcard@caltex.com.au

or such Contact Details as Caltex may from time to time advise

4. Purchases

4.1 Caltex agrees to provide the Customer with the StarCard Facility for the purposes of purchasing some or all of Products and Services from Merchants.

4.2 The Customer agrees that the StarCard Facility must be used by the Customer wholly or predominantly for business purposes.

4.3 The Customer must pay the prices charged by the Merchant for Products and Services at the time of the Transaction, unless different prices are agreed in advance between the Customer and Caltex in writing.

4.4 In addition to the price for Products and Services, the Customer must pay:

(a) any duties, taxes, government charges, levies and other imposts presently or in the future being levied by any government or regulatory authority on any of the Products or Services, or the price of any of the Products or Services, in the amounts applicable from time to time;

(b) any costs incurred by Caltex in order to comply with the present and/or future requirements of any government or regulatory authority, including any requirements relating to pollution, carbon, emissions and greenhouse gases (including reporting requirements, the holding of permits and the holding of off-set credits), to the extent such costs increase the cost of any Products or Services or the cost of production or delivery of any of the Products or Services;

(c) a Card Fee as advised to the Customer from time to time by Caltex in writing;

(d) a Value Added Fee as advised to the Customer from time to time by Caltex in writing; and

(e) Late Payment Fee as advised to the Customer from time to time by Caltex in writing;

and

(f) GST, where applicable.

4.5 Caltex will charge all amounts due for the purchases of Products and Services to the Customer's Card Account.

5. Use of Cards

5.1 Caltex may issue any Cards to the Customer for the persons or vehicles nominated in the Application.

5.2 Subject to clause 7, the Customer, as the StarCard Facility holder, is responsible for the use of the Cards by any of the Cardholders, including the use of PINs.

5.3 The Cardholder must provide the Card to the Merchant at the time of the Transaction.

5.4 The Customer may only use the Cards which are valid and, subject to earlier suspension and termination, only until the expiry date shown on the Card. Subject to clause 7, he Customer shall be responsible for any purchases, fees and charges incurred on expired, suspended or otherwise invalid Cards.

5.5 All Cards remain the property of Caltex at all times. Caltex may, provided it has a legitimate business reason for doing so, or if the Customer is in breach of these Standard Terms and Conditions, at any time, cancel or require the Customer to return or destroy any Card. Where the Customer is not otherwise in breach of these Standard Terms and Conditions, Caltex will reissue a replacement Card to the Customer as soon as practicable.

5.6 The Cards may not be used to obtain cash, cash equivalent of a Product or Service or cash for the refund of a Product or Service.

5.7 The Cards may be issued with Purchase Limits as requested in the Application or otherwise notified by Caltex to the Customer. It is the Customer's responsibility to ensure that the Cardholders do not exceed the Purchase Limits. The Customer is responsible for any purchase in excess of the Purchase Limits, applying at the time of the Purchase. Caltex may refuse to supply any Products or Services to the Customer/Cardholder in excess of the Purchase Limit ("Purchase

Limit Exceedance"). In this case, the Customer/Cardholder must pay Caltex/Merchant the amount of the Purchase

Limit Exceedance immediately in full. If the Customer/ Cardholder is unable to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to the Merchant.

6. PINs and Identity Verification

6.1 Caltex is able to issue Personal Identification Number ("PIN") activated Cards, with the PIN to be chosen by the Customer. Where a Card is PIN activated, the Customer/Cardholder must use the PIN for all electronic Transactions. Caltex will not accept/process any electronic Transaction where a Card is PIN activated and the Cardholder fails to enter the correct PIN at the time of the Transaction. In this case, the Customer/ Cardholder must pay to Caltex/Merchant the amount payable in respect of the Products and/or Services, which have been supplied or performed, immediately in full. If the Customer/Cardholder is unable to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to the Merchant.

6.2 Where a Card has been issued without a PIN or where the Merchant processes the Card manually, the Cardholder must provide the Merchant with a suitable form of identification at the time of the Transaction.

The Customer agrees that the signature on the back of the Card is not a sufficient form of identification. Caltex may refuse to supply any Products or Services to the Customer/Cardholder where the Cardholder is not able to provide acceptable identification to the Merchant at the time of the Transaction. In this case, the Customer/ Cardholder must pay to Caltex/Merchant the amount payable in respect of the Products and/or Services, which have been supplied or performed, immediately in full. If the Customer/Cardholder is not able to pay in full for the Products supplied, the Cardholder must immediately return any Products which are capable of being returned in their original condition to the Merchant.

7. Lost, Stolen Cards and Cancellation of Authority to Use

7.1 If any Card is lost, stolen, misused, no longer required by the Customer, or the Customer wishes to withdraw the authority of the Cardholder to use the Card, the Customer must notify Caltex immediately either through:

(a) StarCard Support; or

(b) StarCard Online. If the Customer uses StarCard Online, the Customer's notice or request may not be processed for up to 2 hours from the time the notice or request is made. The Customer will remain liable for any use of the Card, whether authorised or unauthorised, within this 2 hour period.

7.2 The Customer must NOT use fax or e-mail to give notices under clause 7.1.

7.3 The Customer is liable for any purchases, losses, costs, expenses or claims arising out of any use of a Card, whether authorised or unauthorised, until Caltex receives a notice from the Customer strictly in accordance with clause 7.1.

8. Odometer Readings and Registration

8.1 The Customer acknowledges that odometer readings are recorded purely for reporting purposes and Caltex takes no responsibility for their administration or accuracy.

8.2 If a Card is set up to require an odometer reading, the Cardholder is responsible for entering a correct odometer reading at the time of the Transaction.

8.3 If the Cardholder fails to enter an odometer reading or enters an incorrect odometer reading, the electronic Card processing system will still accept the Card and process the transaction. Caltex is not liable for any loss, cost, expense or claim arising out of any failure of or error relating to odometer readings.

8.4 The Customer agrees that neither Caltex nor Merchants are able to verify the accuracy of odometer readings entered by the Cardholder.

8.5 The Customer agrees that neither Caltex nor Merchants are able to verify the accuracy of motor vehicle registration at the time of the Transaction. The Customer agrees that motor vehicle registration is not a form of verification for the Card or in relation to any Transaction. Caltex relies on the Customer for the provision of correct motor vehicle registration numbers in connection with any Card. Caltex does not verify the registration numbers' accuracy or correctness.

9. Credit Limit

9.1 The Customer must not exceed its Credit Limit.

9.2 Caltex may refuse to supply Products or to process a Transaction for Services to the Customer/Cardholder in excess of the Customer's Credit Limit.

9.3 If a Transaction at any time results in the Customer exceeding its Credit Limit ("Credit Limit Exceedance"), the Customer/Cardholder must:

(a) pay Caltex the amount of the Credit Limit

Exceedance immediately in full; and

(b) if the Customer/Cardholder is not able to pay in accordance with sub-clause (a), immediately return any Products which are capable of being returned in their original condition to Caltex or the Merchant.

10. Receipts

10.1 Caltex will issue the Customer with a sales voucher at the

time of the Transaction.

10.2 The Customer agrees that it is the Customer's/ Cardholder's responsibility to ensure any sales voucher correctly records the type of the Product or Service, quantity, price and other details of the purchase.

11. Payment

11.1 Caltex will issue a tax invoice to the Customer for all purchases made during the previous billing period and all fees, charges and moneys otherwise due and payable to Caltex.

11.2 The Customer must pay the full amount of the tax invoice by the "Due Date".

11.3 The payment will be effected by direct debit from the Customer's nominated bank account (unless a different payment method is agreed in advance in writing between the Customer and Caltex) in accordance with the direct debit form in the Application. The Customer agrees to be bound by the Direct Debit Service Agreement.

11.4 If the Due Date falls on a non-business day, the payment must be made:

(a) if the payment is effected by direct debit, on the first business day after the Due Date; and

(b) if the payment is effected by any other payment method, on the business day preceding the Due Date.

11.5 The Customer must make all payments in full without deduction or set-off.

11.6 The Customer must notify Caltex of any dispute of any amount of an invoice within 30 days from the date of the receipt of the tax invoice. Unless the Customer disputes the amount within 30 days, the amount shall be taken to be accepted by the Customer, due and payable to Caltex and not open to dispute or challenge.

11.7 To the extent permitted by law, all money received by Caltex from the Customer will be applied in the manner and order determined by Caltex.

12. Default

12.1 The payment is made on the date when Caltex receives cleared funds into its nominated bank account.

12.2 The Customer is in default if the full payment of the tax invoice is not made by or on the Due Date or if the payment subsequently dishonours.

12.3 If the Customer is in default, in addition to any other right Caltex may have, Caltex may, at its discretion:

(a) charge the Customer interest on the overdue amount at a rate of the then current Westpac Banking Corporation overdraft rate plus 2% per annum from the Due Date until Caltex receives the payment in full; and/ or

(b) immediately and without prior notice suspend the provision of the StarCard Facility to the Customer until the payment is made in full; and/ or

(c) review and adjust the Customer's Credit Limit as Caltex considers appropriate; and/ or

(d) terminate the provision of the StarCard Facility to the Customer immediately without prior notice.

12.4 Caltex will endeavour to notify the Customer prior to the suspension or termination of the StarCard if the Customer is in default, however, Caltex reserves the right to suspend or terminate the StarCard immediately and without prior notice if Caltex forms a view that its actions in that respect are justified in the circumstances.

12.5 If the Customer is in default, the Customer will be liable to Caltex for the following:

(a) the unpaid amount; and

(b) any new amount in respect of any purchases and/or fees incurred on the Account after the date of the latest tax invoice issued to the Customer ;

(c) any interest on the unpaid amount and any new amount charged to the Customer under clause 12.3(a);

(d) if direct debit or other payment method is dishonoured, the Dishonour Fee; and

(e) all costs and expenses, including full legal and administrative costs incurred by Caltex in attempting to enforce payment or otherwise incurred as a result of the default.

All such amounts are debt incurred by the Customer to Caltex and must be paid within 3 business days after the receipt of a tax invoice from Caltex. However, the Customer agrees that if a tax invoice has previously been issued for any amount (such as an invoice for the unpaid amount), such invoice does not need to be reissued under this clause and that amount becomes immediately due and payable on the date of default.

13. Security

13.1 For the purposes of securing payment of all moneys due and payable to Caltex by the Customer arising from the use of the StarCard Facility, the Customer:

(a) agrees to deliver to Caltex, within 7 days of written demand, a mortgage in respect of the Customer's Property in a form acceptable to Caltex together with any documents required to obtain registration of the mortgage;

(b) charges to Caltex all its Property (wherever situated) to secure its obligations under this Deed and authorises and consents to Caltex lodging a caveat (in a form and subject to any conditions as Caltex sees fit) upon the title to the Property in Caltex's absolute discretion; and

(c) irrevocably appoints Caltex and persons nominated by Caltex

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separately as the attorney of the Customer with power to sign and lodge such caveat or other similar document to give effect to these provisions.

14. Risk

14.1 Risk in the Products will pass to the Customer when the Products have passed into the Customer's vehicle, tank or other storage equipment or when the convenience store goods have been taken out of the store.

15. Termination

15.1 Either party may terminate these Standard Terms and Conditions immediately by notice in writing to the other party if:

- the other party commits a material breach of any obligation under these Standard Terms and Conditions and fails to remedy the breach within 14 days after notice from the innocent party to remedy the breach;
- the other party breaches any obligation under these Standard Terms and Conditions and the breach cannot be remedied;
- the other party goes into liquidation, receivership, administration, bankruptcy, enters an arrangement or compromise with its creditors, has any form of insolvency administrator appointed to it or to any of its property or cannot pay its debts when they are due;
- 15.2 Caltex may terminate these Standard Terms and Conditions immediately without prior notice if:
 - the Customer is in default, in accordance with clause 12.3(d); or
 - the Customer, in Caltex's reasonable opinion, represents a credit risk to Caltex or may not be able to pay moneys owing or which may become owing by the Customer to Caltex as the payments become due.
 - the Customer dies; or
 - (where the Customer is a partnership), one or more partners become a bankrupt or the partnership is dissolved; or
 - the Customer fails to purchase in any period any agreed minimum annual quantities of Products.

15.3 Either party may terminate these Standard Terms and Conditions at any time by giving the other party 30 days written notice.

16. Effects of Termination

- 16.1 On termination of these Standard Terms and Conditions:
- without limiting in any way clause 12.5, all moneys owing to Caltex by the Customer immediately become due and payable without prejudice to any other right of Caltex;
 - a party may take such action as it is entitled to take by law, and, for the purposes of the recovery of the Products, Caltex may enter any site where they are stored or where they are reasonably sought to be stored and take possession of them; and
 - any right accrued prior to the termination remains unaffected.

17. Limitation of Liability

17.1 Caltex will not, under any circumstances, be liable to the Customer, whether directly or indirectly for:

- the act or omission of the Merchants, the provision of or the quality or standard of the Services provided by any Merchant;
- any fault with any automatic or electronic facility used in connection with or to process the StarCard Facility;
- any fault with any Card (including PIN);
- any third party claim arising out of supply of Products or Services or the performance or nonperformance of any obligations under these Standard Terms and Conditions.

17.2 All express or implied guarantees, warranties, representations, or other terms and conditions relating to these Standard Terms and Conditions are excluded to the maximum extent permitted by law.

17.3 Nothing in these Standard Terms and Conditions excludes, restricts or modifies any right or remedy or any guarantee, warranty or other term or condition implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the Australian Consumer Law which contains guarantees that protect the purchasers of goods and services in certain circumstances.

17.4 If any guarantee, warranty, term or condition is implied or imposed in relation to these Standard Terms and Conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded (a Non Excludable Provision) and Caltex is able to limit the Customer's remedy for breach of the Non Excludable Provision, the liability of Caltex for breach of the Non-Excludable Provision is limited to one or more of the following at Caltex's option:

- replacement of the defective Products or the supply of equivalent products; or
- payment of the cost of replacing the defective Products or of acquiring equivalent products.

17.5 Subject to Caltex's obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, the maximum aggregate liability of Caltex for all claims under or relating to these Standard Terms and Conditions or supply of Products and/or Services whether in contract, tort (including without limitation negligence) in equity, under statute, or on any other basis, is limited to an amount equal to the annual Card Fee.

17.6 Subject to Caltex's obligations under the Non-Excludable Provisions, and to the maximum extent permitted by law, Caltex is not liable for and no measure of damages will, under any circumstances, include:

- special, indirect, consequential, incidental or punitive damages; or
- damages for loss of profits, revenue, goodwill, or anticipated savings, whether in contract, tort (including negligence) in equity, under statute, or on any other basis, whether or not such loss or damage was foreseeable.

18. Indemnity

18.1 The Customer shall indemnify and hold Caltex harmless against any claim, liability, cost or expense arising directly or indirectly out of:

- a breach by the Customer of any provision of these Standard Terms and Conditions;
- any storage or handling of any Products by the Customer;
- misuse, whether innocent or wilful, by the Customer of any Card or the StarCard Facility.

19. GST

- Subject as may otherwise be expressly stated, and subject to the provisions set out below, if any supply made under or in connection with these Standard Terms and Conditions by one party ('Supplier') to the other party ('Acquirer'), is subject to GST, the payment for that supply will be increased by an amount equal to the GST payable.
- The Acquirer will not be obligated to make any payment for either the supply referred to in paragraph (a) or on account of the GST referred to in paragraph (a) until the Supplier has issued a tax invoice to the Acquirer for the supply to which the payment relates.
- If a payment made by one party to the other party is a reimbursement or indemnification of a cost, expense, loss or liability incurred by that other party, the payment shall be reduced by an amount for which that party is entitled to an input tax credit;
- Words or expressions used, which are defined in A New Tax System (Goods and Services Tax) Act 1999, have the same meaning.

20. Privacy Notice and Agreement

20.1 Privacy Agreement set out in the Application is expressly incorporated into these Standard Terms and Conditions.

21. Notices

- 21.1 Except as specified in clause 7.2, all notices must be in writing and must be delivered, mailed or sent by facsimile or e-mail:
- to Caltex, using the Contact Details in clause 3; and
 - to the Customer, using the Customer's contact details as nominated in the Application or as otherwise advised by the Customer in writing.
- 21.2 The notice will be deemed served when, if delivered, on delivery; if sent by mail, two business days after the date on which the notice was posted; and if sent by facsimile, on confirmation of the successful transmission of all pages and, if sent by e-mail, on the receipt of the e-mail by the recipient's computer network.

22. Force Majeure

22.1 Caltex will not be responsible for failure or for any losses resulting out of the failure to supply or deliver any Products caused by force majeure, including:

- partial or total interruption of transport, fires, strikes, differences with workers, armed conflict, interference of civil or military authority;
- curtailment, failure or cessation of supplies of crude oil or any of the products from Caltex's existing, future or contemplated sources of supply;
- any breakdown of plant, machinery or equipment owned or operated by Caltex necessary for the production of Products or any planned or unplanned shutdown of any refinery owned or operated by Caltex;
- Court orders, Government policy or orders including price controls, levies, premiums or surcharges, requirement, request or allocation program;
- embargoes or other import or export restrictions or any other causes that in the opinion of Caltex are beyond its control; or
- anything falling under the general meaning of force majeure or the matters specified in this clause, that would in the reasonable opinion of Caltex make the performance of this Agreement uneconomic to Caltex.

22.2 If for any such cause Caltex is unable to supply any of the Product its obligations under these Standard Terms and Conditions shall be deemed suspended for the period of inability. In the event of a shortage of such Products or Bulk Products Caltex may, without being deemed to be in breach of these Standard Terms and Conditions, ration or apportion its available supplies among such of its Customers as it may, in its absolute discretion, deem desirable during the period or periods of shortage.

23. Miscellaneous

23.1 The Customer must notify Caltex in writing of any change in the Customer's contact details or other details within 2 business days of any such change.

23.2 Caltex may:

- vary any material provision of these Standard Terms and Conditions (where it is reasonably necessary to protect Caltex's legitimate business interests) at any time by giving not less than 30 days prior written notice; and
- make minor variations to these Standard Terms and Conditions at any time without giving the Customer prior notice. Any new

version of the varied Standard Terms and Conditions will be available on Caltex's public website for the Customer's information.

23.3 These Standard Terms and Conditions will be governed by the laws of the State or Territory where Caltex has its registered office or such other State or Territory as Caltex in its sole discretion determines.

23.4 Subject to clause 17.3, these Standard Terms and Conditions constitute the entire agreement between the parties concerning the subject matter of the agreement and any previous agreement, understanding and negotiations on the subject matter are excluded.

23.5 Caltex may assign and/or subcontract its rights and obligations under these Standard Terms and Conditions without notice at any time.

23.6 The Customer may not assign or otherwise dispose of its rights and obligations under these Standard Terms and Conditions without prior written consent from Caltex.

23.7 Any waiver by a party of any rights under these Standard Terms and Conditions will not constitute a general waiver of those or other rights.

DEFINITIONS

"Account" means the account opened by Caltex for the Customer to operate the StarCard Facility;

"Application" means a credit application provided by Caltex which the Customer must complete to make an application to Caltex for the supply of Products and Services on credit;

"Caltex" means Caltex Australia Petroleum Pty Ltd ABN 17 000 032 128, its subsidiaries, related or associated companies;

"Card" means a StarCard, StarFleet, or StarFleet Plus cards issued to the Customer under the StarCard Facility;

"Card Fee" means a monthly fee (inclusive of GST) for each Card as notified by Caltex to the Customer, except where otherwise agreed between Caltex and the Customer;

"Cardholder" means a person who uses a Card with the authority of the Customer;

"Credit Limit" means the amount notified to the Customer by Caltex from time to time as the maximum amount allowed for purchases of Products and Services by the Customer on its Account;

"Customer" means the "Applicant" in the Application;

"Deed of Guarantee, Indemnity and Charge" means a deed which is signed by the Customer as a part of this agreement where relevant;

"Direct Debit Service Agreement" means the agreement regarding the direct debit method of payment;

"Dishonour Fee" is a fee Caltex charges when the Customer's payment is dishonoured by the Customer's financial institution.

"Due Date" means the date, as agreed between the Customer and Caltex, by or on which the amount of the tax invoice must be paid in full, or, if no date has been agreed, the 21st day of the month following the month in which purchases have been made;

"GST" means Goods and Services Tax as defined in A New Tax System (Goods and Services Tax) Act 1999;

"Late Payment Fee" means a fee (inclusive of GST) imposed by Caltex where payment is made outside payment time frame";

"Lubricants" means all lubricating oils, greases, brake fluids, coolants, fuel performance additives and degreasers manufactured or marketed (or both) by or on behalf of Caltex;

"Merchant" means an authorised supplier of some or all of Products and Services and who may accept Cards;

"Petroleum Products" means petrol, diesel, liquefied petroleum gas and any other products which may be used in propelling motor vehicles and which are manufactured or marketed (or both) by or on behalf of Caltex;

"Products" means Petroleum Products, Lubricants and convenience store goods;

"Property" means all property of the Customer, wherever situated, including without limitation all real and personal property, business and trading assets, stock, choses in action, goodwill and uncalled capital and called but unpaid capital from time to time;

"Purchase Limit" means a daily and/or monthly dollar, volume or transaction type limit;

"Services" means vehicle maintenance, repairs and other services which may be provided by the Merchant to the Customer;

"StarCard Facility" means the facility to purchase Products and/or Services on credit using the Card;

"StarCard Online" means www.caltex.com.au;

"StarCard Support" means telephone 1300 365 096;

"Transaction" means a purchase transaction for which a Card is used by a Cardholder to purchase Products and/or Services;

"Value Added Fee" means fees for Caltex producing paper invoices, exception reports or other value added fees (inclusive of GST)

INTERPRETATION

Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all genders, reference to "person" includes a natural person, company, body corporate or other form of legal entity, and reference to "including" and "includes" is to read as if followed by "without limitation".