

About this document

These General Terms and Conditions for Products apply to any Order placed by the Customer with Viva Energy Australia Pty Ltd (**Viva Energy**) for:

- goods and services supplied by Viva Energy to the Customer; and
- to the extent applicable for any credit facility provided by Viva Energy to the Customer,

unless the Customer and Viva Energy have signed a separate term supply contract for Viva Energy to supply such goods and/or services for an agreed period (**Term Supply Contract**), in which case the Term Supply Contract shall apply instead for the agreed period.

1. ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 The Customer agrees to be bound by these Viva Energy Terms & Conditions (**GTCs**) for any Order placed with Viva Energy for Product (other than Aviation), or any credit facility provided by Viva Energy to the Customer.
- 1.2 In the event of any inconsistency between the terms of an executed agreement between Viva Energy and the Customer and these GTCs, the terms of the executed agreement shall prevail to the extent of the inconsistency. The Customer's terms and conditions of purchase (including any conditions on the Customer's Order) are excluded.
- 1.3 These GTCs shall apply on an individual order basis only and shall not be construed as conferring an ongoing relationship or term contract between the Customer and Viva Energy.
- 1.4 Viva Energy has no obligation to accept any order from the Customer or issue any Sale Confirmation and (unless expressly agreed to the contrary) the Customer has no obligation to place Orders with Viva Energy. In the event of any inconsistency between these GTCs and any Sale Confirmation, the Sale Confirmation shall prevail.

2. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

Word(s)	Meaning
Affiliate	means a related body corporate as that term is defined in the <i>Corporations Act 2001</i> (Cth).
Application	means the commercial account and credit application form signed by or on behalf of the Customer and provided to Viva Energy in respect of the supply of Products.
Aviation Fuel	means AvGas, Jet A-1 or Jet Plus.
Business Day	means any day other than a Saturday, Sunday or public holiday in Melbourne, Victoria or in the state where the delivery point is located if it is outside Victoria.
Customer	means the entity set out in the Application to whom Viva Energy is supplying Products.
Order	means any order (whether verbal or in writing) placed by the Customer for the Product.
Product or Products	means any fuel or energy products, other goods or services (including equipment) which Viva Energy has agreed to supply to the Customer.

Word(s)	Meaning
Sale Confirmation	means any documentation which may be issued by Viva Energy to record specific terms for the sale and delivery of Products supplied pursuant to an Order.
Viva Energy	means Viva Energy Australia Pty Ltd (ABN 46 004 610 459) (VEA).

3. PRODUCTS

- 3.1 Subject to these GTCs, Viva Energy will sell and the Customer will purchase, quantities of Product pursuant to orders which are submitted by the Customer and accepted by Viva Energy from time to time.
- 3.2 Without limitation, the Customer acknowledges that Viva Energy will not accept orders for Products in quantities or volume less than the minimum order quantity as notified by Viva Energy from time to time.

4. PRICE

- 4.1 In the absence of any Price stated at the time of Order or in any Sales Confirmation, the Price shall be set by Viva Energy and shall be payable by the Customer calculated based on:
- the time and place of delivery;
 - the time and place of loading into the relevant delivery vehicle, or
 - the date that Viva Energy processes the Customer's order,
- as set out in the Sale Confirmation.
- 4.2 The prices listed on delivery notes are indicative only. Any price indications or price lists issued by Viva Energy are subject to alteration upon prior written notice to the Customer prior to implementation.
- 4.3 The Customer must pay all taxes, duties and other levies imposed or assessed at any time on or in respect of the Products which are not included in the price.

Additional Costs

- 4.4 The Customer shall pay all fees and surcharges as a result of small orders, cancelled orders, or left on board orders and urgent orders, and any other fee or charge as advised by Viva Energy in writing ('Additional Costs').
- 4.5 Viva Energy may from time to time vary the rates for Additional Costs by giving not less than 30 days' written notice to the Customer provided such rates are reasonable, necessary to compensate Viva Energy for costs incurred by Viva Energy in respect of Additional Cost items. Where requested by the Customer Viva Energy shall provide evidence to the Customer to substantiate the variance in the rates (but shall not be required to disclose commercially sensitive information in doing so).

5. GST

- 5.1 All italicised terms in this clause have the meaning set out in section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth), as amended ('GST Act'). All amounts payable under these GTCs are exclusive of GST.
- 5.2 If any party makes a *taxable supply* under or in connection with these GTCs, that party may in addition to the amount payable under these GTCs, recover from the other party an additional amount on account of *GST*, calculated by multiplying the amount payable under these GTCs by the *GST rate* (within the meaning of the *GST law*, being 10% currently).
- 5.3 Where a *taxable supply* is made under or in connection with these GTCs, the party which makes the supply must issue to the other party a valid tax invoice or an adjustment note, as applicable, in accordance with the *GST Law*.

6. PAYMENT

Payment

- 6.1 Unless otherwise agreed, payment for the Products shall be made by the Customer no later than the 21st day of the month following the month in which the Products were delivered by Viva Energy (the 'Due Date'). If the Due Date falls on a day that is not a Business Day, then the Due Date is deemed to be the prior Business Day.
- 6.2 Payment shall be made by means of automatic debit by Viva Energy from the Customer's bank account, in accordance with clause 12.1, or as otherwise agreed.

Payment Default

- 6.3 Time is of the essence in relation to all payment terms in these GTCs. If any amounts are not paid by the Due Date, Viva Energy may:
- (a) charge the Customer simple interest on the overdue amount from the Due Date until payment, accruing daily and calculated at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic);
 - (b) recover the reasonable cost of recovering the overdue amount, such as legal or debt collection costs; and/or
 - (c) review and adjust the Customer's credit limit and/or payment terms as Viva Energy considers appropriate.

Payment Dispute

- 6.4 If the Customer disagrees with any amount shown in any invoice or statement received from Viva Energy as being payable by the Customer then the Customer shall:
- (a) as soon as practicable and where possible at least 5 business days prior to the Due Date give written notice to Viva Energy specifying the amount or any portion of the amount shown in any invoice or statement as in dispute and the basis for the dispute ('Payment Dispute Notice'); and
 - (b) enter into discussions with Viva Energy as soon as possible to resolve the payment dispute, with a view, where possible to do so, of resolving the dispute prior to the Due Date.
- 6.5 If the payment dispute under clause 6.4 is:
- (a) resolved prior to the Due Date the Customer shall pay the resolved invoiced amount in full by the Due Date (and where the resolved invoiced amount is less than the original invoiced amount Viva Energy shall issue a corrected invoice or other adjustment for the resolved invoiced amount); or
 - (b) not resolved prior to the Due Date the Customer and Viva Energy shall use good faith efforts to resolve the disputed amounts within 15 days following the original Due Date. Any amounts subsequently resolved shall be due and payable within 5 days of resolution together with interest at the rate accruing in accordance with clause 6.3(a) from day to day from the original Due Date up to the date of repayment of the underpaid amount.
- 6.6 For clarity, the Customer must pay the amount shown on the tax invoice in full pending resolution of a dispute. Any adjustments consequent upon settlement of such disputes shall be made within 30 days following the settlement.

Variation of payment terms (including Customer's credit limit)

- 6.7 In order to satisfy itself of the ability of the Customer to meet its obligations under these GTCs and the Application, Viva Energy may conduct credit reviews in accordance with standard commercial practices. The Customer consents to and agrees to assist in these reviews by providing financial information and at the request of Viva Energy will provide and maintain such credit support as Viva Energy may reasonably request for protection against the risk of non-payment.
- 6.8 If Viva Energy reasonably determines that, there has been a material adverse change in the

Customer's creditworthiness or ability to pay amounts due or which become due under these GTCs, Viva Energy reserves the right, acting reasonably and to the extent permitted to protect Viva Energy's legitimate business interests, to suspend, cancel or vary the Customer's credit account arrangements with Viva Energy):

- (a) by giving the Customer not less than 14 day's written notice; or
- (b) by written notice to the Customer with immediate effect, where the Customer:
 - (i) fails to pay an amount by the Due Date on two or more occasions in the past six months;
 - (ii) is impacted by a financial, operational or legal factor that in the reasonable opinion of Viva Energy impairs or might impair the Customer's solvency or liquidity so as to create an unwarranted credit risk; or
 - (iii) exceeds the Customer's credit limit as specified by Viva Energy from time to time in accordance with the Application or these GTCs.

6.9 Viva Energy will notify the Customer in writing of the Customer's credit limit (inclusive of GST) following a request by the Customer or if Viva Energy deems it necessary. The Customer acknowledges that:

- (a) Viva Energy's withholding or termination of credit privileges in accordance with clause 6.8 does not constitute constructive termination of these GTCs, nor does it relieve either party of any obligations under these GTCs; and
- (b) the Customer's credit limit does not in any way limit its liability under or in connection with these GTCs and (without limitation) the Customer is liable for all purchases of Product which may exceed its credit limit.

7. TITLE AND RISK

Title and risk in the Products shall pass from Viva Energy to the Customer at the time of delivery to the Customer or pick up by the Customer (as applicable) by reference to the following delivery points:

Delivery arrangement	Delivery point
Products delivered to the Customer's nominated site(s)	<ul style="list-style-type: none"> (1) where the Product is bulk Product, the delivery point is the point where the Product passes the inlet flange of the Customer's storage installation at the nominate site; and (2) where the Product is packed Product the delivery point is at the point the pallets are made ready for off-loading at the nominated site by the vehicle driver.
Products for Pick-Up at terminal	<ul style="list-style-type: none"> (1) where the Product is bulk Product, the delivery point is the point where the Product passes the hose connection on the Customer's road tankers; and (2) where the Product is packed Product, the delivery point is at the point where the packed Product is loaded onto the Customer's road vehicle.
Marine Products	<ul style="list-style-type: none"> (1) in the case of marine fuel, as the Product passes the flange connecting the delivery facilities provided by Viva Energy with the receiving facilities provided by the customer (for example flange connection between the delivery hose and a vessel's intake manifold); and (2) in the case of packed Product, at the time of delivery to the vessel or other delivery location (which for the avoidance of doubt in relation to Products delivered on pallets will be deemed to have occurred at the time the pallets are made ready for off-loading at the relevant location by

Delivery arrangement	Delivery point
	the vehicle driver).
Equipment	In accordance with Viva Energy's Standard Equipment Conditions published at www.vivaenergy.com.au/quick-links/customer-terms-conditions .

8. DELIVERIES

Delivery to Customer

- 8.1 Viva Energy may make deliveries of Products by such means of delivery and in such tanks or other containers as Viva Energy may select. The Customer must take delivery in accordance with Viva Energy's delivery schedule from time to time and allow reasonable time for Viva Energy to deliver.
- 8.2 Deliveries of Products shall be made at such a place as Viva Energy and the Customer agree.
- 8.3 Where the Customer gives Viva Energy adequate notice of the Customer's specific requirements of Products (which notice must not be less than the relevant Viva Energy lead time for the particular Product applicable from time to time), Viva Energy will use reasonable endeavours to deliver (or make available for pick up if applicable) pursuant to the Customer's order, subject to Viva Energy's delivery schedule applicable from time to time.

Containerised Deliveries

- 8.4 Ownership of any container passes to the customer with the Products, except for deliveries of Products in bulk containers. Bulk containers shall remain the property of Viva Energy. The Customer will not use bulk containers for the storage or dispensing of any Products not supplied by Viva Energy and will return the containers to Viva Energy when required by Viva Energy. In this clause "bulk containers" does not include One Trip Cubes.
- 8.5 The Customer must comply with all relevant local and national laws and regulations relating to health, safety and environmental conservation when receiving, storing and handling the Products. Nothing in this clause places any responsibility on Viva Energy for the Customer's compliance with such laws and regulations and Viva Energy may withhold supply of the Products to the Customer at any time Viva Energy becomes aware of or believes any supply would cause any risk or danger to health, safety or the environment.

Delivery Documentation

- 8.6 Viva Energy must provide a delivery docket at the time of delivery, which may be in electronic form and in the case of Pick-Up at terminal may be in the form of the Customer's use of a gantry electronic swipe card by the Customer (referred to in these GTCs as "Delivery Docket").
- 8.7 The Delivery Docket is conclusive evidence of the volume of Product delivered unless, within 72 hours of delivery, the Customer:
 - (a) objects in writing; and
 - (b) provides Viva Energy with reasonable grounds and supporting evidence for such objection.

Delivery by Pick-Up

- 8.8 If Viva Energy permits the Customer to pick up Products at a Viva Energy site, the Customer must comply with the applicable site access conditions, as notified (and amended) by Viva Energy from time to time.
- 8.9 The Customer agrees and acknowledges that use of a gantry electronic swipe card by the Customer as shown in Viva Energy's records shall, in the absence of fraud or manifest error, be conclusive evidence of delivery to the Customer.
- 8.10 If the Customer directs Viva Energy to deliver the Products to a vessel or to a third party (including to a third party's vessel), the Customer will be liable to Viva Energy for the acts and omissions of the crew of that vessel and of that third party.

Equipment

- 8.11 Where the Products comprise equipment such as fuel storage tanks, pumps and associated fuel management system items, delivery arrangements shall be in accordance with Viva Energy's Standard Equipment Conditions a copy of which is published at www.vivaenergy.com.au/quick-links/customer-terms-conditions

9. DISCREPANCIES

- 9.1 Subject to law, Viva Energy need not consider any claim by the Customer in relation to:
- (a) the quality of any Products unless:
 - (i) the Customer first gives notice to Viva Energy of any claim, specifying the facts on which the claim is based, within 30 days of first becoming aware of the alleged quality defect (or such time that it ought to have become aware having made due enquiries);
 - (ii) the Customer uses its reasonable endeavours to minimize loss and damage arising from the alleged quality defect; and
 - (iii) Viva Energy is given reasonable opportunity to take samples, inspect and test the Products in respect of which the claim is made.
 - (b) the quantity of Products stated on any delivery docket or invoice compared with the amount delivered to the Customer, unless the Customer has notified Viva Energy of such discrepancies within 30 Business Days of delivery.
- 9.2 The Customer acknowledges that:
- (a) quantities of Products actually supplied may vary from the quantity ordered by the Customer by up to +/-5% for fuels and bitumen and +/- 10% for lubricants and other Products; and
 - (b) Viva Energy will only charge the price for the quantity of Products measured by Viva Energy as supplied to the Customer

10. FORCE MAJEURE

- 10.1 Despite anything else, neither party shall be considered in breach of contract nor liable in damages for failure, delay or non-performance of one or more of its contractual obligations to the extent any event or circumstance or series of events of circumstances beyond a party's reasonable control prevents a party from performing one or more of its contractual obligations (**Force Majeure Event**) and without limiting the above each of the following events shall be deemed to be beyond a party's reasonable control and to constitute a Force Majeure Event:
- (a) partial or total interruption of transport, fires, strikes, differences with workers, armed conflict, interference of civil or military authority;
 - (b) court orders, Government policy or orders including price controls, levies, premiums or surcharges, requirement, request or allocation program;
 - (c) embargoes or other import or export restrictions or any other causes that in the opinion of Viva Energy are beyond its control; and
 - (d) events specifically relating to Viva Energy, including:
 - (i) the curtailment, failure or cessation of supplies of crude oil or any other products from Viva Energy's existing, future or contemplated sources of supply; or
 - (ii) any breakdown of plant, machinery or equipment owned or operated by Viva Energy necessary for the production of Products or any planned or unplanned shutdown of any refinery owned or operated by Viva Energy.

- 10.2 If for any such cause Viva Energy is unable to supply any of the Product, its obligations under these GTCs shall be deemed suspended for the period it is unable to supply. In the event of a shortage of Products Viva Energy may, without being deemed to be in breach of its obligations under these GTCs, withhold, suspend, reduce, ration or apportion supply to the Customer as it may, in its absolute discretion, deem desirable during the period or periods of shortage and Viva Energy is not required to make good such shortages.

Continuing payment obligations

- 10.3 The Customer's inability to make payment under these GTCs by the Due Date for payment shall not of itself be considered a Force Majeure Event. Nothing in this clause shall impact on either party's payment obligations under these GTCs unless those payment obligations are directly affected by the Force Majeure Event.

Termination due to ongoing Force Majeure Event

- 10.4 Where a Force Majeure Event has the effect of:

- (a) rendering the performance of these GTCs impossible, illegal or radically different from what was intended at the time of signing these GTCs; or
- (b) substantially affecting the performance of these GTCs as a whole and the duration of the Force Majeure Event exceeds 90 days,

either party has the right to terminate these GTCs by written notification within a reasonable period to the other party.

- 10.5 Where a party terminates under clause 10.4 both parties shall be discharged from future obligations only and neither may claim damages for the other's future non-performance. The parties must perform all obligations not affected by Force Majeure Event up to the date of the termination with any sums paid in advance and not earned or due being refunded, save where these GTCs or applicable law provides otherwise. Nothing in this clause shall impact on any separate rights of termination under this contract or at law.

11. TERMINATION

Termination by either party for default

- 11.1 These GTCs may at any time be terminated immediately by either party by written notice to the other party if:

- (a) that other party breaches a material term of these GTCs (not including a warranty) and if the breach is capable of being remedied, that other party fails to remedy the breach within 14 days of a written notice requiring the breach to be remedied; or
- (b) the other party becomes insolvent, or enters into any composition or arrangement with creditors, or a petition is presented or a meeting is called for the purpose of winding up the other party for whatever reason, or the other party has a manager or receiver or administrator appointed in respect of the whole or any part of its undertaking or assets, or the other party is declared or becomes bankrupt.

- 11.2 For the purposes of clause 11.1(a) the Customer acknowledges that any failure by the Customer to pay any amount due by the Due Date is deemed to be a breach of a material term and if the Customer fails to make payment of an overdue amount within 14 days of a written notice by Viva Energy to do so then Viva Energy may terminate these GTCs under this clause (in addition to its other rights elsewhere under these GTCs).

Termination by Viva Energy

- 11.3 Viva Energy may, at any time by giving notice to the Customer, immediately terminate these GTCs if:

- (a) there is a change in control of the Customer which has not first been approved in writing by Viva Energy, which approval must not be unreasonably withheld or delayed; or
- (b) the Customer has failed to pay an amount by the due date on 3 occasions in any 6-month

period.

Consequences of termination

11.4 Termination under this clause 11 or otherwise is without prejudice to the rights and obligation of either party which have accrued prior to or on such termination or which are expressed or implied (by their nature) to continue after the termination of these GTCs will do so.

11.5 For clarity, if at any time:

- (a) these GTCs is terminated otherwise than by reason of a breach by Viva Energy; or
- (b) any of the events described in clause 11.3 occur,

every amount then owed by the Customer to Viva Energy and any amount that has not yet become due in respect of deliveries made before that time, shall become immediately payable by the Customer to Viva Energy.

12. LIMITATION OF LIABILITY

Warranties and representations

12.1 It is acknowledged by the Customer that the Customer has made its own investigations and its own assessment of the suitability of the Products (including any services) for the use to which they will be put.

12.2 The parties each warrant that it has in connection with these GTCs not relied upon any representations and warranties, written or oral, made by or on behalf of the other party, except for those representations and warranties expressly set out in these GTCs, and have relied exclusively on its own knowledge and judgment. To the extent permissible by law all conditions, warranties, representations, assurances, or undertaking with respect to the description, merchantability, quality or fitness of the Product for any particular purpose are excluded.

Australian Consumer Law guarantees

12.3 Nothing in this Agreement is intended to have the effect of excluding any applicable law that cannot be restricted or modified by agreement of the parties or any consumer guarantees, conferred on the Buyer by Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ('**Australian Consumer Law**') any other applicable, equivalent legislation or rules of any State, Territory or jurisdiction (collectively '**Non Excludable Conditions**').

12.4 Subject to clause 12.3, and to the extent permitted by law Viva Energy's liability for breach of the Non-Excludable Conditions is limited to:

- (a) in the case of goods:
 - (i) replacing the goods or supplying equivalent goods;
 - (ii) repairing the goods or the payment of the cost of having the goods repaired; or
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; and
- (b) in the case of services:
 - (i) supplying the services again; or
 - (ii) payment of the cost of having the services supplied again.

12.5 In addition, to the extent permitted by law neither Viva Energy nor its Affiliates shall have any liability under or in connection with these Viva Energy Terms & Conditions, whether for breach of these Viva Energy Terms & Conditions, pursuant to any indemnity, negligence or any other tort, breach of statutory duty or otherwise, for any:

- (a) loss of profits, income, revenue, contracts or production;
- (b) business interruption or increased costs in operations;
- (c) damage to goodwill or reputation;

- (d) damage to plant, equipment or machinery as a result of any late delivery of Products;
- (e) indirect losses or expenses or consequential damage whatsoever, even if such loss, expense or damage may reasonably be supposed to have been in the contemplation of both parties as a probable result of the relevant default, whether suffered by the Customer or any third party.

12.6 In addition, to the extent permitted by law Viva Energy and its Affiliates disclaim all liability to the Customer for loss, damage or injury (including death) resulting from the provision of services by Viva Energy and its Affiliates, except to the extent of any negligence or breach of this contract on the part of Viva Energy.

13. DIRECT DEBIT SERVICE TERMS

Drawing Arrangements

13.1 The Customer acknowledges that by completing the bank account details and signing the Application that moneys due to Viva Energy will be drawn from the Customer's nominated bank account and Viva Energy's Direct Debit Terms and Conditions as published on Viva Energy's website at www.vivaenergy.com.au/quick-links/customer-terms-conditions shall apply.

Customer's rights

13.2 Subject to clause 13.4:

- (a) the Customer may terminate the drawing arrangements at any time by giving written notice to Viva Energy. Such notice must be received by Viva Energy at least 5 Business Days prior to the Due Date;
- (b) the Customer may stop payment of a particular drawing by giving written notice to Viva Energy. Such notice must be received by Viva Energy at least 5 Business Days prior to the Due Date;
- (c) the Customer may request changes to the frequency of drawings by contacting Viva Energy and advising of changes no less than 5 Business Days prior to the Due Date.

13.3 Where the Customer considers that a drawing has been initiated incorrectly the Customer should take the matter up directly and immediately with Viva Energy so that Viva Energy can investigate. Alternatively, the Customer may take it up directly with its financial institution. If Viva Energy conclude as a result of its investigations that a Customer's account has been incorrectly debited Viva Energy will respond to the Customer's query by arranging for the Customer's financial institution to adjust the Customer's account (including interest and charges) accordingly. Viva Energy will also notify the Customer in writing of the amount by which the Customer's account has been adjusted. If Viva Energy conclude as a result of its investigations that a Customer's account has not been incorrectly debited Viva Energy will respond to the Customer's query by providing the Customer with reasons and any evidence for this finding in writing.

Customer responsible for checking financial institution details

13.4 It is the Customer's responsibility to ensure:

- (a) it has checked with its financial institution that direct debiting is available from the Customer's account;
- (b) sufficient funds are available in the nominated bank account to meet a drawing on its Due Date;
- (c) the authorisation given to draw on the bank account as completed in the Application is identical to the account signing instructions held by the financial institution where the account is based;
- (d) that Viva Energy is advised if the bank account is transferred or closed; and
- (e) a suitable alternate payment method is arranged if the drawing arrangements are cancelled either by the Customer, the nominated bank or Viva Energy.

Credit Card Drawing Arrangement

- 13.5 If a credit card payment request is completed by the Customer and submitted to Viva Energy via the Application or by other means (**Credit Card Authority Form**), payment of the Customer's tax invoice will be made by auto direct debit against the nominated credit card from the date that the completed credit card section is processed by Viva Energy, or, if so notified in writing by Viva Energy to the credit card holder, with respect to the Customer's next tax invoice.
- 13.6 The Customer acknowledges that by signing the Credit Card Authority Form:
- (a) monies due to Viva Energy will, subject to any notice to the contrary from Viva Energy, be drawn from the Customer's nominated credit card account;
 - (b) a surcharge stated in the Application (which is subject to change by Viva Energy with 30 days' notice) will apply to each application of the direct debit credit card drawing arrangement (for the avoidance of doubt, if the direct debit credit card drawing arrangement is applied to a tax invoice which has not included the surcharge, the surcharge with respect to that invoice is not waived and will be payable in addition to any new direct debit credit card surcharge in the next tax invoice).
- 13.7 Viva Energy will only initiate drawing against the credit card when a payment is due from the Customer.
- 13.8 Viva Energy will not change the amount or frequency of the drawings arrangement without the Customer's prior approval unless expressly permitted by these Terms and Conditions.
- 13.9 Viva Energy's drawing from the credit card nominated in this Application and the provision of authority by the credit cardholder does not in any way reduce, void or release the Customer from any unpaid monies or any surcharges or fees due.
- 13.10 No cancellation, termination or suspension of the credit card nor change to the credit card account or exercise of any rights in connection with the credit card by the credit card holder will diminish, void, vary any duty or obligation of the Customer or any right of Viva Energy against the Customer.
- 13.11 The Customer acknowledges that, by completing the bank account details and signing the Application, moneys due to Viva Energy will be drawn from the Customer's bank account. Viva Energy will only initiate a drawing when a payment is due from you under these Terms & Conditions.
- 13.12 If the Due Date falls on a non-Business Day, Viva Energy will draw the amount on the first Business Day before the Due Date, or as agreed in writing by Viva Energy.
- 13.13 Viva Energy reserves the right to cancel the drawing arrangements at any time and to arrange with the Customer an alternate payment method upon no less than 48 hours prior written notice.

Customer's rights and responsibilities

- 13.14 Subject to the Customer having arranged a suitable alternative payment method under clause 13.16, the Customer may, by giving written notice to Viva Energy:
- (a) terminate the drawing arrangements;
 - (b) stop payment of a drawing; or
 - (c) request changes to the amount or frequency of the drawing, providing Viva Energy receives such notice at least 48 hours days prior to the Due Date.
- 13.15 The Customer shall immediately give notice to Viva Energy if a drawing has been completed incorrectly.
- 13.16 It is the Customer's responsibility to ensure that:
- (a) sufficient funds are available in the bank account to meet a drawing on the Due Date;
 - (b) the authorisation given to draw on the bank account as completed in the Application is identical to the account signing instructions held by the financial institution where the account is held;

- (c) Viva Energy is advised if the bank account is transferred or closed; and
- (d) a suitable alternate payment method is arranged if the drawing arrangements are cancelled either by the Customer, the nominated financial institution or Viva Energy.

14. OPT-IN CARBON NEUTRAL PRODUCTS

The Customer acknowledges and agrees that by opting-in to purchase Opt-In Carbon Neutral Products and signing the Application, the Opt-In Carbon Neutral Product Terms and Conditions as published on Viva Energy's website at www.vivaenergy.com.au/quick-links/customer-terms-conditions shall apply to the supply of Opt-In Carbon Neutral Products by Viva Energy to the Customer.

15. CUSTOMER'S DETAILS

The Customer must immediately notify Viva Energy in writing of any change to the Customer's name, address and other account details provided in the Application, including any change of director, other office-holder or GST status.

16. COMMISSIONS

The Customer acknowledges that Viva Energy may give or receive commissions, volume discounts, fees and other benefits in connection with the supply of Products to the Customer.

17. ASSIGNMENT

Neither party may, assign any of its rights, or transfer by novation any of its rights and obligations under these GTCs to any person or persons, without the prior written consent of the other party which may be withheld by the other party acting reasonably.

18. VARIATION

Viva Energy reserves the right to vary these GTCs at any time, in its discretion, by giving the Customer not less than 14 days' notice in writing and/or by publishing updates of these GTCs at www.vivaenergy.com.au/quick-links/customer-terms-conditions. The Customer confirms that it has the ability to access, has accessed and has read, the information made available by Viva Energy at all of the world wide web site/URLs/addresses pages referred to anywhere throughout these GTCs and URLs are understood to also refer to successor URLs and information or resources linked from within the websites at such URLs.

19. GENERAL

- 19.1 These GTCs are governed by the laws in force in the State of Victoria, and any proceedings arising out of these GTCs shall be determined by a court of competent jurisdiction in that State.
- 19.2 If these GTCs are entered into by an agent acting for or on behalf of the Customer, whether such agency is disclosed or undisclosed, then such agent shall be liable (as well as the Customer) not only as agent but also as principal for the performance of all the obligations of the Customer.
- 19.3 If the Customer carries on business as a trustee, the Customer is bound by the terms and conditions of these GTCs both as trustee and in its own capacity.