BUSINESS FUEL CARDS TERMS & CONDITIONS

Cards are issued by Business Fuel Cards Pty Ltd ACN 161 721 106

The Cardmaster must read and must procure that each Card User reads this Agreement carefully. By accepting or using the Card, the Cardmaster and the Card Users agree to be bound by this Agreement.

1. DEFINITIONS

In the terms and conditions unless the context otherwise requires, the following expressions shall have the following meanings:
"Account" means the account opened by Business Fuel Cards in the name of the Cardmaster under this Agreement in respect of which transactions between the Supplier and the Card User are debited and payments made by the Cardmaster to Business Fuel Cards are credited.
"Agreement" means the contract comprised of the Application Form, Terms and Conditions and any Special Conditions, as amended from time to time in accordance with any process specified in this Agreement.
"Application Form" means either the application for an Account submitted to Business Fuel Cards by the Cardmaster in the form prescribed by Business Fuel Cards from time to time, or otherwise the initial request by the Cardmaster (however expressed, whether verbally, in writing or by electronic means) for the issuing of a Card.
"Business Day" means a day on which trading banks are open for commercial business in, Melbourne, Victoria, Australia.
"Business Fuel Cards" means Business Fuel Cards Pty Ltd ACN 161 721 106 or its successors or assigns.
"Card" means any card issued by Business Fuel Cards to the Cardmaster for use by the Card Users.
"Cardmaster" means a person, company, corporation, firm or association who or which, by applying for a Card, has entered into an Agreement with Business Fuel Cards by which the Cardmaster has a right to nominate Card Users.
"Card User" means a person authorised by the Cardmaster to use a Card.
"Charge" means an amount incurred by a Card User in respect of the purchase of Supplies using the Card, whether or not a sales voucher is actually completed or signed in connection with such charge, determined by application of the Supply Price (subject to any discount that Business Fuel Cards may grant from time to time).
"Charge Period" means the period determined by Business Fuel Cards and notified to the Cardmaster, in relation to which reports and statements of Charges of each Card User or in respect of Cardmaster are made by Business Fuel Cards.
"Claim" means a demand, action or proceeding of any nature whether actual or threatened.
"Credit Limit" means any limit imposed by Business Fuel Cards from time to time on the value of Supplies which may be purchased using the Account or any Card during a Charge Period.
"Discount" means any discount or rebate, however described, offered or provided by Business Fuel Cards at their sole discretion to the Cardmaster from time to time in connection with any Charge.
"Due Amount" has the meaning given to it under clause 15.
"Due Date" has the meaning given to it under clause 15.
"Fee" means such sum from time to time determined and charged by Business Fuel Cards in connection with an Account and/or the Card including but not limited to, running costs and levies and those fees and charges posted on Business Fuel Card's website www.bfcards.com.au or otherwise notified to the Cardmaster from time to time, including but not limited to, any fee charged in accordance with clause 16.4.
"Indirect Supplies" means any Supplies sold to a Card User using a Card, but does not include Supplies provided by a Shell or Coles Express Supplier.
"Loss" means any liability, cost, expense, loss or damage. In relation to a Claim, Loss includes amounts payable on the Claim and (whether or not the Claim is successful) legal and other professional costs and disbursements on a full indemnity basis.
"Non-excludable Condition" means an implied condition, warranty or guarantee the exclusion of which from a contract would contravene any statute (including but not limited to, the Competition and Consumer Act 2010 (Cth)) or cause any part of this Agreement to be void.
"On-line Purchases" means internet purchases of Supplies by Card Users from the websites of Suppliers.
"Personal Guarantee" means the guarantee provided in favour of Business Fuel Cards in respect of the obligations of the Cardmaster under this Agreement.
"Personal Identification Number" means any unique number or code assigned to the Card for security purposes.
"Personal Information" means personal information within the meaning of the Privacy Act 1988 (Cth).
"Sales Voucher" means a voucher or receipt in the form from time to time provided by Business Fuel Cards or a Supplier for use of the Card.
"Sales Voucher Purchases" means purchases of Supplies from Suppliers made by Card Users using Sales Vouchers.
"Statement" means the financial statement produced by Business Fuel Cards for each Charge Period that details all Charges.
"Special Conditions" means any terms and conditions of the Agreement other than those specified in these Terms and Conditions which Business Fuel Cards and the Cardmaster have agreed to in writing.
"Supplier" means a person, company, corporation, firm or association appointed by Business Fuel Cards to provide or sell Supplies to Card Users.
"Supplies" means goods and services sold or supplied by a Supplier to a Card User using a Card.
"Supply Price" means a price for the purchase of the Supplies as determined by Business Fuel Cards (from time to time) by reference to a range of factors, including but not limited to, prevailing market conditions.
"Terms and Conditions" means the terms and conditions specified in this document.
"Vehicle" means a vehicle or equipment in respect of which particulars have been notified to Business Fuel Cards by the Cardmaster for use by a Card User or a vehicle or equipment hired by a Card User using the Card.

2. CHANGES

2.1 If there is any inconsistency between any term or terms of the Terms and Conditions, or any term or terms of any Special Conditions, the term or terms of the Special Conditions will prevail to the extent of the inconsistency.

2.2 Subject to clause 2.3 and 2.4 and 2.5 Business Fuel Cards reserves the right to vary the terms and conditions of this Agreement at any time by giving 5 Business Days' notice in writing (including by electronic means) to the Cardmaster which shall be deemed to be notice to every Card User. Notice shall be deemed to have been received by the Cardmaster: (a) on the 5th Business Day after the day on which notice is posted to the last known address of the Cardmaster (b) on the next Business Day after the day on which notice is sent to the last known electronic address (which may be an email or other electronic address agreed by Business Fuel Cards and the Cardmaster from time to time).

2.3 The Cardmaster (and the Card Users) are bound by any such amendment unless all issued Cards are cut in half and returned to Business Fuel Cards within: (a) 40 Days of the date of the notice where the Cardmaster has less than 20 employees; or (b) 5 Business Days of the date of the notice in all other circumstances; in which case the Agreement will terminate.

2.4 For the avoidance of doubt, the Cardmaster and each Card User acknowledge that a variation in accordance with this clause will be effective if a notice in writing issued in accordance with this clause directs the Card Master and Card Users to a website or other generally accessible location at which the amended version of this Agreement may be reviewed.

2.5 The Cardmaster and each Card User acknowledge that, unless otherwise agreed or unless otherwise required by law, Business Fuel Cards may vary any Fees at any time by amending the schedule of Fees, and that such varied Fees will become applicable in respect of all Cards on and from the date the amended schedule of Fees is published at www.bfcards.com.au. The Cardmaster and each Card User acknowledge that publication of an amended schedule of Fees in accordance with this clause is the only notice Business Fuel Cards is required to provide in order to vary any Fees.

2.6 Business Fuel Cards reserves the right to change any Discounts or Fees charged to the Cardmaster at any time and will, other than where such change is due to a breach of these terms by the Cardmaster or the Cardmaster's relative credit risk level as defined by our credit bureau becomes less than average, provide prior notice to the Cardmaster of such change.

3. AUTHORISED CARD USER

If Business Fuel Cards accepts the Cardmaster's Application Form, Business Fuel Cards will open an Account in the Cardmaster's name and at Business Fuel Card's discretion, issue the Cards the Cardmaster applied for and any additional Cards requested from time to time by the Cardmaster.

The Cardmaster shall notify Business Fuel Cards of the name of each person authorised by the Cardmaster to use a Card, and if authorised only for a Vehicle, the registration details of that Vehicle by completing and returning an Application Form to Business Fuel Cards. If requested, other particulars required by Business Fuel Cards shall be also provided by the Card master to Business Fuel Cards in the time frame reasonably requested by Business Fuel Cards.

4. COMPLIANCE BY CARD USER

The Cardmaster shall issue the Card to the Card User and shall ensure that both the Cardmaster and the Card User comply with this Agreement and any other instructions on the use of the Card as may be given by Business Fuel Cards to the Cardmaster from time to time, including keeping any Personal Identification Number secure and not exceeding any Credit Limit. The Cardmaster is responsible for all issued Cards and must monitor the use of the Cards by the Card Users and ensure they are stored in a safe place. The Cardmaster represents and warrants that it has ensured that each Card User and any person whose Personal Information the Cardmaster discloses or makes accessible to Business Fuel Cards, agrees to the collection and handling of their Personal Information by Business Fuel Cards as set out in the FleetCard Privacy Policy (Australia) available via the website at www.fleetcard.com.au.

5. LOSS OF CARD

5.1 If the Card is lost or stolen or otherwise ceases to be in the possession of the Cardmaster or the Card User, the Cardmaster shall immediately notify Business Fuel Cards by the fastest available means of communication giving all available information as to the circumstances of such loss or theft, shall confirm all such information to Business Fuel Cards in writing as soon as practicable and shall take all reasonable steps that Business Fuel Cards may require to assist Business Fuel Cards to recover the Card.

5.2 The Cardmaster shall be liable for all Charges arising prior to receipt of such initial notification by Business Fuel Cards in accordance with clause 5.1 (Notice Date) (including any purchases in excess of the Credit Limit) but shall have no liability for Charges arising after the Notice Date (unless the Charges relate to transactions arising before the Notice Date).

6. WITHDRAWAL OF CARD

6.1 Upon a Card User ceasing for any reason to be authorised by the Cardmaster to use the Card, or any Vehicle ceasing to be a Vehicle used by the Cardmaster, then the Cardmaster shall immediately notify Business Fuel Cards and return the Card previously issued to the Card User or in respect of a Vehicle that is no longer used by the Cardmaster to Business Fuel Cards.

6. 2 The Cardmaster shall be liable for all Charges arising prior to receipt by Business Fuel Cards of the Card (Receipt Date) but shall have no liability for Charges arising after the Receipt Date (unless the Charges relate to transactions arising before the Receipt Date).

7. INDEMNITY

7.1 The Cardmaster shall indemnify Business Fuel Cards against, and will immediately pay to Business Fuel Cards on demand without set off or counter-claim, any Loss or Claim suffered or incurred by Business Fuel Cards arising from:

(a)the loss, theft or fraudulent or other misuse of the Card by the Card User or any other person, which occurs prior to initial notification by the Cardmaster under clause 5 above or receipt of the Card pursuant to clause 6 above;

(b) breach of contract, including breach of this Agreement;

(c) tort, including negligence or breach of statutory duty or breach of equitable duty; or

(d)otherwise arising directly or indirectly as a result of Business Fuel Cards having agreed to supply or not supply the Card to the Cardmaster, including but not limited to, legal and other professional costs and disbursements on a full indemnity basis, of assessing the Cardmaster's credit application, and recovering any amounts due to Business Fuel Cards under this Agreement from the Cardmaster, a Card User, a party to a Personal Guarantee or any other person,

Business Fuel Cards need not make any payment before enforcing any right of indemnity under this clause 7.

8. RETURN OF CARD

The Card is at all times the property of Business Fuel Cards and shall be returned by the Cardmaster immediately upon the request of Business Fuel Cards at any time for any reason without obligation on Business Fuel Cards to reissue the Card.

9. SUSPENSION OR CANCELLATION

9.1 Business Fuel Cards may suspend any Card or Account, or restrict the use of any Card or Account immediately and without notice to the Cardmaster where Business Fuel Cards has reason to suspect an

existing or anticipated breach of this Agreement, or for any other reason, in its absolute discretion.

9.2 Business Fuel Cards may upon the cancellation, loss, theft, destruction of the Card or for any other reason, in its absolute discretion, give such notice to the Cardmaster as it thinks fit that the Card is no longer valid. Subject to clauses 5 and 6, the Card will be cancelled from the date of the notice.

9.3 Business Fuel Cards is entitled to disclose to any Supplier or any other person the reason for the suspension, restriction, or invalidity of any Card or Account. The Cardmaster waives all rights of action against Business Fuel Cards in relation to disclosure of such information whether given negligently or otherwise.

9.4 Business Fuel Cards may at any time disclose to any third party information concerning the Account as may be necessary for the operation of the Card.

10. PURCHASE OF SUPPLIES

10.1 On presentation of a valid Card to a Supplier, Card Users may purchase Supplies, subject to hours of business and availability of Supplies. A Supplier may refuse to supply Supplies if the Card presented by a Card User is invalid, damaged or a different signature is provided or the vehicle does not match the registration number and description embossed on the Card.

10.2 The Cardmaster shall procure that the Card User obtains a Sales Voucher in respect of Sales Voucher Purchases. Each Sales Voucher shall be signed by the Card User at the time of purchase of the Supplies. The signature by the Card User of a Sales Voucher shall constitute a purchase by the Cardmaster from the Supplier of all Supplies to which that Sales Voucher relates. Subject to clauses 5 and 6, the Cardmaster shall have no right to dispute the amount of any Sales Voucher or the authority of the Card User to purchase those Supplies.

10.3 On-line Purchases debited to a Card by a Supplier's website, shall constitute a purchase by the Cardmaster. Subject to clauses 5 and 6, the Cardmaster shall have no right to dispute the amount of any On-line Purchase or the authority of the Card User to purchase those Supplies.

10.4 Business Fuel Cards shall not be liable to the Cardmaster for any loss, damage, costs or expenses suffered by the Cardmaster and arising directly or indirectly from failure by the supplier to accept a Card or failure by the Supplier to charge the normal cash price for Supplies notwithstanding that such failure may constitute a breach of any contract or agreement between the Supplier and Business Fuel Cards.

10.5 Business Fuel Cards shall not be liable for any act or omission of any Supplier or any defect or deficiency in any Indirect Supplies. The Cardmaster will be solely responsible for any Claim against or dispute with any Supplier in connection with Indirect Supplies and the existence of such Claim or dispute shall not relieve the Cardmaster of the obligation to pay the amount of all Charges due to Business Fuel Cards set out in the Statement.

11. WARRANTY BY CARDMASTER

Signature by a Card User on a Sales Voucher in conjunction with the use of the Card and use of a Card for an On-line Purchase shall constitute a warranty by the Cardmaster that:

(a) All statements, amounts and other information contained in the Sales Voucher or provided on the Supplier's website in respect of the purchase of Supplies by a Card User from a Supplier are true and correct in all respects and reflect a genuine commercial transaction between the Supplier and the Card User and there are no collateral contracts or other representations in existence affecting the sale of the Supplies to which the Sales Voucher relates.

(b) In the case of a Sales Voucher Purchase, after its completion and signature the Sales Voucher has not been altered or added to.

(c) The Cardmaster has no right to dispute or withhold payment to Business Fuel Cards in respect of the whole or any part of the amounts shown on the Sales Voucher.

(d) The transaction complies in all respects with the requirements of any law or regulation.

(e) The benefit of the transaction has not been assigned, pledged or dealt with by the Card User in any manner or in favour of any person other than the Cardmaster.

(f) The Card is valid, is in good physical working condition and all details embossed on the Card are correct.

12. PROPERTY IN THE SUPPLIES

12.1 Business Fuel Cards acknowledges that the Cardmaster shall subject to payment being made in full to Business Fuel Cards have the property in the Supplies and shall be entitled to the benefit of all terms and warranties relating to the Supplies.

12.2 Until the Cardmaster has paid for any Supplies and whether or not the due date for payment has passed and in addition to any rights Business Fuel Cards may have, at its absolute discretion, Business Fuel Cards is authorised by the Cardmaster and Card User without notice to the Cardmaster or Card User, to enter the Cardmaster's or Card User's premises (or any premises under the control of the Cardmaster or as agent of the Cardmaster in which Supplies are stored) and use reasonable force to take possession of all the Supplies without liability for any trespass, negligence or conversion or payment of any compensation to the Cardmaster or Card User whatsoever.

12.3 On retaking possession of goods Business Fuel Cards may elect to refund to the Cardmaster any part payment that may have been made and to credit the Cardmaster's account with the value of the goods less any charge for recovery of the goods, or to resell the goods.

13. BUSINESS FUEL CARDS LIABILITY

13.1 Business Fuel Cards shall not be liable for any Loss or Claim, however caused, suffered or incurred by the Cardmaster or the Card User, in connection with any defects in any Indirect Supplies purchased or any Indirect Supplies improperly made or supplied by a Supplier to a Card User or for any mechanical failure of a vehicle resulting from such defects. This exclusion applies whether or not the Cardmaster or Card User was aware of the possibility of such Loss to the Cardmaster or Card User when this Agreement was entered into.

13.2 Except for liability in relation to breach of any Non-excludable Condition and liability under clause

13.3, Business Fuel Card's total liability to the Cardmaster and any Cardholder in contract, including for one or more breaches of any express term or terms of this Agreement (in aggregate), tort (including in negligence), statute, or otherwise, is limited to the total amount of Fees paid to Business Fuel Cards by the Cardmaster in the 6 months before the incident giving rise to the liability occurred.

13.4 Business Fuel Card's total liability to the Cardmaster and any Cardholder for a breach of any Non-excludable Condition (other than a Non-excludable Condition that by law cannot be limited) is limited, at Business Fuel Card's option to any one of resupplying, replacing or repairing, or paying the cost of resupplying, replacing or repairing goods in respect of which the breach occurred, or supplying again or paying the cost of supplying again, services in respect of which the breach occurred.

13.5 Except for liability in relation to breach of any Non-excludable Condition Business Fuel Cards excludes all liability to the Cardmaster or any Cardholder for lost profits, lost revenue, lost savings, lost business, loss of opportunity and any consequential or indirect loss arising out of, or in connection with, any services, any Supplies, and any claims by any third person, or this Agreement, even if Business Fuel Cards knew that loss was possible or the loss was otherwise foreseeable.

14. PAYMENT FOR SUPPLIES

14.1 For Indirect Supplies purchased by the Card User, Business Fuel Cards shall pay the Supplier the amount shown on the Sales Voucher submitted to Business Fuel Cards by the Supplier where such Sales Voucher is legibly impressed with the Card of the Card User and is signed by the Card User and shall debit the Account of the Cardmaster with the amount shown on the Sales Voucher in the manner set out in clause 15.

14.2 For any Supplies that are not Indirect Supplies, the Cardmaster and each Card User acknowledge that the price payable for those Supplies will be the Charges determined by Business Fuel Cards, and if a Supplier issues a document that purports to be a tax invoice or other record of price paid for Supplies, that document is void to the extent it pertains to price charged or paid.

15. BUSINESS FUEL CARD CHARGES

Immediately following the conclusion of each Charge Period the Cardmaster will be issued a Statement, which will set out the total amount of Charges and Fees owing to Business Fuel Cards (Due Amount). All Charges and Fees, including Charges and Fees from all Card Users, are due and payable to Business Fuel Cards by the date specified on the Statement (Due Date).

16. PAYMENT BY THE CARDMASTER

16.1 The Cardmaster shall make payment either by authorising its bankers to pay by Direct Debit initiated by Business Fuel Cards, or EFTPOS if authorised by Business Fuel Cards the Charges referred to in clause 15.

16.2 Where payment of a Due Amount is not made in full by the Cardmaster on the relevant Due Date, the monies received by Business Fuel Cards shall be applied to the Due Amount in such a way as Business Fuel Cards shall in its sole discretion determine. Subject to such discretion, the monies received by Business Fuel Cards shall be applied first in payment of the Fees referable to the Due Amount.

16.3 Payment in full of a Due Amount must reach Business Fuel Cards Pty Ltd at its offices at GPO Box 1867, Sydney NSW 2001, or if by direct debit being electronically received, no later than the Due Date. Any payment made will not be deemed to have been received by Business Fuel Cards until the date on which such payment is actually credited to Business Fuel Cards' Account.

16.4 If a payment is overdue or dishonoured, Business Fuel Cards will charge the Cardmaster such Fees, including but not limited to, any interest and overdue and/or dishonour fees as posted on Business Fuel Card's website www.bfcards.com.au or notified by Business Fuel Cards from time to time to compensate Business Fuel Cards for additional administrative, legal or borrowing costs in dealing with an overdue or dishonoured payment, but without prejudice to and unrelated to the right of Business Fuel Cards to charge interest or any other rights and remedies available to Business Fuel Cards. The Cardmaster's liability to pay such Fees will be in addition to the Cardmaster's liability to pay any outstanding amounts.

16.5 If the Cardmaster or a Card User continue to use the Card where the Credit Limit has been reached or exceeded, Business Fuel Cards will deem such use to be a request for a credit extension. Such requests will be considered at the discretion of Business Fuel Cards, taking into consideration the Cardmaster's account structure, payment history, and any available credit information. Any request for a credit extension will be considered solely at the discretion of Business Fuel Cards and if the request is rejected, Business Fuel Cards has no liability to the Cardmaster in respect of any action to cease supply. If Business Fuel Cards agrees to grant the Cardmaster a credit extension the Cardmaster may be charged a credit extension fee, being a percentage of the Charges, until the outstanding balance has been repaid. The Cardmaster will be liable for any outstanding amounts as well as any losses, damages, costs and disbursements (including legal costs on a solicitor-client basis) incurred by Business Fuel Cards in recovering the outstanding amount, including interest.

16.6 The right to require payment of interest is without prejudice to any other rights the Business Fuel Cards may have against the Cardmaster at law or in equity.

16.7 A failure to pay any amount under this Agreement is not remedied until both the amount unpaid and any Fee payable under clause 17.4 have been paid in full.

17. CREDIT CHECKS AND CREDIT REPORTING

17.1 The Cardmaster hereby consents to Business Fuel Cards, in accordance with the law and its privacy policy, performing a credit check on the Cardmaster and any of its guarantors by disclosing the Cardmaster's and any of its guarantor's personal and credit information to credit reporting bodies and other credit providers. The purpose of this credit check is to assess the Cardmaster's application for a credit account.

17.2 The right to perform credit checks in clause 17.1 extends to a right for Business Fuel Cards to perform credit checks in the future for the purpose of reviewing credit increase applications, reviewing the Credit Limit on the Account, and collecting any payments owed by the Cardmaster to Business Fuel Cards.

17.3 Where it is appropriate to do so, Business Fuel Cards may also disclose credit information relating to the Cardmaster and any of their guarantors to credit reporting bodies for the purpose of reporting default and repayment history information about the Cardmaster and any of their guarantors.

18. TERM AND TERMINATION

18.1 The term of this Agreement shall be for a period from the date on which Business Fuel Cards ac-

cepts the completed Application Form of the Cardmaster and shall continue thereafter unless terminated by 30 Business Days' written notice by either Business Fuel Cards or the Cardmaster, or such lesser period as determined by Business Fuel Cards if a Supplier terminates its arrangement with Business Fuel Cards.

18.2 Notwithstanding any prior waiver of its rights, Business Fuel Cards may terminate this Agreement immediately and without notice in respect of a Cardmaster or any defaulting Card User in any of the following circumstances:

(a) Failure by the Cardmaster or Card User to pay a Due Amount by the date which is three Business Days after the Due Date for that Due Amount;

(b) Breach by the Cardmaster or Card User of the Agreement and in the reasonable opinion of Business Fuel Cards the breach cannot be remedied or the breach can be remedied, but is not remedied by Cardmaster or Card User within three Business Days after Business Fuel Cards gives notice specifying the default to the Cardmaster;

The Cardmaster or the Card User suspends payment of its debts generally, is or becomes unable to pay its debts when they are due, or is or becomes unable to pay its debts within the meaning of the Corporations Act (Cth) 2001, becoming insolvent, ceasing or threatening to cease business or having a receiver, receiver and manager, administrator, controller, liquidator, trustee or similar official appointed over any of the assets or undertakings or an application or order is made for the winding up or dissolution of the defaulting party, or a resolution is passed or any steps are taken

(c) to pass a resolution for the winding up or dissolution of the defaulting party, except for the purpose of an amalgamation or reconstruction; or

(d) The Cardmaster or the Card User entering into or attempting to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them.

18.3 The termination of this Agreement shall not affect the rights or liabilities of any party against the other to the date of such termination.

18.4 The outstanding balance on the Account shall immediately become due and payable on the termination of this Agreement and the Cardmaster or the Card User shall immediately return all Cards to Business Fuel Cards.

18.5 All parties acknowledge that clauses 5 (Loss of Card), 7 (Indemnity), 8 (Return of Card), 9 (Cancellation), 11 (Warranty by Cardmaster), 12 (Property in Supplies), 13 (Business Fuel Cards Liability), 14 (Payment for Suppliers), 15 (Business Fuel Card Charges), 16 (Payment by the Cardmaster), 18.3, 18.4 and this 18.5 (Term and Termination), 19 (Other Liability), 21 (Waiver), 24 (Governing Law and Jurisdiction) and 25 (Unenforceable Provision) and each clause required to make them effective, continue after expiry or termination of this Agreement for any reason.

19. OTHER LIABILITY

The Cardmaster acknowledges and agrees that they are liable for all Charges made with or incurred by the use of the Cards issued to the Cardmaster and the Card User.

20. FORCE MAJEURE

Business Fuel Cards shall be under no liability to the Cardmaster for failure to perform its obligations set forth in the terms and conditions if such failure is due to conditions beyond the reasonable control of Business Fuel Cards, its agents, subcontractors or employees.

21. WAIVER

A failure to exercise, a delay in exercising, or a partial exercise of, a right created under or arising from a breach of this Agreement or on the occurrence of a termination event does not result in a waiver of that right.

22. ASSIGNMENT

The Cardmaster shall not assign, subcontract or otherwise deal with its rights under this Agreement.

23. NOTICES

All communications between the parties shall be given in legible writing in English and be deemed to have been given by the sender and received by the addressee:

(a) if delivered in person, when delivered to the addressee;

(b) if posted, 3 Business Days from and including the date of posting to the addressee provided that the notice is addressed to the last known business address of the other party;

(c) if emailed, on the next Business Day after the day on which notice is sent to the last known electronic address of the Cardmaster.

24. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

25. UNENFORCEABLE PROVISION

A provision of, or the application of a provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction. Where a clause in this Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

26. ENTIRE AGREEMENT

This Agreement replaces all previous agreements between the parties concerning its subject matter and contains the entire agreement between the parties.

27. GST

(a) Any reference in this clause to a term defined or used in the A New Tax System (Goods and Services Tax) Act 1999 is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.

(b) Unless expressly included, the consideration for any supply made under or in connection with this Agreement does not include an amount on account of GST payable or notionally payable in respect of the supply (GST Exclusive Consideration) except as provided under this clause.

(c) Any amount referred to in this Agreement (other than an amount referred to in clause 27(h) which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a GST exclusive basis.

(d) To the extent that GST is payable in respect of any supply made by a party (Supplier) under or in connection with this Agreement, the consideration to be provided under this Agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST Exclusive Consideration (or its GST exclusive market value if applicable) multiplied by the rate at which GST is imposed in respect of the supply.

(e) The recipient must pay the additional amount payable under clause 27(d) to the Supplier at the same time as the GST Exclusive Consideration is otherwise required to be provided.

(f) The Supplier must issue a tax invoice to the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under clause 27(d) or at such other time as the parties agree.

(g) Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Agreement the Supplier must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 27(e), the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

(h) If one of the parties to this Agreement is entitled to be reimbursed or indemnified for a loss, cost, expense or outgoing incurred in connection with this Agreement, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified (or its representative member) is entitled in relation to that loss, cost, expense or outgoing and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 27(d).