



COMMERCIAL CREDIT APPLICATION

Application Information

Application for:

Amount of credit required (monthly): \$

Bulk purchases:

Cardlock services:

Company Information

Full legal business name:

Other trade names:

Nature of business:

Mailing address:

Business address:

(if different from mailing address)

Phone #

Fax #

Email address:

GST # _____

Business Structure

Corporation _____ Partnership _____ Other (describe) _____

Year established: _____

Ownership change: No _____ Yes _____ Year: _____

Affiliated companies: _____

Company Principals/Officers/Owners

Name	Title	% Ownership	Residential Address

Please complete pages 1 and 2. Sign page 3. Read pages 4 and 5, and initial page 5.



COMMERCIAL CREDIT APPLICATION

Accounts Payable Information

Email address for invoices:

Attention (name and title):

Phone _____ Ext _____ | Email:

Purchasing Information

Purchaser Contact: _____ Phone # _____ Ext _____

Email: _____ PO's required: Yes _____ No _____

Phone: _____ Fax: _____

Fuel-Exempt Information (Alberta Only)

Information upon request for qualifying uses

Alberta TEFU/AFFB # _____ (Required for purchasing diesel dyed products in AB)

TEFU inception/renewal date: _____ Expiry date: _____

Approximate monthly volume of all fuel types required (in litres)

Dyed Diesel: _____ Dyed Gas: _____ Road Gas: _____ Road Diesel: _____

Fuel-Exempt Information (BC Only)

Attach a signed **BC FIN 438** (Farm **BC FIN 458**)

Approximate monthly volume of all fuel types required (in litres)

Dyed Diesel: _____ Dyed Gas: _____ Road Gas: _____ Road Diesel: _____

Payment Options

EFT: _____ Online Banking: _____ Credit Card: _____ Cheque: _____

To have the balance owing automatically charged to a credit card or deducted from an account, contact us at (780)872-8772 or at admin@fuelcoinc.ca to request the authorization form.

Bank References

Bank name: _____ Address: _____
Contact name: _____
Phone: _____
Account: _____

Trade References

Company Name	Contact Name	Phone #	Email



COMMERCIAL CREDIT APPLICATION

Declaration of Understanding and Consent

I/we _____ of _____ understand and consent to you obtaining consumer and/or other reports containing personal and/or credit information from our above-listed financial institutions or from credit rating/information agencies.

I/we acknowledge that the above information is material to the credit decision to be made by Fuelco Inc. (hereinafter "Fuelco"), and I/we agree, represent and warrant that: (i) all information provided is complete, true, and correct in all respects; (ii) the above does not omit or misstate any information or facts which are reasonably necessary to be provided to Fuelco in order to assist it to assess the creditworthiness of the applicant; and (iii) I/we acknowledge having read and agree to the additional Terms and Conditions of Credit contained on this agreement.

As applicable, I/we shall maintain in a good state of repair and in good operating condition the fuel storage and heating equipment, pumps, piping, burners, furnaces, and all related equipment, all in accordance with good engineering practices, applicable governmental rules and regulations and Fuelco's requirements, in order that Fuelco can properly receive, store, deliver and dispense fuel. In no event shall Fuelco be obligated to verify or ensure that such requirements are satisfied, both in respect of the initial implementation of the services or products, ongoing performance of same, or in respect of any modifications to such requirements.

Further, I personally acknowledge that I and the business entity shall be jointly and severally liable as co-customers and co-purchasers pursuant to the Terms and Conditions of Credit, and will indemnify Fuelco for any debts incurred with Fuelco (whether or not the invoice or purchase order is made out solely to the business entity), and for all losses, costs or damages which Fuelco may suffer or pay as a result of claims or suits arising out of any injuries to persons or damage to personal or real property due to or arising out of or relating to the use, possession or operation of the services, products or equipment supplied or used by Fuelco, its contractors, employees or those for whom it is responsible.

Signature

Date

Name (Please Print)

Title

Please initial on the bottom on each page of this application indicating agreement with the additional terms and conditions of credit.



COMMERCIAL CREDIT APPLICATION

Terms and Conditions of Credit

This Application and Agreement for Credit shall apply to any and all credit extended, and products provided by Fuelco Inc. ("Fuelco"). The credit applicant and its signing individual representative (collectively, the "Applicant") jointly and severally understands and agree to the following terms and conditions:

1. The Applicant consents to the obtaining of credit and/or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof, and use and to the disclosure of any information above or trade information concerning the Applicant, its officers of affiliated entities to any credit report agency or otherwise for the purposes of assessing credit risk or enforcing payment of amount in arrears (and specifically authorizing Fuelco to obtain land titles or vehicle ownership details from the applicable provincial registries).
2. Provided the Applicant is within the stated credit terms (if any), payment shall be made net 30 days for card lock and bulk delivery purchases from invoice date (unless otherwise specified by specific agreement). Representatives of Fuelco are not authorized to change or adjust credit terms without written authorization of the credit manager. This amount may be changed or credit reduced or eliminated at any time by Fuelco upon written or verbal notice to Applicant, and Fuelco shall have the right to demand payment of all amounts outstanding and the value of any pending orders on a COD basis before making further shipments to Applicant. Whether or not Applicant is delinquent, Fuelco reserves the right to revoke any credit extended to Applicant, cease future deliveries, and remove/retain/ dispose of any inventory previously delivered without notice. Fuelco shall not be liable for any withdrawal of credit privileges, whether or not Applicant has received any notice of such withdrawal.
3. If amounts due are paid within the above terms of credit, no late payment charges will be assessed. However, if amounts due are not paid in full within the terms of credit, the balance owing shall be subject to a late payment charge from invoice date at the rate of 2% per month (24% per annum nominal rate), calculated and compounded monthly, until payment in full is received by Fuelco. In the event that this charge exceeds any maximum permitted by law, it shall be reduced to the legal maximum. NSF cheques or other reversed payments will be subject to a \$45.00 processing charge.
4. The price to be paid for all products delivered by Fuelco shall be at Fuelco's prevailing rates, which may at time increase/decrease at the sole discretion of Fuelco without notice. If upon audit of any delivery ticket or invoice a system or manual error is detected in the calculation of applicable taxes charged, or an incorrect rate charged per liter, Fuelco will make the required corrections and the Applicant agrees to pay the corrected amount (either higher or lower, as the case may be).
5. Fuelco shall not be liable for any temporary or permanent failure to supply product hereunder, whether or not prevented by fire, labor disturbance, inaccessible roads, shortage of fuel or any other cause reasonably beyond Fuelco control, nor shall Fuelco be liable for special, direct, indirect, or consequential damages resulting from or arising out of this contract including, without limitation, punitive damages, economic losses, loss of profit, loss of use, loss of contract, loss of production, loss of revenue, business interruption, or increased cost of working, however same may be caused. The Applicant shall be obligated to show its storage vessels were not compromised or contributed to



COMMERCIAL CREDIT APPLICATION

loss or damages suffered.

6. Applicant agrees to bear all costs incurred by Fuelco in the enforcement of this Agreement or collection of any unpaid amounts including, but not limited to, interest, collection agency, legal fees and court costs (on a full indemnity basis, including solicitor client costs), until payment is received by Fuelco. Fuelco retains title and it's granted a purchase money security interest, for security purposes only, to all goods until paid for in full, and Fuelco may, at its option, repossess the same upon Applicants default in payment hereunder and charge Applicant for any deficiency.
7. All terms, conditions, warranties, or representations, either express (via advertisement, catalogue or other Fuelco publication or otherwise) or implied (by common law, statute or otherwise), in relation to the accuracy, merchantability, fitness for a particular purpose or otherwise in relation to the provision of goods or services are waived, disclaimed and excluded to the greatest extent permitted by law. The goods are provided on an "AS IS" basis and Fuelco disclaims any and all implied warranties or conditions with respect to the goods or services provided (any claims shall be as against the refinery only). The liability of Fuelco, however arising (whether for breach of contract, negligence, misrepresentation or otherwise), shall at no time exceed the full value of the consideration paid or payable by Applicant for the specific products or services in issue. Fuelco may, at its option, replace, repair or refund any defective goods provided Applicant gives Fuelco thirty (30) days' prior written notice of any defective goods, and provided Applicant has not altered, misused or unreasonably used said goods. Unless otherwise agreed to in writing by the parties, full risk of loss (including transportation delays and losses) shall pass to the Applicant upon delivery of goods sold or rented to the designated F.O.B. point, regardless of whether or not Fuelco pays freight.
8. Applicant must contact the proper municipal authority prior to installation and usage of new or existing equipment supplied, filled or otherwise utilized by Fuelco, including obtaining or updating permits may be required. Fuelco takes no responsibility, and it is your sole obligation to ensure: (i) all equipment is installed, permitted, inspected and equipped properly to facilitate safe operation, and are prepared as may be required for your particular usage and circumstances; (ii) the required information (product name, capacity, tank chart, emergency procedures, posting of emergency phone numbers and information etc.) are labelled on any equipment, or installed prior to initial product usage; (iii) proper inventory control, leak detection, and maintenance programs are carried out; (iv) all equipment is located to allow for safe access to delivery trucks, dispensing operations and emergency vehicles; (v) all equipment systems have suitable means of collision protection, security, spill containment and fire response equipment; (vi) adequate grounding of the equipment



COMMERCIAL CREDIT APPLICATION

as per applicable code; and (vi) you have obtained all requisite licenses, consents or rights necessary or desirable as may be required by the landowner or party required to consent to the installation or continued operation of equipment.

9. In the event that Applicant requests or agrees to store goods, inventory, equipment or other assets on the premises of Fuelco or under the direct or indirect control or supervision of Fuelco, whether such arrangement is gratuitous or for consideration, in all such cases: (a) Fuelco shall not be responsible for any loss or damage, except as may be provided in this Agreement, and then only if Applicant had obtained confirmation of amount and initial condition of the assets upon delivery to and receipt by Fuelco; (b) Fuelco is granted a security interest to ensure payment in full of all amounts owing to Fuelco, and Fuelco may, at its option, repossess or enforce its rights against same upon Applicant default in payment hereunder and charge Applicant for any deficiency, and (c) Fuelco shall have no implied or other obligations to take reasonable or other steps to safeguard or protect the assets of the Applicant. For great certainty, in no event shall Fuelco be liable for loss, damage or theft of the Applicant's assets on or from Fuelco's premises or storage yard.
10. This constitutes the entire agreement and understanding between the parties and supersedes and replaces all prior and contemporaneous agreements, understandings, representations, and conditions, both written and oral, between the parties regarding the terms of credit or supply of product or services. Fuelco may, at any time and from time to time, amend or replace or substitute the credit terms and upon so doing and providing Applicant with a copy thereof, such amendment, replacement or substitution shall be incorporated herein and made part hereof in the place and stead of the provisions so amended, replaced or satisfied. This agreement shall be governed by the laws of the Province of Alberta. If any term or provision is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this credit or invalidate or render unenforceable such term or provision in any other jurisdiction.

I (We) hereby agree to the above Terms and Conditions: Yes Initials: