



Full Legal Business Name _____

Other Trade Name(s) _____

Mailing Address _____

City _____ Province _____ Postal Code _____

Phone # _____ Fax # _____ GST # _____

Email Address _____ Project/Site _____

Name of Owner _____ Date of Birth _____

**COLOURED FUEL ACCOUNT CERTIFICATION – MUST ATTACH A SIGNED FIN438 TO PURCHASE
MARKED PRODUCTS See BC Govt. Site: http://www.sbr.gov.bc.ca/documents_library/forms/0438FILL.pdf**

Approximate monthly volume required in liters (all fuel types):

Off Road _____ On Road _____ Gas _____

Shipping Address: _____

_____ POs required? Yes No

Cardlock Details:

Number of cards required _____ Type of fuel required: Gas Diesel Clear Dyed Diesel Dyed Gas

Would you like to make use of the following options? Odometer Reading Yes No Unit ID Yes No

Projected Total Monthly Volume all cards (litres) _____

PRINCIPAL(S)/OFFICER(S)

Name (s)	% Ownership	Home Address

Office Use only:

Sector _____ Region _____ Credit Limit _____

ACCOUNTS PAYABLE

Accounts Payable Contact _____ Phone # _____

A/P Email Address for Statements and Invoices _____

Purchaser Contact _____

Phone/Extension _____

BUSINESS INFORMATION

Year Business Started _____ Year Present Owner started (if different) _____

Type of Business _____ Years of Operations _____

Corporation _____ Partnership _____ Other _____

BANK REFERENCE

Bank Name _____

Contact Name _____ Phone # _____ Fax # _____

Address _____

TRADE REFERENCES (List names, address, and fax number of major suppliers):

1) _____ Address _____ Fax _____

2) _____ Address _____ Fax _____

3) _____ Address _____ Fax _____

4) _____ Address _____ Fax _____

Any personal or business assets under seizure? (Yes) (No)

Any judgments in progress or filed by creditors? (Yes) (No)

Any of applicants, principals, or affiliates insolvent/bankrupt? (Yes) (No)

Any of the applicants, principals, or affiliates in material default? (Yes) (No)

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 INSTITUTION, OR FROM CREDIT RATING/INFORMATION AGENCIES.

I/WE ACKNOWLEDGE THAT THE ABOVE INFORMATION IS MATERIAL TO THE CREDIT DECISION TO BE MADE BY AFD PETROLEUM LTD. (HEREINAFTER "AFD"), AND I REPRESENT AND WARRANT THAT (I) ALL INFORMATION PROVIDED IS COMPLETE, TRUE AND CORRECT IN ALL RESPECTS; AND (II) THE ABOVE DOES NOT OMIT OR MIS-STATE ANY INFORMATION OR FACTS WHICH ARE REASONABLY NECESSARY TO BE PROVIDED TO AFD IN ORDER TO ASSIST IT TO ASSESS THE CREDITWORTHINESS OF THE APPLICANT.

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 AFD'S REQUIREMENTS IN ORDER THAT IT CAN PROPERLY RECEIVE, STORE AND PROPERLY DISPENSE FUEL. IN NO EVENT SHALL AFD BE OBLIGATED TO VERIFY OR ENSURE THAT SUCH REQUIREMENTS ARE SATISFIED, BOTH IN RESPECT OF THE INITIAL IMPLEMENTATION OF THE SERVICES OR IN RESPECT OF ANY MODIFICATIONS TO SUCH REQUIREMENTS.

FURTHER, I/WE ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE ADDITIONAL TERMS AND CONDITIONS OF CREDIT CONTAINED ON PAGE THREE OF THIS AGREEMENT, AND AS SUCH, THAT I/WE AND THE BUSINESS ENTITY SHALL BE JOINT AND SEVERAL AS CO-CUSTOMERS AND CO-PURCHASERS, AND I/WE WILL INDEMNIFY YOU FOR ANY DEBTS INCURRED WITH AFD WHETHER OR NOT THE INVOICE OR PURCHASE ORDER IS MADE OUT SOLELY IN THE NAME OF THE BUSINESS ENTITY.

DATE SIGNATURE NAME (print) TITLE

(As your LAST step BEFORE signature, please PRINT this entire document, SIGN the application and either FAX or EMAIL (scan attachment) to our office – See Top of Page 1)

Please check box on the bottom of Page 3 of this application indicating agreement with our Additional Terms and Conditions of Credit.

ADDITIONAL TERMS AND CONDITIONS OF CREDIT

This Application and Agreement for Credit shall apply to any and all credit extended and products provided by AFD Petroleum Ltd. ("AFD"). 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 AFD 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 AFD 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 AFD upon written or verbal notice to Applicant, and AFD 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, AFD reserves the right to revoke any credit extended to Applicant, cease future deliveries, and remove/retain/dispose of any inventory previously delivered without notice. AFD 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 AFD. In the event that this charge exceeds any maximum permitted by law, it shall be reduced to the legal maximum. NSF cheques or payments will be subject to a \$30.00 processing charge.
4. The price to be paid for all products delivered by AFD shall be at AFD's prevailing rates, which may at time increase/decrease at the sole discretion of AFD 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 litre, AFD will make the required corrections and the Applicant agrees to pay the corrected amount (either higher or lower, as the case may be).
5. AFD shall not be liable for any temporary or permanent failure to supply product hereunder, whether or not prevented by fire, labour disturbance, inaccessible roads, shortage of fuel or any other cause reasonably beyond AFD control, nor shall AFD be liable for special, 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 loss or damages suffered.
6. Applicant agrees to bear all costs incurred by AFD 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 AFD. AFD retains title and it's granted a purchase money security interest, for security purposes only, to all goods until paid for in full, and AFD 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 AFD 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 AFD 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 AFD, 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. AFD may, at its option, replace, repair or refund any defective goods provided Applicant gives AFD 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 AFD pays freight.
8. In the event that Applicant requests or agrees to store goods, inventory, equipment or other assets on the premises of AFD or under the direct or indirect control or supervision of AFD, whether such arrangement is gratuitous or for consideration, in all such cases: (a) AFD 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 AFD; (b) AFD is granted a security interest to ensure payment in full of all amounts owing to AFD, and AFD 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) AFD 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 AFD be liable for loss, damage of theft of the Applicant's assets on or from AFD's premises or storage yard.

I (We) hereby agree with the above Additional Terms and Conditions of Credit (Check Box) Yes