



**PERSONAL/ COMPANY BILLING NAME/ INFORMATION**

Full Legal Business Name: \_\_\_\_\_

Other Trade Name(s): \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ GST #: \_\_\_\_\_

Email Address: \_\_\_\_\_ Project/Site: \_\_\_\_\_

<b>PROVINCIAL/TERRITORIAL FUEL TAX EXEMPTION NUMBER:</b> _____ (Required if purchasing tax exempt fuel for off road commercial purposes) Approximate monthly volume required in liters (all fuel types):  <b>Off road:</b> _____ <b>Road:</b> _____ <b>Gas:</b> _____
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**ACCOUNTS PAYABLE**

Accounts Payable Contact: \_\_\_\_\_

A/P Email Address for Statements and Invoices: \_\_\_\_\_

Purchaser Contact: \_\_\_\_\_

Phone/Extension: \_\_\_\_\_ POs Required? Yes  No

**PRINCIPAL(s)/OFFICER(s)**

Name (s)	Title	% Ownership	Home Address

**AFFILIATED CORPORATION INFORMATION**

List affiliated corporations: \_\_\_\_\_

**BUSINESS INFORMATION**

Year Business Started: \_\_\_\_\_ Year Present Owner started (if different): \_\_\_\_\_

Type of Business: \_\_\_\_\_

Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Other: \_\_\_\_\_

**AFD Petroleum Ltd. Credit Application**

**BANK REFERENCE**

Bank Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Bank Account #: \_\_\_\_\_

**TRADE REFERENCES** (List names, address, and fax number of 4 established trade references)

1) \_\_\_\_\_ Address: \_\_\_\_\_ Fax: \_\_\_\_\_

2) \_\_\_\_\_ Address: \_\_\_\_\_ Fax: \_\_\_\_\_

3) \_\_\_\_\_ Address: \_\_\_\_\_ Fax: \_\_\_\_\_

4) \_\_\_\_\_ Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Any personal or business assets under seizure?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Any judgments in progress or filed by creditors?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Any of applicants, principals, or affiliates insolvent/bankrupt?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Any of the applicants, principals, or affiliates in material default?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**OTHER INFORMATION**

List any additional, relevant information regarding the applicant or its principals:

\_\_\_\_\_

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/WE 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 PROPERTY 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/WE HAVE READ AND AGREE TO THE ADDITIONAL TERMS AND CONDITIONS OF CREDIT ATTACHED TO THIS AGREEMENT, AND AS SUCH, THAT THE COMPANY AND I AS ITS SIGNING INDIVIDUAL REPRESENTATIVE (COLLECTIVELY THE APPLICANT) SHALL BE JOINTLY AND SEVERALLY LIABLE AS CO-CUSTOMERS AND CO-PURCHASERS, AND I/ WE AGREE TO BE RESPONSIBLE FOR ANY DEBTS INCURRED WITH AFD WHETHER OR NOT THE INVOICE OR PURCHASE ORDER IS MADE OUT SOLELY TO THE COMPANY.

_____ DATE	_____ SIGNATURE	_____ NAME (print)	_____ TITLE
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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. We suggest you print a second copy for your records.

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

For Office Use: Credit Limit \$ \_\_\_\_\_ Customer Sector:

WLCC    AFCO    COCC    VPCC    PRFCP    DAWSON    WHITEHORSE

## 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 Terms and conditions (Check Box)  Yes