



COMMERCIAL CREDIT APPLICATION

Application Information

Application for: Bulk purchases _____ Lubricant purchases _____ Cardlock services _____

Amount of credit required (monthly): \$ _____

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.



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Accounts Payable Information

Email address for invoices:

Attention (name and title):

Phone ----- Ext _____ Email:

Purchasing Information

Purchaser Contact: Phone # ----- Ext _____

Email: POs 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 780-438-5930 or at ar@afdpetroleum.com to request the authorization form.

Bank References

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

Trade References

Company Name	Contact Name	Phone #	Email



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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 AFD Petroleum Ltd. (hereinafter "AFD"), 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 AFD 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 AFD's requirements, in order that AFD can properly receive, store, deliver and 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 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 AFD for any debts incurred with AFD (whether or not the invoice or purchase order is made out solely to the business entity), and for all losses, costs or damages which AFD 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 AFD, its contractors, employees or those for whom it is responsible.

Signature

Date

Name (Please Print)

Title

Please initial on the bottom on page 5 of this application indicating agreement with the additional terms and conditions of credit.



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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 or 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 other reversed payments will be subject to a \$30 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 liter, 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, labor disturbance, inaccessible roads, shortage of fuel or any other cause reasonably beyond AFD control, nor shall AFD 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 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.

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8. Applicant must contact the proper municipal authority prior to installation and usage of new or existing equipment supplied, filled or otherwise utilized by AFD, including obtaining or updating permits may be required. AFD 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 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 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.
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. AFD 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**