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COMMERCIAL PETROLEUM PRODUCTS CREDIT APPLICATION AND SUPPLY AGREEMENT

Date (DD/MM/YYYY):

Closest Branch:

SUBMIT THIS FORM BY EMAIL TO:

CreditAlert@Sunoco.com

Current Supplier:

Applicant's Information									
Applicant's Registered/Legal Company Name									
Applicant's Operating Name/Trade Name/Doing Business As Name (If Different From Above)									
Applicant's GST#			Applicant's HST#			Applicant's PST#			
Applicant is a		Corporation		Partnership		Sole Proprietorship		Other	
Date Applicant was established / registered / incorporated (DD/MM/YYYY)				Applicant is a division of/affiliated with/controlled by					
Nature of the Applicant's business						Years Applicant has been operating under current ownership			
Applicant's Billing Address (Street Address or PO Box)				City/Town		Province		Postal Code	
Applicant's Delivery Address (if different from above)				City/Town		Province		Postal Code	
Business Phone		Cell Phone		Fax		E-mail Address (Required for eBilling purposes)			
Applicant's Fiscal Year End Date (DD/MM/YYYY)				Financial Statements to be provided? Yes No					
Applicant's Accounts Payable Contact Name				Applicant's Accounts Payable Contact Telephone #					
Applicant's Partners/Principals/Officers									
Full Name of Partner/Principal/Officer			Phone Number		Position Held		Date of Birth (DD/MM/YYYY)		SIN (optional)
1.									
2.									
3.									
Applicant's Credit References (must provide three references)									
Company Name			Contact Name			Telephone Number			
1.									
2.									
3.									
Applicant's Bank Information									
Bank		Address					Branch #		
Account #		Contact Person Name					Contact Person Telephone #		
Applicant's Petroleum Products Account Information									
Does Applicant have an existing petroleum account with Parkland or any of its brands (e.g. Bluewave Energy, Island Petroleum, Columbia Fuels)?					Yes No		If yes, account number		
Type of Account (check appropriate boxes)		Auto/Direct Delivery		Will Call		Customer Pick-Up		Cardlock Onsite Refuelling	
Required Petroleum Products (check appropriate boxes)		Diesel		Marked Diesel		Gas		Bio Diesel	
		Heating Oil		Lubricants		Marine		Aviation Other	
Required Cardlock Products		Diesel		Marked Diesel		Gas		Marked Gas	
								Number of Cards Required by Applicant	
Onsite Refuelling Service Information		Number of Trucks		Service Start Date (DD/MM/YYYY)		Additional Equipment			
Petroleum Type		USLD		Marked Diesel		Other		Scheduling One-time Weekly Other # of Days	
Estimated Annual Purchases Expected (\$)			Estimated Annual Litres Expected			Branch Location			
Tax Exemptions (Applicant must provide copies of Tax Exemption Certificates prior to receiving exemption from Supplier):			Native Status		Off Road		Commercial Fishing		Other #
Account Requirements									
Credit Limit Requested (\$)			Purchase Orders Required?			Yes No		Statement Required? Yes No	
Other Specific Instructions									
PLEASE REVIEW THE FULL AGREEMENT THEN SIGN AND DATE THE LAST PAGE OF THIS APPLICATION IN ORDER FOR YOUR CREDIT APPLICATION TO BE PROCESSED									

COMMERCIAL PETROLEUM PRODUCTS APPLICATION FOR CREDIT AND SUPPLY AGREEMENT - TERMS AND CONDITIONS

NOTE: AT THE DISCRETION OF PARKLAND CORPORATION TO BETTER ADDRESS CERTAIN SUPPLY OR OPERATIONAL ARRANGEMENTS, THE FOLLOWING TERMS AND CONDITIONS MAY BE SUPERSEDED BY AN ALTERNATIVE AGREEMENT, TO BE EXECUTED PRIOR TO THE SUPPLY OF ANY PETROLEUM PRODUCTS

CREDIT REPORT: The Applicant hereby expressly consents to Parkland Corporation, together with its affiliates, successors and assigns, (the "Supplier") obtaining a third party credit report and bank references on the Applicant. The Applicant acknowledges that the standing of the Applicant's account with the Supplier may be reported to a credit bureau from time to time.

ACCURACY OF INFORMATION: The Applicant represents and warrants to the Supplier that all of the information contained on page one of this Agreement is complete and correct and agrees to advise the Supplier immediately of any change to any of such information.

PRODUCTS: The Applicant agrees to purchase and receive from the Supplier, and the Supplier agrees to sell and deliver to the Applicant, subject to satisfactory credit approval and the terms and conditions contained herein, petroleum products and related services as indicated on page one of this Agreement (collectively, the "Petroleum Products") at the delivery address indicated on page one of this Agreement. The Applicant agrees to use the Petroleum Products in a safe manner and in accordance with all applicable laws and any information provided by the Supplier.

NO OBLIGATION: The Applicant hereby agrees that nothing herein shall bind or compel the Supplier to advance or re-advance credit to the Applicant. The Supplier shall determine, in its sole discretion based on a review of the application contained in this Agreement, whether to grant credit to the Applicant and on what terms. The Applicant shall be responsible for all credit it receives from the Supplier whether or not such credit exceeds authorized credit limits or payment terms established by the Supplier.

TERM: Subject to the early termination rights set out herein, this Agreement shall commence on the date written on page one of this Agreement, and shall continue thereafter until terminated by either party hereto on thirty (30) calendar days prior written notice.

PRICE: The Applicant shall pay the Supplier's price in effect on the date of and at the place of delivery of the Petroleum Products. The Applicant may contact its local Supplier branch for more information regarding pricing of Petroleum Products.

OWNERSHIP OF PROPERTY: The Applicant shall promptly notify the Supplier, in writing, of any changes in ownership or tenancy of the property located at the delivery address indicated on page one of this Agreement and failing such notification, the Applicant shall be responsible for payment for all Petroleum Products deliveries made to the property.

PAYMENT:

- a. The Applicant agrees to pay the Supplier for the Petroleum Products in accordance with the credit terms established by the Supplier based on a review of the application contained in this Agreement. The Supplier may require the Applicant to provide security prior to the Supplier supplying Petroleum Products to the Applicant.
- b. IF THE APPLICANT IS A COMPANY, CORPORATION OR SIMILAR BUSINESS ENTITY, THE AUTHORIZED REPRESENTATIVE EXECUTING THIS AGREEMENT ON BEHALF OF THE APPLICANT AGREES TO BE PERSONALLY LIABLE TO THE SUPPLIER FOR ANY APPLICANT AMOUNTS OUTSTANDING AND UNPAID TO THE SUPPLIER.
- c. Payment terms shall be Net Thirty (30) days from date of invoice unless otherwise notified in writing by the Supplier or the Supplier accepts, in writing, a request made by the Applicant, in writing, for an alternate method of payment. Applicant accounts that are thirty (30) days past due will accrue interest at a compounded rate of 2% per month (i.e. 26.82% effective interest rate per annum) on such outstanding balance from the date that such amounts become due until the date that such amounts are paid in full. The Supplier may accept late payments, partial payments, or any payment marked as being payment in full or as being settlement of any dispute, without losing any of its contractual or legal rights. The Supplier's acceptance of such payment does not mean it accepts to change this Agreement in any way.
- d. If the Applicant's account becomes overdue or the Applicant otherwise defaults under the terms of this Agreement, the Supplier may: (i) suspend the credit privileges extended hereunder and/or deliveries of Petroleum Products; and (ii) terminate this Agreement without notice and, in each case, the Applicant shall have no claim against the Supplier for any reason and the Supplier shall not be deemed in default of its obligations under this Agreement. In the event of a termination of the account, the Applicant also agrees to permit the Supplier access to and egress from the Applicant's property for the purposes of removing any equipment owned by the Supplier, and the Applicant agrees that they shall be responsible for all equipment removal charges in effect at the time of such removal.
- e. To the extent permitted by applicable law, a fee of a minimum of \$75 shall be assessed by the Supplier against the Applicant, per occurrence, for any payment made by the Applicant and returned by a bank for insufficient funds or that is dishonoured or declined by the Applicant's bank.
- f. The Applicant agrees to pay all costs and expenses incurred by Supplier in the collection of any past due account in connection with this Agreement, including legal fees on a solicitor-and-client basis. The minimum fee for such collection shall be deemed to be 25% of the unpaid balance. The Supplier retains title and is granted a purchase money security interest for security purposes only, to all goods until paid in full by the Applicant, and the Supplier may, at its option, repossess the same in the event the Applicant defaults in payment hereunder and charge the Applicant for any deficiency.
- g. If an error is discovered in an invoice delivered by the Supplier to the Applicant for the delivery of Petroleum Products then the Supplier will issue a corrected invoice and: (i) in the event that the amounts due under the corrected invoice exceed the amounts paid by the Applicant, the Applicant shall promptly pay the difference to the Supplier; or (ii) in the event that the amounts paid by the Applicant exceed the amounts due under the corrected invoice, the Supplier shall credit such overpaid amount to the Applicant on the next invoice for Petroleum Products issued by the Supplier.

DELIVERY:

- a. The Applicant hereby authorizes the Supplier to enter onto the property at the delivery address indicated on page one of this Agreement for the purpose of inspecting the premises and/or delivering Petroleum Products or repairing or replacing any Supplier-owned equipment pursuant to this Agreement.
- b. All new delivery locations shall be inspected by a representative of the Supplier prior to the first delivery of the Petroleum Products to such new delivery location. THE SUPPLIER RESERVES THE RIGHT TO DECLINE DELIVERY OF PETROLEUM PRODUCTS TO A LOCATION THAT DOES NOT, IN THE SOLE DISCRETION OF THE SUPPLIER'S REPRESENTATIVE, CONTAIN A PETROLEUM PRODUCTS STORAGE SYSTEM THAT MEETS OR EXCEEDS ALL CURRENTLY APPLICABLE INDUSTRY STANDARDS.
- c. Subject to the terms hereof, the Supplier shall deliver the Petroleum Products to the Applicant on: (i) an automatic delivery basis; (ii) a "customer-will-call" basis or (iii) a customer pick-up/cardlock basis, as indicated by the Applicant on page one of this Agreement. Title to, property and ownership in, and risk of loss with respect to the Petroleum Products shall pass to the Applicant as the Petroleum Products pass the unloading fitting of the Supplier's delivery mechanism or when packaged Petroleum Products (e.g. lubricants) are removed from the Supplier's delivery vehicle and delivered to the Applicant, or, if picked up by the Applicant, when removed from the Supplier's warehouse and loaded into the Applicant's vehicle.
 - i. **Automatic Delivery:** If the Applicant chooses automatic delivery, the Supplier shall deliver the packaged Petroleum Products (e.g. lubricants) as agreed between the Supplier and the Applicant or fill the Applicant's Petroleum Products tank on a regular, scheduled basis, without prior request by the Applicant. The Supplier will schedule automatic delivery on the basis of outside temperature and annual heating Petroleum Products consumption, the latter of which shall be determined by the Supplier based on the information provided by the Applicant on page one of this Agreement. The Applicant must maintain a consistent Petroleum Product consumption pattern for the Supplier to effectively schedule automatic delivery. The Applicant acknowledges that the scheduling of automatic delivery is not a guarantee of delivery of Petroleum Products. The Applicant acknowledges that numerous variables beyond the Supplier's control impact the consumption of Petroleum Products by the Applicant, including but not limited to, inaccurate annual Petroleum Products consumption information contained on page one of this Agreement, heating equipment or storage tank changes, malfunctioning equipment, property renovations, short or long term lifestyle changes, or use of any additional or alternate energy heat source other than the Petroleum Products.
 - ii. **Customer-Will-Call:** If the Applicant chooses customer-will-call, the Supplier shall fill the Applicant's Petroleum Products tank upon the Applicant's request, provided that such request is made in accordance with the Supplier's minimum notice requirements which are available from the Supplier. In the event that the Applicant requires: (i) delivery of Petroleum Products outside of regular working hours, including weekends and statutory holidays; (ii) delivery of Petroleum Products upon less than the Supplier's minimum notice requirements; or (iii) delivery of Petroleum Products in less than the specified minimum delivery volume as determined by the Supplier from time to time, an additional delivery charge, as determined by the Supplier, may be charged by the Supplier. Such delivery charge and minimum volume will be subject to change from time to time without notice.
 - iii. **Customer Pick-Up/Cardlock:** If the Applicant chooses Customer Pick-Up or Cardlock, then the Applicant will be required to execute an alternative agreement.

LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE SUPPLIER, ITS ASSOCIATES, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR: (I) ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER, (INCLUDING ANY DAMAGES FOR LOSS OF PROFITS, AND LOSS OF BUSINESS OPPORTUNITY) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE; OR (II) ANY FAILURE TO DELIVER THE PETROLEUM PRODUCTS HEREUNDER DUE TO ANY CAUSE BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO AN ACT OF GOD, STRIKE, FLOOD, FIRE, EMBARGO, EARTHQUAKE, INSURRECTION, UNAVOIDABLE ACCIDENT, SHORTAGE OF LABOR OR PETROLEUM PRODUCTS SUPPLY OR MATERIAL, ROADWAY CLOSURES, GOVERNMENT DECREE, OR WHENEVER THE AGREEMENT BECOMES IMPOSSIBLE TO PERFORM, INCLUDING SHORTAGES OF PETROLEUM PRODUCTS FROM THE SUPPLIER'S SUPPLIERS, OR DUE TO EXTREME WEATHER CONDITIONS AND ROAD CLOSURES AND IN THE CASE OF THE APPLICANT OPTING FOR AUTOMATIC DELIVERY, INCONSISTENT PETROLEUM PRODUCTS CONSUMPTION PATTERNS FOR WHATEVER REASON. IN THE EVENT OF A PETROLEUM PRODUCTS SHORTAGE, THE SUPPLIER RESERVES THE RIGHT TO ALLOCATE SUPPLY AS IT SEES FIT AMONG THE APPLICANT, ITS OTHER CUSTOMERS, ITSELF, ITS AFFILIATES AND ITS AUTHORIZED AGENTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SUPPLIER ALSO EXPRESSLY NEGATES AND DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY OR IN CONNECTION WITH THE FOLLOWING:

- a. **EQUIPMENT:** FOR CLARITY, UNLESS THE APPLICANT IS LEASING ITS HEATING SYSTEM AND/OR RELATED EQUIPMENT, SUCH AS A FURNACE OR PETROLEUM PRODUCTS STORAGE TANK, FROM THE SUPPLIER (IN WHICH CASE THE TERMS OF THE EQUIPMENT RENTAL/LEASE AGREEMENT WILL SUPERSEDE THIS AGREEMENT) THE SUPPLIER SHALL NOT BE LIABLE FOR ANY MALFUNCTIONS OF THE APPLICANT'S HEATING SYSTEM AND/OR RELATED EQUIPMENT OR INJURY OR DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY ANY PETROLEUM PRODUCTS EQUIPMENT INSTALLED AT APPLICANT'S PREMISES, OR FROM ANY CHANGES IN THE APPLICANT'S PETROLEUM PRODUCTS EQUIPMENT, INCLUDING ANY PETROLEUM PRODUCTS STORAGE TANKS. FURTHER, UNLESS THE APPLICANT IS LEASING ITS HEATING SYSTEM AND/OR RELATED EQUIPMENT FROM THE SUPPLIER, THE APPLICANT ACCEPTS ALL RESPONSIBILITY AND LIABILITY FOR THE CONDITION OF ANY PETROLEUM PRODUCTS STORAGE TANK AND ASSOCIATED PIPING AND MAINTENANCE THEREOF, AND FOR ANY LOSS OR DAMAGE RESULTING FROM LEAKAGE OR FAILURE OF SAID TANK OR PIPING AT THE APPLICANT'S PREMISES. ANY DAMAGE TO PROPERTY OR GOODS STORED IN THE VICINITY OF A PETROLEUM PRODUCTS STORAGE TANK, BOILER OR FURNACE WILL NOT BE THE RESPONSIBILITY OF THE SUPPLIER;
- b. **PETROLEUM PRODUCTS RUN-OUT:** FOR CLARITY, THE SUPPLIER SHALL NOT BE LIABLE IF THE APPLICANT HAS REQUESTED AUTOMATIC DELIVERY AND FAILS TO NOTIFY THE SUPPLIER IMMEDIATELY OF ANY CHANGES THAT COULD IMPACT THE APPLICANT'S PETROLEUM PRODUCTS CONSUMPTION, INCLUDING BUT NOT LIMITED TO, HEATING EQUIPMENT OR STORAGE TANK CHANGES, MALFUNCTIONING EQUIPMENT, PROPERTY RENOVATIONS, SHORT OR LONG TERM LIFESTYLE CHANGES OR USE OF ANY ADDITIONAL OR ALTERNATE ENERGY SOURCE OTHER THAN THE PETROLEUM PRODUCTS;
- c. **PREMISES:** FOR CLARITY, THE SUPPLIER SHALL NOT BE LIABLE FOR INJURY OR DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY A LACK OF HEAT, INCLUDING TO WATER PIPES, STORAGE TANKS AND/OR ASSOCIATED PIPING, REGARDLESS OF DELIVERY STATUS. THE APPLICANT IS RESPONSIBLE FOR ENSURING THAT THE APPLICANT'S HEATING SYSTEM IS CHECKED DAILY FOR PROPER OPERATION AND SHALL ENSURE THE PROPERTY IS NOT LEFT VACANT OR UNOCCUPIED FOR MORE THAN TWENTY FOUR (24) HOURS. THE APPLICANT SHALL BE LIABLE FOR ANY COSTS OR DAMAGES TO ITSELF OR TO THE SUPPLIER DUE TO THE APPLICANT'S FAILURE TO KEEP ACCESS TO THE PETROLEUM PRODUCTS' STORAGE TANK FILL PIPE EASY AND SAFE FOR THE SUPPLIER'S DELIVERY REPRESENTATIVES, AND SUPPLIER WILL ALSO NOT BE LIABLE FOR DAMAGE TO APPLICANT'S DRIVEWAY OR PROPERTY UNLESS SUCH DAMAGE IS DUE TO SUPPLIER'S GROSS NEGLIGENCE; OR
- d. **PETROLEUM PRODUCTS STORAGE:** FOR CLARITY, THE SUPPLIER IS NOT LIABLE FOR CHANGES TO PETROLEUM PRODUCTS RESULTING FROM OUTDOOR STORAGE IN COLD TEMPERATURES BY THE APPLICANT.

NOTICE: Correspondence to the Supplier shall be made to: Parkland Corporation, Credit Department, 1800, 240-4 Ave SW, Calgary, Alberta T2P 4H4 Attention: Commercial Credit Representative. The Supplier may provide notices to the Applicant by phone, fax, email or mail to the Applicant's telephone or fax numbers, email or address as set out on the first page of this Agreement. In all cases, written notice will be deemed to be delivered by each party hereto as of the postmark date of mailing or as of the date and time attached to an electronic mail notice that is not automatically returned as undeliverable.

AMENDMENTS: The Supplier reserves the right to amend the terms and conditions of this Agreement from time to time in its sole discretion.
ASSIGNMENT: The Supplier reserves the right to assign this Agreement without the prior consent of the Applicant and without providing prior notice to the Applicant of such intent to assign. This Agreement is not assignable by the Applicant without the express written permission of the Supplier.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

SURVIVAL: All representations and warranties and all indemnity provisions contained in this Agreement shall survive the termination of this Agreement.
GOVERNING LAW: This Agreement shall be governed by, and construed and enforced in accordance with the laws applicable in the jurisdiction in which the Petroleum Products are delivered, and the laws of Canada applicable therein. The parties hereto irrevocably submit and attorn to the exclusive jurisdiction of the courts of the jurisdiction in which the Petroleum Products are delivered for all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby.

JUDGEMENT: To the extent permitted by applicable law, the taking of a judgement or judgements for payment of the account or performance of the obligations herein shall not operate as a merger or affect the right to service charges at the rate and times aforesaid on any monies owing, and that such judgments shall provide that interest thereon shall be calculated at the same rate and in the same manner as hereto provided until the said judgment has been fully paid and satisfied.

WAIVER: No failure or delay of the Supplier to exercise any right given to it hereunder, or to insist on strict compliance with any provision hereunder, shall constitute a waiver of such provision or of any other provision hereof, or a waiver of any breach, and no waiver of any provision or breach of any provision shall constitute a waiver of any other provision or breach or of any subsequent breach of the same provision. No waiver shall be effective unless in writing and signed by the Supplier.

MAXIMUM INTEREST: No interest or fee to be paid hereunder shall be paid at a rate exceeding the maximum rate permitted by applicable law. In the event any such interest or fee exceeds such maximum rate, such interest or fee shall be reduced or refunded, as the case may be, so as to be payable at the highest rate recoverable under applicable law.

SEVERABILITY: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

LANGUAGE: The parties hereto confirm that it is their express intent that this Agreement be drawn up in English only. Les parties aux présentes confirment leur volonté expresse que la présente convention soit rédigée en anglais seulement.

The Applicant acknowledges that it has read and understood the terms and conditions contained herein and agrees to be bound by them.
I am the Applicant named herein or an authorized representative of the Applicant named herein.

Applicant Signature:	Print Name and Title (Applicant):	Date (YYYY/MM/DD):	Last 4 digits of Driver's License Master #:
Witness Signature:	Print Name (Witness):	Date (YYYY/MM/DD):	

Privacy Notice and Consent Under Canada's Anti-Spam Legislation

By submitting this application, the Applicant confirms that it consents, or if the Applicant is a business, that the principal(s) and/or partner(s) of the Applicant consent, to the Supplier obtaining and using the credit and/or personal information of the Applicant, or any principals or partners of the Applicant, as may be required from time to time in connection with the credit applied for herein, or any renewal or extension thereof, and to the Supplier disclosing any such credit and/or personal information to any credit reporting agency, debt collection agency or to any commercial bank or other financial institution with whom the Applicant has financial relations in furtherance of the credit applied for herein. The Applicant also explicitly consents to the Supplier using and disclosing Applicant's information in connection with the promotion of Supplier's other products and services via electronic communication or other means. The Supplier shall not sell the Applicant's information without the Applicant's prior written consent. The Applicant's information will be held at the Supplier's credit department, at the following address: 1800, 240-4 Ave SW, Calgary, Alberta T2P 4H4, and will be accessible only to employees of the Supplier. The Applicant may consult the Applicant's information held by the Supplier and, if applicable, cause same to be rectified. For further information on the Supplier's Privacy Policy or to withdraw its consent pursuant to this paragraph, the Applicant may contact the Supplier's Privacy Officer via www.parkland.ca or call the Supplier at 1-800-662-7177 or if the Applicant requires a copy of the Supplier's Privacy Policy, it may forward the request in writing to the Supplier to the attention of the Supplier's Privacy Officer at the address indicated above.