

Commercial Fuels Credit Application

1200 – 1050 West Pender Street
Vancouver, BC Canada V6E 3T4
T (604) 668-5386 or 1-800-331-7353
F (604) 668-5656
E Commercial.Credit@parkland.ca



COMPANY INFORMATION									
Legal Business Name				<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Company <input type="checkbox"/> Other _____			Year business established		
Business affiliated with / Controlled by				Year present ownership started			If in business under 2 years, please fill out and send the Personal Guarantee Form on page 5 below		
Name of Principal (If Sole Proprietorship)				Nature of Business					
Billing Address				Email Address					
				Business Phone Number			Business Fax Number		
City	Province	Postal Code	Cellular Phone Number						
Parkland Refining (B.C.) Ltd. offers online access to manage cards, view transactions and receive pricing online. Enter email below and appropriate access instructions will be sent.									
Name		Email		Job Title		Check all that apply			
Fleet / Operations Manager (required)						<input type="checkbox"/> Price Notification <input type="checkbox"/> Card Management <input type="checkbox"/> Invoice/Statement			
Accounts Payable						<input type="checkbox"/> Price Notification <input type="checkbox"/> Card Management <input type="checkbox"/> Invoice/Statement			
Other Recipient						<input type="checkbox"/> Price Notification <input type="checkbox"/> Card Management <input type="checkbox"/> Invoice/Statement			
FULL NAMES AND ADDRESSES OF PRINCIPALS, PARTNERS OR COMPANY OFFICERS ONLY TO BE COMPLETED IF SOLE PROPRIETOR, PARTNERSHIP OR IN OPERATION FOR LESS THAN TWO YEARS									
Name				Position/Occupation		Date of Birth DD MM YY		Social Insurance #	
Address		City	Postal Code	Home Phone		Spouse's Name		<input type="checkbox"/> OWN HOME <input type="checkbox"/> RENT HOME	
Name				Position/Occupation		Date of Birth DD MM YY		Social Insurance #	
Address		City	Postal Code	Home Phone		Spouse's Name		<input type="checkbox"/> OWN HOME <input type="checkbox"/> RENT HOME	
ASSETS - Land & Buildings	MARKET VALUE		MORTGAGE		MORTGAGE HOLDER NAME & ADDRESS				
CREDIT INFORMATION									
Name			Address / Location			Account Number		Telephone #	
Current Fuel Supplier									
Main Bank									
Other Trade References									
Other Parkland Account Number				Financial Statements are available for 20_____.			Financial Statements attached <input type="checkbox"/> YES <input type="checkbox"/> NO		
PURCHASING INFORMATION									
Estimated Monthly Diesel Purchases <input type="checkbox"/> _____ Litres / <input type="checkbox"/> _____ Dollars			Estimated Monthly Gas Purchases <input type="checkbox"/> _____ Litres / <input type="checkbox"/> _____ Dollars			Desired Line of Credit \$ _____			
Delivery Location / Address									

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AGREEMENT

The undersigned understands Parkland Refining (B.C.) Ltd. ("Parkland") intends to rely on all information presented in this agreement, or requested separately, in determining the undersigned's creditworthiness. The undersigned authorizes Parkland and any of Parkland's affiliates, subsidiaries, or service providers to contact bank, trade references and credit reporting agencies to obtain and verify credit information, and to disclose the undersigned's financial information, which may include personal information, to other credit grantors, reporting and collection agencies, affiliated companies, financial institutions, card embossers and electronic bill presentment service providers. This may involve the transfer of information (including personal information) to locations outside of Canada. If any portion of this form is incomplete, it may impact Parkland's ability to determine the undersigned's creditworthiness and/or to provide credit to the undersigned. The undersigned has the option to not provide Parkland with requested information. However, a refusal to provide requested information may negatively impact the ability of Parkland to determine undersigned's creditworthiness and/or to provide credit.

The undersigned agrees to abide by Parkland's credit terms, which may be changed from time to time, and understands that a late payment charge will apply to overdue accounts. The undersigned agrees that it will periodically provide to Parkland that financial information or security deemed necessary by Parkland to support any credit extension. If during the life of any agreement with Parkland the undersigned's financial capacity becomes impaired or unsatisfactory to Parkland, in the sole judgment of Parkland, advance cash payment or security satisfactory to Parkland will be given by the undersigned on demand by Parkland and shipments/deliveries may be withheld until such payment or security is received.

The undersigned acknowledges that the account will be used primarily for business purposes.

Access to Parkland's online systems give the Customer the ability to view and make changes to their account, including changes to the billing address and phone number, order new cards, make changes to existing cards, lock cards, and view and change sensitive PIN information. The Customer is responsible for adhering to the Terms and Conditions contained herein, in addition to adhering to the procedures and requirements of the FleetPro User Manual. Safeguarding sensitive data including PIN information is extremely important and is the responsibility of the Customer. Any misuse of the FleetPro online card management system or failure to comply with these Terms and Conditions and FleetPro User Manual by the Customer or its employees, agents or contractors is the sole responsibility of the Customer.

The Customer agrees to indemnify and hold Parkland and its affiliates and subsidiaries harmless from and against any and all damages, loss or liability of whatsoever kind and nature that arises from the misuse of the FleetPro online card management system or the failure to follow the requirements or procedures contained in these Terms and Conditions and the FleetPro User Manual, whether by the Customer or its employees, agents, contractors or those for whom they are responsible in law.

LOST OR STOLEN CARDS – The Customer is responsible for cancelling lost or stolen cards and is liable for all purchases incurred until the card is cancelled by the Customer. In the event that the Customer cannot access their account online the Customer is responsible for notifying Parkland of the lost/stolen card by calling 604-668-5386 (1-800-331-7353).

Use of the FleetPro online card management system constitutes agreement to and acceptance of these terms and conditions.

Signature of Authorized Signing Officer
Including your name/digital signature evidences your intention to be bound.

Print Name & Title

Date

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BUSINESS PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

Authorization of the Payer to Parkland to Direct Debit a Customer Account

CUSTOMER PAYER FINANCIAL INSTITUTION / ACCOUNT INFORMATION		
***** PLEASE ATTACH A SAMPLE OF YOUR CHEQUE MARKED "VOID" *****		
Transit (Branch) Number	Financial Institution Number	Account Number
Name of Canadian Financial Institution		Branch Name
Branch Address		
City	Province	Postal Code
<p>Terms & Conditions</p> <p>You authorize Parkland Refining (B.C.) Ltd. and its successors and assigns ("Parkland") to deduct funds from the specified account for the payment of goods or services related to your business activities. The amount of the deductions will be variable and will be reflected in the invoices delivered to you. The deductions from your account will be recurring and the timing of the deductions will be in accordance with the payment terms that have been communicated to you. For example, if payment terms are "net 7 days" your payment will be deducted 7 days from the date of invoice, or the first business day following. You agree that Parkland may obtain your authorization for any sporadic payment either verbally or in writing.</p> <p>You may revoke or change payment instructions related to this agreement at any time by delivering written notice to CommercialFuels@parkland.ca ten business days prior to the next due date of a PAD. Revoking this agreement is related to payment instructions only – it does not change any other contract between Parkland and you, including your obligation to pay for products or services. You may obtain a sample cancellation form, or further information on your right to cancel this agreement, at your financial institution or by visiting www.cdnpay.ca.</p> <p>You agree to waive the 10-day pre-notification requirements normally provided under the rules of the Canadian Payments Association. Instead, in addition to delivering an invoice, Parkland will provide notification of pre-authorized debits one business day prior to debiting your account.</p> <p>Please send any inquiries about this agreement to CommercialFuels@parkland.ca.</p> <p>You warrant that all information about your account is accurate and you will notify Parkland, in writing, of any change in your account information provided in this agreement at least ten (10) days prior to any scheduled debit. In the event of any such change, this agreement will continue in respect of any new account.</p> <p>You warrant and guarantee that all persons whose signatures are required to sign for the account have signed this agreement below.</p> <p>You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.</p>		
NOTIFICATION REPORT TO BE EMAILED TO (SPECIFY EMAIL ADDRESS)		
Name of Payer	Per	Date
	Per	Date
Including your name/digital signature evidences your intention to be bound. Signature(s) of Authorized Signing Officer(s)		

PERSONAL GUARANTEE

TO: PARKLAND REFINING (B.C.) LTD. WHEREAS:

A. Parkland Refining (B.C.) Ltd. ("Parkland") has extended or is about to extend credit to

(Company Name)

(Address)

("Customer"), for the purchase of petroleum products and merchandise ("product") from Parkland, or has delivered product to the Customer for sale on consignment;

B. The undersigned ("Guarantor") is desirous that Parkland continue to extend credit or deliver product to the Customer.

- 1) The Guarantor, in consideration of Parkland dealing with the Customer, guarantees payment to Parkland of:
 - a. all present and any future debts and liabilities due or owing from the Customer to Parkland, and including, but not limited to, debts incurred pursuant to terms of credit cards issued to the Customer; and
 - b. any sums held in trust for Parkland by the Customer; and
 - c. all costs incurred by Parkland in realizing on the indebtedness of the Customer and this Guarantee.
- 2) The Guarantor delivers this Guarantee free of any conditions and acknowledges that no representations affecting its liability have been made to the Guarantor.
- 3) The Guarantor agrees that Parkland may, at any time, without notice to the Guarantor, and without impairing or discharging the liability of the Guarantor under this Guarantee, grant renewals, extensions, indulgences, releases and discharges to the Customer, and may take and return securities to the Customer, and may deal with the Customer and all other persons, including the Guarantor, and with securities, as Parkland may see fit, including refusing the further extension of credit or delivery of product to the Customer, and the liability of the Guarantor hereunder shall not be affected or released by anything whatsoever done by Parkland.
- 4) Any provision of this Guarantee which is determined by a Court to be unenforceable or invalid shall be severed from this Guarantee which shall in all other respects remain unaffected.
- 5) The Guarantor agrees that Parkland shall not be bound to pursue or to exhaust its recourse against the Customer or other persons or securities it holds before being entitled to payment in full from the Guarantor of the obligations guaranteed under this Guarantee.
- 6) The Guarantor may terminate future liabilities under this Guarantee only upon 90 days' written notice to Parkland at 1200 - 1050 West Pender Street, Vancouver, British Columbia, provided that:
 - i. the Guarantor shall remain liable under this Guarantee for such further time as the credit cards previously issued by Parkland to the Customer shall by their terms entitle the person in possession of the credit cards to purchase product on the credit of the Customer;
 - ii. the Guarantor shall remain liable to Parkland for any contingent or future obligations incurred by the Customer in favour of Parkland on or before the expiry of the period of notice, but maturing thereafter.
- 7) The Guarantor agrees that this Guarantee shall ensure to the benefit of Parkland, its successors and assigns, and shall be binding on the Guarantor, its heirs, executors, administrators, successors, and assigns, and, whenever the singular or neuter is used in this Guarantee, it shall be construed to include the masculine, the feminine, the plural or body corporate where the context so requires. This Guarantee shall be governed by the laws of the Province of British Columbia and the Guarantor and Parkland submit to the exclusive jurisdiction of the courts of this Province
- 8) The Guarantor agrees that Parkland may conduct a personal credit search of Guarantor, at any time while this Guarantee is in effect, without notice to Guarantor.
- 9) **By signing this Guarantee, Guarantor acknowledges that Guarantor has read and understood this Guarantee fully and agrees to be bound by all of its terms and conditions.**

WITNESS the hand of the undersigned, at _____ (city) British Columbia, this _____ day of _____ (month), 20 _____

SIGNATURE OF WITNESS:

Including your name/digital signature evidences your intention to be bound.

SIGNATURE OF GUARANTOR:

Including your name/digital signature evidences your intention to be bound.

(Signature)

(Signature)

(Name)

(Name)

(Address)

(Address)