



**Cardlock Cardholder  
Credit Application & Fuel Purchase Agreement**

Name of Applicant: \_\_\_\_\_ ( "Buyer")  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Province/Territory: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

Name of Employer: \_\_\_\_\_ Phone#: \_\_\_\_\_  
Position: \_\_\_\_\_ How long with company: \_\_\_\_\_

Credit References	Address	Phone #	Fax #

1. Chieftain Energy Limited Partnership ("Seller") operates cardlock fueling facilities (the "Cardlocks"). The Buyer wishes to purchase fuel from the Seller at the Cardlocks and hereby applies for a fuel card. The Buyer and the Seller agree to the sale and purchase of fuel at the Cardlocks on the terms set out in this Cardlock Cardholder Application & Cardlock Fuel Purchase Agreement.
2. If this application is accepted by the Seller, the Buyer confirms that the Buyer accepts all terms and conditions set out below. The Buyer confirms that the Buyer shall be fully responsible for all charges incurred as against the Buyer's cardlock card regardless of whether the charges were incurred without the Buyer's consent or knowledge.
3. Please **circle one** of the following maximum refueling amounts allowed per card for one filling. These amounts are in litres.    100    200    300    500    1000    2000    3000    5000

Estimated Monthly Fuel Volumes: \_\_\_\_\_

4. The Buyer agrees to purchase fuel in such amounts as the Buyer may cause to be dispensed from the Cardlocks. Use of a fuel card issued to the Buyer to dispense fuel deems that fuel to have been dispensed on the Buyer's account.
5. The Buyer owns the fuel immediately upon causing it to be dispensed, and agrees to pay for any such fuel at the price set from time to time by the Seller.
6. The Buyer will pay for all delivered Product within the Credit Limit and Credit Term provided below. Failing such payment, the Buyer agrees to pay 1% per month interest on all overdue amounts, calculated daily from date of invoice to date of payment. The Buyer will be responsible for all costs, including legal fees on a solicitor-client basis, incurred in collecting any overdue payment. Any payment received will be applied to the oldest outstanding invoice(s) on the account.
7. The Buyer agrees that the metered amounts shown in the records of the Seller are correct, except if there are errors or omissions.



8. The Seller will render invoices at regular intervals, to be determined by the Seller.
9. The Seller has the right to deny sales to the Buyer at the discretion of the Seller upon 7 days' notice to the Buyer, or at any time the Buyer is in default of the terms of this Agreement.
10. The Buyer will exercise all due caution when using the Cardlocks, will comply with all instructions on the safe and responsible operation of equipment, and will take care to ensure that no fuel product is spilled at any time by the Buyer or anyone for whom the Buyer is responsible.
11. The Buyer will ensure that any spill or malfunction of any cardlock fueling equipment is reported immediately to the Seller.
12. The Buyer is responsible for all fuel cards issued at the Buyer's request. Lost fuel cards will be charged to the Buyer at \$25 per card, payable on the same terms as for fuel.
13. The Seller will only sell fuel purchased from major refiners, and shall take all proper precautions to ensure the fuel sold is of the finest quality available for the grade.
14. The Seller cannot guarantee supply, and in the event of shortages beyond the control of the Seller, the Seller will provide the Buyer with as much notice as possible of such shortage.
15. Where Purchase Orders are required by the Buyer, the Buyer will be responsible to ensure that Seller has been given all necessary information to process invoices.
16. The Buyer requests the following:

PO # (if Required)	
	Product(s) Required (Please ✓)
Regular Unleaded	
Clear Diesel	
	Please Specify Below:
# of Cards Required	
PIN # per card (optional)	
UNIT # Per Vehicle (if required)	

Credit Term: **Net 15** shall apply

### **Applicant (Individual or Partnership)**

\_\_\_\_\_  
Authorized Signature of Buyer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### **Chieftain Energy Limited Partnership**

\_\_\_\_\_  
Authorized Signature of Seller

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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