



**Heating Fuel
Application & Fuel Purchase Agreement**

Between: Chieftain Energy Limited Partnership (“Seller”)

And: _____ (Buyer Legal Name)(“Buyer”)

Address: _____

City: _____ Province/Territory: _____ Postal Code: _____

Phone: _____ Fax: _____ Email address: _____

Delivery Address (if different than the mailing address): _____

*(Use back of application to draw map if necessary)
(If multiple delivery addresses, provide a schedule)*

Name of Employer: _____ Phone#: _____

Position: _____ How long with company: _____

Credit References	Address	Phone #	Fax #

The Buyer wishes to purchase heating fuel (the “Product”) from the Seller. The Buyer and Seller agree to the sale and purchase of fuel on the terms set out below.

1. The Buyer agrees to purchase fuel in such amounts as the Buyer may order to be delivered from the Seller to the Buyer’s delivery address.
2. The Buyer owns the fuel immediately upon delivery of fuel into the Buyer’s storage facility/tank and agrees to pay for any such fuel at the price set from time to time by the Seller.
3. 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.
4. The Buyer agrees that the metered amounts shown in the records of the Seller are correct, except if there are errors or omissions.
5. The Seller will render invoices at regular intervals, to be determined by the Seller.
6. The Seller has the right to deny sales to the Buyer at the discretion of the Seller upon seven (7) days’ notice by any means to the Buyer, or at any time that the Buyer is in default of the terms of this Agreement.
7. The Seller will exercise all due caution when delivering fuel to the Buyer. Agents/Employees of the Seller will take care to ensure that no fuel product is spilled at any time when delivering fuel to the Buyer’s storage/tank facility.
8. The Seller will ensure that any spill is reported immediately to the Buyer.



9. 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.
10. This Agreement shall not be assigned by the Buyer without the prior written consent of the Seller.
11. This Agreement shall be governed by the laws of Yukon and the parties irrevocably attorn to the exclusive jurisdiction of the courts of that jurisdiction.
12. This Agreement may be executed electronically and in counterparts, all of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement.
13. The Buyer authorizes the Seller to deliver on an "as needed" (i.e. autofill) basis **(circle one):**
yes / no.

Credit Term: **Net 15** shall apply

Buyer

Chieftain Energy Limited Partnership

Authorized Signature of Buyer

Authorized Signature of Seller

Print Name

Print Name and Title

Date

Date

CREDIT CARD PAYMENT AUTHORIZATION AND DIRECTION

Credit card information (please circle):

Visa

MasterCard

Name of cardholder (as it appears on the card): _____

Card number: _____

Validation Number: _____ Expiry date: _____

CHIEFTAIN ENERGY LIMITED PARTNERSHIP is hereby authorized and directed to pay all invoices and all accounts rendered to the undersigned from the above credit card, and to continue to do so until this authorization and direction is terminated by way of written notice to that effect.

I request that Chieftain Energy Limited Partnership stop using my credit card for payment.

Signature: _____

Date: _____

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