



Terms and Conditions

Effective 3 September 2020

1. Once issued by Chieftain Energy LP ("Chieftain"), the control, security and use of all fuel cards, including those lost, stolen or no longer in use, become the sole responsibility of the Customer.
2. The Customer will exercise caution when using Cardlock services, and will follow all instructions regarding the safe and responsible operation of Cardlock equipment. Chieftain may recover the cost of the environmental cleanup of Cardlock property, and/or replacing or repairing damage to Cardlock equipment from the Customer, where it is determined the Customer did not exercise proper care in using the Cardlock equipment.
3. The Customer will report a fuel spill or malfunction of Cardlock equipment immediately to Chieftain. Chieftain will make the necessary arrangements to contain and clean up the spilled product.
4. The Customer agrees to pay for the amount of fuel dispensed at the price per litre set by Chieftain, including all applicable taxes. Both pricing and taxes may be adjusted periodically at the discretion of Chieftain and/or in accordance with applicable tax legislation.
5. Chieftain will provide the Customer with an invoice, either monthly or semi-monthly, by mail or email. It is the Customer's responsibility to advise Chieftain of any changes to mailing address or email contact information.
6. The Customer is required to pay the balance of each invoice in full on the due date, and according to the agreed to payment terms and payment method.
7. Past due invoices will accrue interest assessed at a compounded rate of 2% per month (i.e. 26.8% per annum) on the outstanding balance, calculated from the due date of the invoice and until all past due amounts are paid in full.
8. Late payment or partial payment of an invoice, or any other payment arrangement to settle an account will only be accepted through an express mutual agreement between Chieftain and the Customer.
9. In the event the Customer disputes an invoice, only the portion that is reasonably contested may be withheld for payment, and the undisputed portion must be paid to Chieftain. Any past due undisputed amounts will be assessed interest per the above. Where applicable, immediate payment is due upon the settlement of a dispute and correction of the invoice.
10. Chieftain will make reasonable attempts to contact the Customer if their account becomes past due. Where no contact is made and/or the Customer fails to make payment arrangements, Chieftain may:
 - a. Alter or restrict the agreed to credit limits, payment terms and/or payment methods extended to the Customer; and/or
 - b. Suspend delivery of services; or
 - c. Permanently terminate the delivery of services.
11. Chieftain will assess a fee of \$30.00, per occurrence, for any payment made by the Customer and returned by a bank for non-sufficient funds or a cheque not cleared by the Customer's bank.
12. Chieftain will recover all costs incurred in the collection of any past due amounts from the Customer, including but not limited to legal and administrative fees.
13. Chieftain regularly monitors the Customer's use of service based on agreed to credit limits. Any addition to and/or increase in services may require an updated application and credit check.

