



**CASTLE FUELS (2008) INC.
CREDIT APPLICATION & AGREEMENT
(Business)**



KAMLOOPS OFFICE

1639 E. Trans Canada Hwy. Kamloops, BC, V2C 3Z5
PHONE: 250-372-5035 FAX: 250-372-1383

CRANBROOK OFFICE

1814 Theatre Road, Cranbrook, BC V1C 7G1
PHONE: 250-426-6669 FAX: 250-426-4064

APPLICANT (please complete in full):

Check (✓) one: Sole Proprietor Partnership Incorporated Company*

Business Name: _____ GST #: _____

Address: _____ City: _____ Postal Code: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____ Email Account Statements/Invoices? Yes No

BUSINESS INFORMATION:

Contact name: _____ Phone: _____

How long in business? _____ years

Trade References: 1. _____ Phone: _____

2. _____ Phone: _____

BANK INFORMATION:

Bank Name: _____ Contact Name: _____

Branch Address: _____

ESTIMATED FUEL & LUBRICANT REQUIREMENTS:

<input type="checkbox"/> Gasoline _____ litres per month or \$ _____ per month	Colored Fuel required? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Diesel _____ litres per month or \$ _____ per month	Lubricants required? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Furnace Oil _____ litres per month or \$ _____ per month	# of Fuel Cards requested: _____

FOR THE PURPOSES OF OBTAINING CREDIT FOR THE PURCHASE OF PETROLEUM AND/OR OTHER PRODUCTS OFFERED BY CASTLE FUELS (2008) INC. ("CASTLE FUELS"), THE UNDERSIGNED ACKNOWLEDGES AND AGREES AS FOLLOWS:

1. CASTLE FUELS may now, or at anytime in the future, conduct or cause to be conducted a credit investigation of the applicant and/or guarantor and the applicant and/or guarantor consents to the disclosure of all information in connection with such investigation; and
2. to accept and be bound by the "TERMS AND CONDITIONS" detailed on page 2 of this agreement.

DATE OF APPLICATION (mm/dd/yy): _____ / _____ / 20_____.

APPLICANT:	GUARANTOR(S):
X	X
Signature	Guarantor Signature
Print Name: _____	Print Name: _____
Title: _____	Address: _____
	PC: _____
	Phone Number: _____

*Please provide copy of: -certificate of incorporation, register of directors and register of shareholders
-latest financial statement

TERMS AND CONDITIONS

-Please Read Carefully-

1. **INTRODUCTION.** This agreement covers a credit account in your favour (the "Account") established by CASTLE FUELS exclusively for the purchase of products and goods sold by CASTLE FUELS. In this agreement the words "you," "your," "yours," "applicant," and "borrowers" mean any person who signs the application for this Account as well as any joint obligor, guarantor, authorized user, or the person whose name is embossed on a Card. The words "we," "us," "our," and "Lender" means CASTLE FUELS. The word "Card" means any one or more Cardlock cards issued under this Account.
2. **CREDIT LINE.** If your application is approved by us, this agreement will constitute a revolving line of credit for an amount which will be the credit line under your Account. We will advise you of the amount of your credit line. That amount will be the maximum amount you may have outstanding at any one time. If you temporarily exceed your credit line, you agree to repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your credit line. We retain the right to increase, decrease, suspend or terminate your credit line at any time for any reason. If you terminate this agreement or if we terminate or suspend your credit privileges, the provisions of this agreement and your liability thereunder will otherwise remain in full force and effect until you have paid us all sums due us under this agreement and returned all Cards.
3. **PROMISE TO PAY.** You promise to pay us all such amounts, plus any interest, which arise from use of the Card or Account by you or any other person, and to be jointly and severally liable with such a person, unless such other person does not have actual, implied, or apparent authority for such use, and you received no benefit from the use.
4. **MONTHLY STATEMENTS.** Each month we will send you (and by email if requested) a statement showing purchases, payments, and credits made to your Account during the billing cycle, as well as your "New Balance", including any interest and other charges, and the date when this payment is due. You agree to retain for statement verification copies of transaction slips resulting from each purchase and any other transactions on your Account. Unless you notify us of a billing error as described below, you accept your monthly statement as an accurate statement of your Account.
5. **INTEREST.** Interest will be charged at a rate of **2.0% per month compounded monthly** which is equivalent to **26.82% per annum** to be imposed on purchases included in the New Balance when the entire new balance is not paid in full within **30 days** after the closing date of the billing cycle. Payment before the end of this 30 day "grace period" allows you to avoid interest on purchases for a billing cycle. If you do not pay within the grace period, interest will accrue from the date of purchase.
6. **CONDITIONS OF CARD USE (CARDLOCK CUSTOMERS).** The use of your Card and Account are subject to the following conditions: (a) **Ownership Of Cards.** Cardlock cards remain the property of CASTLE FUELS and may be repossessed or deactivated by CASTLE FUELS at any time without notice. You cannot transfer your Card or Account to another person. You may not use the Card for any illegal or unlawful transaction; (b) **Personal Identification Number.** We will issue you a Personal Identification Number (PIN) for use with your Card at cardlock filling sites. This number is issued to you for security purposes and should not be disclosed to third parties. You are responsible for safekeeping your PIN; (c) **Lost Card or Unauthorized Use of Account.** You must advise us at once if you believe your Card is lost or there is unauthorized activity.
7. **DELIVERIES.** To the extent we are delivering products and goods to your place of business you agree to grant us all necessary access rights. You further acknowledge that those products and goods may be delivered during non-business hours and you agree to pay for same notwithstanding the lack of a signed receipt.
8. **SECURITY.** As general and continuing security for payment of your Account and performance of your obligations under this agreement you grant to us a security interest in all of your present and after acquired personal property, including a Purchase Money Security Interest under the BC *Personal Property Security Act* in any goods or products purchased on the Account (collectively, the "Security"). You acknowledge receipt of a copy of this agreement and waive all rights to receive from us a copy of any financing statement, financing change statement, or verification statement filed at any time at the BC Personal Property Registry in respect of this agreement. You also agree to grant us such further security as we may request from time to time.
9. **DEFAULT.** You will be in default under this agreement if any of the following occur: (a) you become insolvent, bankrupt, you die or, in the case of a partnership or incorporated company, the business affairs of the partnership or incorporated company are dissolved or wound-up; (b) you violate any part of this agreement, or any other agreement with us; or (c) if we reasonably deem ourselves insecure on your credit line. Upon default we may declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any legal fees, court and/or collection costs incurred by us. We may also enforce the Security. We can delay or waive enforcing any right under this agreement without losing that right or any other right.
10. **GUARANTEE.** If you have signed this agreement as a guarantor, in consideration of CASTLE FUELS offering credit to the applicant you irrevocably and jointly and severally guarantee the due and punctual payment and performance of all debts, liabilities and obligations of the applicant to CASTLE FUELS pursuant to this agreement.
11. **GOVERNING LAW.** This agreement constitutes the entire agreement between you and us and will not take effect until it is approved by us. This agreement will be governed by the laws of the province of British Columbia.

The completed application can be faxed to 250-372-1383 (Kamloops) or 250-426-4064 (Cranbrook)

For more information, please visit our website at www.castlefuels.ca