

BROWN'S FUELS

JUST CALL US, WE'LL BE THERE

COMMERCIAL CREDIT APPLICATION

240 Toryork Dr., North York, ON M9L 1Y1

| | | | |
|--------------------|--|-------------------|--|
| Legal Company Name | | Years in Business | |
| Manager's Name | | Type of Business | |
| A/P Contact | | A/P Email | |
| Trading Address | | Mailing Address | |
| Phone Number | | Fax Number | |

Details of Two Directors, Partners or Proprietors

| Full Name | Position | Residential Address | Home Phone |
|-----------|----------|---------------------|------------|
| | | | |
| | | | |

| | | | |
|-----------|--|---------------------|--|
| Bank Name | | Bank Contact Person | |
| Address | | Phone | |
| Account # | | Fax | |
| Transit # | | Mailing Address | |

Current Fuel Supplier _____

REFERENCES: (3 Suppliers who provide regular, ongoing products/services)

| 1. | | Phone | | Fax | |
|----|--|-------|--|-----|--|
| 2. | | Phone | | Fax | |
| 3. | | Phone | | Fax | |

Average monthly purchases (Litres) _____ Credit limit required \$ _____

Product requirements: Clear Diesel Dyed Diesel Gasoline Other: _____

Order no. required: Yes No Blanket P.O.# _____

Fuelling Location(s) _____

Contact Person _____

TERMS AND CONDITIONS OF SALE

TERMS OF PAYMENT

- A) Terms of payment in respect of each delivery of Browns Fuels products made direct or by agent hereunder shall be cash on delivery or such credit terms as are agreed between Browns Fuels and the purchaser. If payment is in default for any reason to Browns Fuels, the purchaser irrevocably gives Browns Fuels, its agents and servants leave and license without the necessity of giving any notice to enter on and into any premises occupied by the purchaser to search for and remove any of the goods supplied or in which Browns Fuels has ownership as aforesaid without in any way being liable to the purchaser or any person or company claiming through the purchaser.
- B) Should the purchaser fail to make payment as specified above, interest shall accrue on such overdue amounts at the rate (for the purpose of the Canadian Interest Act) of 26.8% per annum calculated and payable monthly. An administrative fee of \$25.00 will apply to each returned item.

RISK AND TITLE

- A) The risk in the goods supplied by Browns Fuels made direct or by agent to the purchaser shall pass to the purchaser upon delivery but the ownership in them shall not pass to the purchaser until the purchaser has paid for the same. Receipt by Browns Fuels of any cheque or other bill or exchange or any promissory note shall not be deemed to be payment until the same has been honoured or cleared to the credit of Browns Fuels Bank Account and until such time shall not prejudice or affect Browns Fuels rights, power or remedies against the purchaser and/or the goods.
- B) Browns Fuels may alter or revoke such credit terms at any time without prior notice to the purchaser.
- C) If the purchaser is at any time buying on credit terms extended to him by Browns Fuels and if payment of the whole or any part of any account rendered by Browns Fuels to the purchaser is not made within the time allowed by Browns Fuels for payment, every amount then owing by the purchaser to Browns Fuels whether due for payment or not, shall become immediately payable by the purchaser for Browns Fuels products.

SAFETY & LAWFULNESS

Browns Fuels is a professional refueling service sensitive to the health and safety of our customers, their equipment and the environment. We agree to service our customers provided the conditions are deemed by Browns Fuels and our agent to be safe and lawful, and we hold the right to refuse service if doing so is considered unsafe or unlawful.

PRICE

The price of Browns Fuels products may vary from time to time without notification, subject to industry and market fluctuations.

DEFAULT

If customer fails to make any payment for products when such payment is due (time being of the essence), Browns Fuels may at its option defer deliveries until such breach is remedied by customer, or treat such breach as a repudiation of any Supply Agreement or Arrangement.

SAFETY AND POLLUTION

Each party shall comply with all laws, regulations and orders applicable to the handling, transportation, delivery and acceptance of delivery of products. To the extent that products include lubricating oils, customer acknowledges the importance of managing the life cycle of lubricating oils and once said lubricating oils have fulfilled their use as supplied, customer shall dispose of them through a government approved means.

TITLE AND USE

Title to the products shall pass to customer at the place of delivery.

NON-PERFORMANCE

Neither party shall be deemed to be in default of nor shall be liable for the non-performance of any covenant, agreement or obligation in this Agreement, except customer's obligation to pay for products delivered, if such default or non-performance arises from any cause beyond the reasonable control of such party including, but not limited to, fire, storm, flood, war, hostilities, sabotage, blockade, explosion, accident, strike, lockout, labour disturbance, riot, act of any government authority, expropriation of a breakdown of or injury to any facilities used in or for the production, transportation, manufacture, storage, handling or delivery of products or the crude oil or other materials from which the products are manufactured or derived provided, however, that lack of funds is not a cause beyond the control of a party. Browns Fuels is under no obligation to make deliveries when in Browns Fuels sole judgment the making of a delivery might cause a strike to be called against it, or cause its properties to be picketed.

CONSEQUENTIAL DAMAGES

Browns Fuels shall not be liable for any special consequential damages arising from any breach of its obligations under this Agreement.

ENTIRE AGREEMENT

The parties agree that the sale of products hereunder shall be governed solely by the provisions of this agreement and not by the provisions of any purchase order customer may give to Browns Fuels whether or not such purchase order is or purports to be accepted by Browns Fuels

NOTICE

Any notice given under this Agreement shall be given in writing and delivered, mailed or faxed to the respective parties at their addresses first set forth above or at such other address as either party may designate to the other by notice in writing.

AUTHORIZATION

By completing the application form, you hereby provide consent to receive electronic communication from Brown's Fuels.

I/We authorize any person, financial institution or company to provide you with such information as you may require in response to your credit inquiries. I/We authorize you to furnish to any third party details of the application and authorize you to use the information for the purpose of the application.

I/We for and on behalf of the above mentioned firm authorize Browns Fuels to service my/our vehicles and/or machinery at all times as may be necessary notwithstanding the non-attendance of a company representative at the time of such service. Reading from the Browns Fuels metering system shall be irrefutable evidence of litres delivered.

**PLEASE E-MAIL COMPLETED CREDIT
APPLICATION TO:
credit@brownsfuels.ca**

Company Name _____

Authorization Signature (Please print name) _____

Signature _____

Position _____

For clarification on information supplied call:

Name: _____

Phone: _____

Date: _____