



56 Henry Street  
Brantford, Ontario  
N3S 7J4

Tel: 519-752-6777  
Toll Free: 1-888-553-5550  
Fax: 519-752-7293

### COMMERCIAL CREDIT AND CARDHOLDER AGREEMENT

#### COMPANY

Registered Company Name: \_\_\_\_\_  
Operating As: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_ Year Established: \_\_\_\_\_  
Principals Name: \_\_\_\_\_ Email: \_\_\_\_\_  
Accounts Payable Contact: \_\_\_\_\_ Email: \_\_\_\_\_

#### INDIVIDUAL OR PARTNERSHIP

Applicant's Name: \_\_\_\_\_ SIN: \_\_\_\_\_ DOB: <sup>M</sup> / <sup>D</sup> / <sup>Y</sup> \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_  
Email: \_\_\_\_\_

CREDIT TERMS OF SALE: Net due 15 days **Please Initial:** \_\_\_\_\_

SELECT METHOD OF PAYMENT: Pre-authorized Debit (complete PAD form), On-line, Cheque, Debit, Cash

#### BANKING INFORMATION

Branch: \_\_\_\_\_ Institution: \_\_\_\_\_ Account: \_\_\_\_\_  
Bank Name: \_\_\_\_\_  
Branch Address: \_\_\_\_\_  
City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

**Please provide a cheque marked "VOID"**

#### CREDIT INFORMATION

CLEAR DIESEL

Estimated Monthly Fuel Purchase in Litres: \_\_\_\_\_ Credit Requested: \$ \_\_\_\_\_

#### TRADE REFERENCES

(1) Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
(2) Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
(3) Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

#### Office use only:

Credit Granted: \$ \_\_\_\_\_ Approved by: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## RENWAY ONLINE ACCOUNT MANAGEMENT AGREEMENT

Renway offers online access to enable the management of the Cards and viewing of transactions. Please indicate your appointed administrator, their email address and direct phone number. Registration instructions will be sent to the provided email address.

Administrator: \_\_\_\_\_ Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

Access to Renway Online Account Management gives the Customer the ability to make changes to their account, including changes to contact information, requesting new Cards, make changes to existing or deactivate Cards, as well as view and change PIN information. The Customer is responsible for adhering to the Terms and Conditions contained herein, in addition to adhering to the procedures and requirements of the Renway Cardlock Facility. Safeguarding sensitive data including PIN information is extremely important and is the responsibility of the Customer. Any misuse of the Renway Online Account Management system or failure to comply with these Terms and Conditions by the Customer or its employees, agents or contractors is the sole responsibility of the Customer.

- The Customer agrees to indemnify and hold Renway harmless from and against any and all damages, loss or liability of any kind or nature that arises from the misuse of the Renway Online Account Management system or the failure to follow the requirements or procedures contained in these Terms and Conditions, whether by the Customer or its employees, agents, contractors or those for whom they are responsible in law.
- LOST OR STOLEN CARDS, with access to Renway Online Account Management, the Customer is responsible for suspending or deactivating lost or stolen cards and is liable for all purchases incurred until the card is suspended or deactivated by the Customer. In the event that the Customer cannot access their account online the Customer is responsible for notifying Renway of the lost or stolen card by calling (1-888-553-5550, 24 hours). If calling after regular business hours (8:00am to 5:00pm EST, on a regular business day Monday through Friday, excluding statutory holidays), the Customer may be required to leave a message. Any notice received outside of regular business hours shall be deemed to have been received on the next business day. Responsibility will remain with the Customer up until deactivation of the Card by Renway or 8:00am the next business day.

Use of the Renway Online Account Management system constitutes agreement to and acceptance of these Terms and Conditions.

Name of Authorized Signing Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Office use only:

Approved by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Card #'s issued: 7013 4400 0000 to 7013 4400 0000 (inclusive)

Renway Account Number: \_\_\_\_\_

# TERMS, CONDITIONS, ACKNOWLEDGEMENTS AND AUTHORIZATIONS

Use of the enclosed RENWAY ENERGY CARDLOCK CARD ("Card") issued by RENWAY ENERGY ("Renway") is subject to the following Terms and Conditions and the party named on the application ("Customer") agrees that use of the enclosed Card(s) is/are deemed to be acceptance of such Terms and Conditions by the Customer.

## 1. PRODUCT PURCHASES, QUANTITY AND PRICE

Renway shall sell or cause to be sold to the Customer, and the Customer agrees to purchase from Renway, clear diesel fuel based upon the Customer's estimated monthly purchases. The price for clear diesel fuel purchased by the Customer at authorized retail outlet(s) shall be the daily retail price indicated on the pump(s) at the time of purchase less the approved discount then in effect, if any. All applicable Federal and Provincial sales and goods and services taxes are included in the price. Volume and/or market based pricing/discounts may be periodically adjusted to reflect the quantities actually being purchased by the Customer.

Renway assumes no liability for the failure of the Card to be honoured at any time.

## 2. PAYMENT TERMS AND LINE OF CREDIT

As part of Renway's internal requirement, a line of credit is established for Customers based on the estimated purchases provided by the Customer to Renway on the application. Depending on the usage by the Customer, the balance of the account could exceed the line of credit. Renway may change the line of credit at any time without notifying the Customer in advance.

The Customer agrees to pay Renway the full amount of all purchases of fuel, goods and services, including all applicable federal and provincial sales and goods and services taxes, in respect of which the Card has been used, together with a credit charge thereon, as applicable. Account invoicing will be issued twice each month (mid-month and month end); payment in full is required before the release of the next statement. Any account not paid within the above terms is subject to late payment service charges compounded at 2% per month (26.82% effective annual rate), charged back to the invoice date upon which the overdue invoice(s) first appeared. Payments made which do not retire the invoice balance in full will be applied first to interest and secondly to reduce the principal outstanding. The customer agrees to pay all costs and expenses incurred by Renway for the collection of any past due account including any charges or fees of any collection agent, NSF payment charges and legal fees on a solicitor-and-client basis.

Should the Customer not provide payment in full of the indebtedness in accordance with these Terms and Conditions and their invoice, Renway is entitled to debit the Customer's account for the amount of any discount provided to the Customer by Renway for the period of the indebtedness, or cease offering or discontinue any discount that the Customer receives or may receive from Renway on purchases made using the Card.

## 3. CHANGES TO PRICE, CREDIT TERMS AND CONDITIONS

Without limiting the generality of the foregoing, Renway reserves the right to modify the credit terms or change any price/discount from time to time in accordance with these Terms and Conditions.

## 4. RESPONSIBILITY FOR LOST OR STOLEN CARDS

The Customer is responsible for the care, control and safekeeping of all Cards, keeping the personal identification number (PIN) confidential and ensuring that each PIN is kept separate from each Card at all times. In the event that a Card is lost or stolen, the Customer shall immediately deactivate said card using the Renway Online Account Management system. The Customer shall in all circumstances be liable for all purchases made prior to the deactivation of the lost or stolen Card.

## 5. RESPONSIBILITY FOR DISCREPANCIES ON INVOICES AND STATEMENTS

As the Customer remains responsible for any and all purchases on its Cards, as described in Section 6; the Customer must be diligent in its review and monitoring of its statements. If the Customer finds any discrepancy, irregularity or inaccuracy of any kind in the purchases made on the customer's Card and displayed on its statement, the Customer shall notify Renway by phone or in writing within sixty (60) days from the purchase date shown on the statement. Where any such discrepancy, irregularity or inaccuracy is not brought to the attention of Renway within such sixty (60) day period, Renway will not agree to deal with any of such transactions and the Customer shall remain responsible for all of such purchases on its Card.

## 6. CUSTOMER LIABILITY

The Customer is responsible for all indebtedness resulting from the authorized or unauthorized use of the Cards. The Customer remains responsible and agrees to pay for all purchases made on or with the Card regardless of whether the line of credit has been exceeded or not, and regardless of whether or not such purchases were made under the authority (express or implied or ostensible) of the Customer, or whether the purchases were made on a Card

that was active or dormant, provided that in the case of loss, misplacement, theft or misuse of the Card such responsibility shall cease upon deactivation of the Card in accordance with Section 4.

Renway will use reasonable commercial efforts to ensure that all of its associates adhere to the purchasing restrictions and limit restrictions on a Card. However, it is understood and agreed by the Customer, that these restrictions are for the Customer's convenience only, and Renway cannot be held and is not responsible for purchases exceeding these restrictions.

The Customer undertakes and agrees with Renway that it shall at all times during the continuance of this Agreement, observe and perform, all the Terms and Conditions set out in this Agreement, including without limitation, the following:

- to reimburse Renway all costs and expenses (including, without limitation, legal fees on a full indemnity basis) which Renway may pay, incur or sustain in relation to any action taken to enforce the Terms or Conditions of this Agreement against the Customer.

## 7. SET-OFF

Where the Customer has incurred any liability to Renway whether under this Agreement or under any other Agreement entered into between Renway and Customer, Renway shall be at liberty and with notice to the Customer to set-off the amount of such liability against any sum of monies due to the Customer.

## 8. CONSENT AND DISCLOSURE

Customer agrees that Renway may collect and exchange credit and other information from recognized credit bureaus and other credit grantors for the purposes of ongoing credit investigations, monitoring credit status, and in the event the account is not paid as agreed, Renway may report the customer's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Customer also agrees that, from time to time, and in the event that the customer is a non-incorporated business, is a sole-proprietor, partner or partnership that consumer reports containing credit information on the individual may be requested from and received from credit reporting agencies.

## 9. CANCELLATION AND RESTRICTION OF USE OF CARD

The Card, including any renewal or replacement card, shall be valid until the date appearing thereon unless it has been previously cancelled. The Customer shall not, in any way, issue, resell or provide the Card to a third party without the consent of Renway. Notwithstanding any of these Terms and Conditions, Renway may, acting reasonably, cancel the Card at any time. Use of the Card after the Card has been cancelled as aforesaid is illegal and fraudulent. Upon cancellation of the Card for any reason, the entire balance of the Customer's indebtedness shall, at Renway's option, become immediately due and payable notwithstanding the provisions of Section 2. The Card is and remains the property of Renway and shall be surrendered on demand. Renway may revoke the Customer's right to use the Card with or without cause and without giving notice to the Customer.

In the event that Renway is limited, for whatever reason, in its ability to supply fuel to any or all its facilities or to the market, and without being required to declare it an event of force majeure, Renway reserves the right to place purchase limits on the amount of fuel that the Customer is entitled to purchase from Renway, including no fuel at all.

In the event the account remains inactive for such a time as we may determine, no replacement or renewal Cards will be issued. We may close your account and we may request the Customer to reapply for a new account.

## 10. USE OF FACILITIES

The Customer shall use Renway's fuelling facilities only for the fuelling of properly licensed vehicles used for commercial, industrial or governmental purposes, and for the purchase of goods and services. The Customer shall be familiar and comply with, and shall ensure that its employees, servants and agents are familiar and comply with, all applicable fuel handling laws, regulations and rules of any government or government agency, or safety and operating rules and procedures of Renway as posted at Renway's fuelling facilities. The Customer shall ensure that each of its employees, servants and agents who may use the Card issued to Customer has been instructed in the safe operation of a Renway fuelling facility and the proper response to fuel handling emergencies, including the location and use of emergency shut-off switches, fire extinguishers and emergency telephone numbers and reporting of any and all spills or fires to Renway after completing all emergency procedures.

The Customer and its employees, servants and agents shall use Renway's fuelling facilities and enter upon the lands at the fuelling facilities entirely at their own risk.

The Customer shall be responsible for and indemnify and save harmless Renway, its directors, officers, employees, servants, agents, retailers, representatives, successors and assigns (the "Indemnitees") from any and all loss, liability, damage, cost, claim, expense, suit or action (including without limitation, environmental remediation costs, damage to or destruction of any of Indemnitee's property, damages to property of others, death or injury of any of the Indemnitees or any third parties, and legal costs) which any of the Indemnitees may sustain or become subject to as a result of any damage to property (including fuel and other property owned by Renway and property owned by others) or injury to person or persons arising out of or in connection with the Customer's use of any of Renway's fuelling facilities or the Customer's entry upon or use of the lands at any of Renway's fuelling facilities except where shown to have been caused by the negligence or willful misconduct of Renway or its employees.

The Customer shall, without limiting its liability hereunder, obtain, pay the premiums on and keep in force so long as the Card issued to the Customer is valid, such general liability insurance as may be required by applicable fuel handling laws or as a prudent businessperson would obtain to cover losses for which the Customer may be responsible as set out above.

**11. FORCE MAJEURE**

Neither party will be liable in damages or otherwise for failure to carry out the Terms and Conditions of this Agreement, in whole or in part, whether caused directly or indirectly by, or in consequence of, fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike, differences with workers or others, failure of carriers to transport or furnish facilities for transportation, perils of navigation, impairment of supplies of Renway, or its facilities or production, manufacture, transportation or distribution, or a shut down or temporary closure of its facilities for any reason whatsoever, or any unsafe condition of the loading or unloading facilities at a supply or delivery point, or the inability for any reason to obtain materials used in the manufacture of the fuels, or governmental or other authority whether pretended or real, or by any cause whatsoever beyond the control of either party, except financial, whether similar to or dissimilar from the causes enumerated herein, provided that nothing herein contained will relieve the Customer of the obligation to pay for the fuel or goods and services sold to and purchased by the Customer.

In the event that Renway is excused from carrying out its obligations or is restricted in its ability to supply the Customer and other purchasers by virtue of the Terms and Conditions of the preceding paragraph, Renway may apportion supply among orders received or anticipated from the Customer and from other purchasers in such just and equitable manner as Renway may determine, without obligation on Renway's part to supplement its supply at such place or to change its supply point for the Customer or any other customer.

**12. FEES AND HANDLING CHARGES**

A handling charge of \$15.00 will be assessed for any cheque dishonoured by the Customer's financial institution.

**OTHER PROVISIONS**

Customer hereby represents, warrants and covenants that it is domiciled in Canada and that credit extended under this credit program will be used only for business purposes and not for personal, consumer or household purposes.

Waiver by either party of any breach of any Term or Condition herein contained shall not be considered to be a waiver of any subsequent breach of the same or any other Term or Condition. These Terms and Conditions cancel and supersede all other previous Cards or Renway agreements or Terms and Conditions as agreed to by the parties hereto.

Renway may, upon at least one (1) month's notice to the Customer, vary the Terms and Conditions hereof, but the Customer shall remain responsible for all indebtedness notwithstanding any such variations.

Use of the Card after the effective date contained in Renway's notice will be deemed to be acceptance by the Customer of such new Terms and Conditions as of such effective date.

All notices required by these Terms and Conditions shall be in writing (save and except notice required to be given under Renway Online Account Management Agreement, which shall in addition be immediately given by telephone) and may be given to the Customer by personal service, or to either the Customer or Renway by letter, and in the case of a letter such notice shall be deemed conclusively to have been given and received on the third business day following the day on which the letter has been mailed in the post office, addressed to the party to whom the same is intended at the address provided or at such other address as may have been substituted therefore by proper notice hereunder. The Customer shall promptly notify Renway of any change of Customer's address.

These Terms and Conditions, save as herein provided, shall ensure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto. The Customer shall not assign or transfer in any way the Card or its rights or obligations hereunder, in whole or in part.

In the event that more than one person is named as Customer on the Card, all obligations of the Customer contained herein shall be construed as being joint and several obligations of each such named person, and, when the context herein so requires or permits, the singular number will be read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

The Terms and Conditions printed on the Commercial Credit and Cardholder Agreement and on the Renway Online Account Management Agreement form part of the Terms and Conditions of this Agreement.

The interpretation of the Agreements and Terms and Conditions will be governed by the Laws of the Province of Ontario, including the Laws of Canada of general application therein (individually or collectively "Governing Law"), without regard to conflicts-of-laws principles that would require the application of any other law. Any Terms and Conditions of this agreement or parts thereof not valid by virtue of any applicable legislation shall be null and void and severable, but the remainder of the Terms and Conditions shall be of full force and effect. The Agreements may not be assigned by the Customer.

The parties declare that they have requested, and do hereby confirm their request, that this Agreement and all notices and other documents to be given or executed pursuant hereto be in English only. *Les parties déclarent et confirment qu'elles ont exigé que les présentes ainsi que tous les avis et autres documents à être donnés ou exécutés en vertu des présentes soient rédigés en anglais seulement*

Name of Authorized Signing Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_