



# Personal Credit Cardlock Application

**CREDIT LIMIT REQUESTED:** \_\_\_\_\_

Applicant Information	
Name: _____	SIN: _____
Phone: _____	Cell #: _____ Fax: _____
Email: _____	Date of birth (mm/dd/yyyy): _____
Billing address: _____	Delivery address (if different): _____
Residence Information	
Rent _____ Own _____	How Long at current address: _____
Landlord name, phone # and address: _____	Previous address (if at current address less than one year): _____
Employment Information	
Occupation: _____	Self-employed: Yes _____ No _____
Current employer: _____	Years of service: _____
Spouse/Co-Applicant Information (if applicable)	
Name: _____	SIN: _____
Date of birth (mm/dd/yyyy): _____	Address (if different from applicant): _____
Occupation: _____	
Self-employed: Yes _____ No _____	
Current employer: _____	Years of service: _____
Emergency Contacts	
Name: _____	
Phone #: _____	Relationship _____
Spouse/Co-applicant emergency contact name: _____	
Phone #: _____	Relationship: _____
Payment	
I/we authorize all payments due or becoming due to be charged to:	
Online Banking: _____ EFT: _____ Cheque: _____ Visa: _____ Mastercard: _____	
_____ Card #: _____	(mm/yy): Cardholder _____
Name: _____	Signature: _____



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## Authorization and Consent

We consent to AFD Petroleum Ltd. (hereinafter "AFD") obtaining consumer and/or other reports containing personal and/or credit information as may be required at any time in connection with this agreement or any renewal or extension or enforcement thereof (and including land titles or vehicle ownership searches). We acknowledge that the above information is material to the credit decision to be made by AFD, and we represent and warrant that all information provided is complete, true, and correct in all respects, and the above does not omit or misstate any information or facts which are reasonably necessary to be provided to AFD in order to assist it to assess the creditworthiness of the applicant.

Further, we acknowledge that we have read and agree to the additional Terms and Conditions attached. We shall be jointly and severally responsible as co-customers for all products or services obtained from AFD, and we will indemnify AFD for any debts incurred (whether or not the invoice or purchase order is made out solely to one party), and for all losses, costs or damages which AFD may suffer or pay as a result of claims or suits arising out of any injuries to persons or damage to personal or real property due to or arising out of or relating to the use, possession or operation of the services, products or equipment supplied or used by AFD, its contractors, employees or those for whom it is responsible.

**Applicant signature:** \_\_\_\_\_ Date: \_\_\_\_\_

Spouse/co-applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## TERMS AND CONDITIONS

This Credit Application and Agreement shall apply to any and all credit extended and products provided by AFD Petroleum Ltd. ("AFD"). The applicant/co-signer (collectively, "Applicant") jointly and severally agree to the following terms and conditions:

1. The Applicant shall purchase home heating fuel **exclusively from AFD** and from no other company or supplier.
2. Provided the Applicant is within the stated credit terms (if any), payment shall be made net 30 days from invoice date (unless otherwise specified by specific agreement, or within the terms laid out in the monthly equalized payment program detailed in terms #10). Representatives of AFD are not authorized to change or adjust credit terms without written authorization of the credit manager. The credit or monthly amounts may be changed or credit reduced or eliminated at any time by AFD upon written or verbal notice to Applicant, and AFD shall have the right to demand payment of all amounts outstanding for prior product delivered and supply any pending orders on a COD basis before making further shipments to Applicant. Whether or not Applicant is delinquent, AFD reserves the right to revoke any credit extended to Applicant, cease future deliveries, and remove/retain/dispose of any inventory previously delivered without notice. AFD shall not be liable for any withdrawal of credit privileges, whether or not Applicant has received any notice of such withdrawal.
3. If amounts due are paid within the above terms of credit, no late payment charges will be assessed. However, if amounts due are not paid in full within the terms of credit, the balance owing shall be subject to a late payment charge from invoice date at the rate of 2% per month (24% per annum nominal rate), calculated and compounded monthly, until payment in full is received by AFD. In the event that this charge exceeds any maximum permitted by law, it shall be reduced to the legal maximum. NSF cheques or payments will be subject to a \$30.00 processing charge.
4. The price to be paid for all products supplied by AFD shall be at AFD's prevailing rates, which may at time increase/decrease at the sole discretion of AFD without notice. If upon audit of any delivery ticket or invoice a system or manual error is detected in the calculation of applicable taxes charged, or an incorrect rate charged per litre, AFD will make the required corrections and the Applicant agrees to pay the corrected amount (either higher or lower, as the case may be).
5. The Applicant shall maintain in a good state of repair and in good operating condition the fuel filling, storage and heating equipment, pumps, piping, burners, furnaces and all related equipment, all in accordance with good engineering practices, applicable governmental rules and regulations and AFD's requirements in order that it can properly receive, store and properly dispense fuel. In no event shall AFD be obligated to verify or ensure that such requirements are satisfied, both in respect of the initial implementation of the services or in respect of any modifications to such requirements.
6. The Applicant acknowledges that in the event of a conflict in any terms or condition of this application and any other contractual agreements, namely equipment leases, rentals supply and equipment lease or supply contracts (the "Governing Agreement(s)") the terms and conditions in the Governing Agreement(s) shall prevail over the terms of this application-except term #3 agreeing to pay interest and service charges on overdue accounts.
7. AFD shall not be liable for any temporary or permanent failure to supply product hereunder, whether or not prevented by fire, labour disturbance, inaccessible roads, shortage of fuel or any other cause reasonably beyond AFD control, nor for special, direct, indirect, or consequential damages resulting from or arising out of this contract including, without limitation, punitive damages, economic losses, loss of profit, loss of use, loss of contract, loss of production, loss of revenue, business interruption, or increased cost of working, however same may be caused. The Applicant shall be obligated to show storage vessels were not compromised or contributed to loss or damages suffered.
8. Applicant agrees to bear all costs incurred by AFD in the enforcement of this Agreement or collection of any unpaid amounts including, but not limited to, interest, collection agency, legal fees and court costs (on a full indemnity basis, including solicitor client costs), until payment is received by AFD. AFD retains title and it's granted a purchase money security interest, for security purposes only, to all goods until paid for in full, and AFD may, at its option, repossess the same upon Applicant's default in payment hereunder and charge Applicant for any deficiency.
9. All terms, conditions, warranties, or representations, either express (via advertisement, catalogue or other AFD publication or otherwise) or implied (by common law, statute or otherwise), in relation to the accuracy, merchantability, fitness for a particular purpose or otherwise in relation to the provision of goods or services are waived, disclaimed and excluded to the greatest extent permitted by law. The goods are provided on an "AS IS" basis and AFD disclaims any and all implied warranties or conditions with respect to the goods or services provided (any claims shall be as against the refinery only). The liability of AFD, however arising (whether for breach of contract, negligence, misrepresentation or otherwise), shall at no time exceed the full value of the consideration paid or payable by Applicant for the specific products or services in issue. AFD may, at its option, replace, repair or refund any defective goods provided Applicant gives AFD thirty (30) days' prior written notice of any defective goods, and provided Applicant has not altered or misused said goods.

**Please initial on the bottom on page 4 of this application indicating agreement with the additional terms and conditions of credit.**



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## TERMS AND CONDITIONS cont.

10. Applicant may elect to pay for heating fuel on an equalized monthly prepayment plan (or other AFD pre-approved monthly installments), subject to the account being paid in full thirty (30) days after processing each installment (including the last adjusting installment made on at least an annual basis). Prior to each year, AFD will send a notification outlining the equalized payment amount to be paid (this being only an estimate of actual quantities/pricing for the upcoming year). AFD equalized payment plan balances are required to be paid in full within (30) days of last reconciling installment of each year, in order to set up the equalized payment plan for the following heating season. However, AFD may review the equalized payment balances at any time during the year and elect to make adjustments upon notice to the Applicant, and the primary responsibility of reviewing the outstanding equalized balance will reside on the Applicant. The equalized payment plan will renew each year after the prior account has been paid in full. Applicant acknowledges and agrees that the equalized payment amount and preauthorized payment amount may increase or decrease at the beginning of each heating season and/or throughout the heating season, depending on estimated value of current and projected fuel consumption.
  
11. This constitutes the entire agreement and understanding between the parties and supersedes and replaces all prior and contemporaneous agreements, understandings, representations, and conditions, both written and oral, between the parties regarding the terms of credit or supply of product or services. AFD may, at any time and from time to time, amend or replace or substitute the credit terms and upon so doing and providing Applicant with a copy thereof, such amendment, replacement or substitution shall be incorporated herein and made part hereof in the place and stead of the provisions so amended, replaced or satisfied. This agreement shall be governed by the laws of the Province of Alberta. If any term or provision is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this credit or invalidate or render unenforceable such term or provision in any other jurisdiction.

**I (We) hereby agree with above Terms and Conditions:  Yes (Check the box to indicate agreement) Initials \_\_\_\_\_**