Commercial Credit Application

Girouxville General Co-op Ltd

4636 - 50 Street P.O. Box 128 Girouxville, Alberta T0H 1S0
Phone: 780-323-4292 Fax: 780-323-4400 Email: gm.gircoop@live.ca or om.gircoop@live.ca

www.girouxvilleco-op.crs

IDENTIFICATION

Business Name:_____ Member Number: _____

Email:_____ Phone Number:_____ Fax Number:_____

Address (if P.O. street address as well): _____

Town:_____ Province:_____ Postal Code:_____

Officer, Partner or Owner's and Name Title	Home Address (Partner's or Owner's)	Birth Date (mm/dd/yy)

BUSINESS INFORMATION

Nature of Business:_____ Business No.: _____

Check One Box: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other

Specify (if other): _____

Years In Business:_____ Incorporation/Effective Date (mm/dd/yy): _____

Accounts Payable Contact: _____

Phone:_____ Email:_____

REFERENCES

Financial Institution:_____ Account Manager:_____

Address (if P.O. street address as well): _____

Account Number:_____ Phone Number:_____

Credit References

Trade Supplier Name	Address	Phone or Fax Number	Email Address

REFERENCES CONTINUED

Are there any legal actions pending against you? ☐ Yes ☐ No

Have you or your partner(s) been discharged from bankruptcy in the last six years? ☐ Yes ☐ No

CREDIT LIMIT REQUESTED: $_____

Communication of monthly statements: ☐ Mail ☐ Email

Please read, date and sign.

I/we certify that the information provided on this form (the "Credit Application") is true. I/we certify that I am/we are entering into this Agreement (as later defined) primarily for commercial purposes (that is, not personal, family or household purposes), or for corporate farming purposes. I am/we are at least 18 years of age. I/we understand that Girouxville General Co-operative Ltd. may accept or reject this Credit Application. If this Credit Application is accepted, I am/we are/the corporation/the partnership/other business entity is bound by Girouxville General Co-operative Ltd's Credit Agreement and Statement of Disclosure (the "Credit Agreement") and Girouxville General Co-operative Ltd's Credit Policy (the "Credit Policy") and any amendments or replacements which the Co-op sends me. I/we have retained a copy of the Credit Agreement and Credit Policy. Where a co-applicant signs this Credit Application with me, we acknowledge that the terms of this Credit Application and all consents given in it bind both of us. We agree to be jointly and individually liable, which means we are liable both individually and together for all amounts charged to the account. We are also liable both individually and together for any interest that accrues due to payment dates not being met. If this Credit Application is made by a corporation, partnership, or other business entity, each of the above statements is considered to be made by an authorized person on behalf of the corporation, partnership, or other business entity, as the case may be with all necessary modifications and the corporation, partnership or other business entity certifies that it is duly incorporated, registered, or organized, as applicable, and is in good standing.

I/we/the corporation/the partnership/other business entity consent(s) to the exchange of account and credit information and personal information by Girouxville General Co-op and to the exchange of credit information with any credit grantor, credit bureau and credit reporting agency.

Date (mm/dd/yy): _____

☐ I/we consent to the collection, use and disclosure of the above information in accordance with the Girouxville General Co-operative Ltd.'s Privacy Policy available at www.girouxvilleco-op.crs

_____
Individual Applicant Signature

_____
Co-Applicant Signature

_____
Position or Title

_____
Position or Title

CREDIT AGREEMENT AND STATEMENT OF DISCLOSURE

Please retain for your records. In consideration of the Co-op accepting your Credit Application, (which, together with this Credit Agreement and the Credit Policy, constitutes the "Agreement"), and opening an account in your name, you agree to the credit terms set out below.

Types of Credit Accounts/Use of the Card

(1)Under a charge account, credit is extended for new purchases (i.e. a purchase not shown on a previous statement) to the Due Date shown on the statement. No interest is charged on new purchases when the Co-op receives payment in full by the Due Date. Under a dating account, credit is extended for new purchases beyond 30 days to the Due Date shown on the statement. No interest is charged on the purchases recorded in a dating account. When due, the purchases in the dating account are transferred to the charge account and interest is charged at the interest rate on the charge account if the amount transferred is not paid on or before the Due Date.

(2)The Card may be used to buy goods and services available on credit on these accounts from the Co-op.

(3)The Card is the property of the Co-op. It is not transferable. You will immediately return all Cards if requested.

(4)Upon cancellation or expiry, you will pay your accounts in full despite the cancellation or expiry of any rights and privileges under this agreement.

(5)The Co-op has the right to cancel your credit accounts and the Card at any time, including, without limitation, upon your death or if you become bankrupt or insolvent.

(6)You may make enquiries about your accounts during the Co-op's ordinary business hours by a local or collect call to the telephone number set out above.

Credit Limit

(1)The Co-op will advise you of your credit limit (the "Limit") by letter or in your first statement after acceptance of your credit application. The Limit may be increased or decreased at any time by the Co-op. The change will be disclosed in the next statement following the change. You hereby request any increase to the Limit at any time for which you may qualify.

(2)You agree not to make purchases on your accounts where the amount of the purchase plus any balance then outstanding would in total exceed the Limit unless the Co-op, in its sole discretion, permits you to exceed the Limit, in which case the terms set out in this agreement apply to those amounts in excess of the Limit.

Billing

(1)The Co-op will send you a statement every month for purchases that have been made under your accounts during the previous month, and for any previous unpaid balance. Co-applicants and co-applicant cardholders will not receive statements.

(2)Where anyone authorized by you signs a receipt bearing an imprint of your Card, or you or anyone authorized by you gives your account number to make a purchase without presenting the Card, you will be liable to pay as if the sales receipt was signed by you.

(3)If you do not notify the Co-op in writing of an error or omission in your statement of account within 30 days of the statement date, you agree that the statement is considered conclusively to be correct.

(4)Any adjustment made by means of a credit voucher will be credited to you, but until the time the credit voucher is granted and recorded, you are responsible to pay the amount to which it relates to the Co-op in accordance with this agreement.

Interest and Payment

(1)You agree to perform promptly all your obligations under this agreement.

(2)You agree to pay the amount due in full on or before the due date appearing on each statement sent by the Co-op to you.

(3)You have the right to prepay the entire balance in full or in part without charge.

(4)You agree to pay interest to the Co-op on all past due amounts at the annual rate of 24 %, both before and after demand, default and judgment. This is the annual percentage rate on the charge account. This interest is added to the charge account and forms part of the amount due. This interest will bear interest on your next monthly statement (monthly compounding) if the amount due on the statement is not paid in full on or before the due date.

(5)Payments will be applied by the Co-op in the following order: previously billed interest and purchases, interest and purchases shown on current statement, interest and purchases to be billed.

(6)You agree you are liable for the entire outstanding balance of your accounts despite any variation of interest terms by the
Co-op.

(7)In addition to the amounts otherwise payable under this agreement, you agree to pay the Co-op its charge for each cheque received by the Co-op from you that is subsequently dishonoured.

(8)Payments must be made only by cash, cheque, debit card or money order,
or by other arrangement authorized by the Co-op.

Default

(1)You will be in default if any of the following occurs:

a. you do not make a payment when due;
b. a bankruptcy proceeding is filed by or against you or you are the subject of receivership or
c. insolvency proceedings or any of your assets are seized;
d. you have made a false or misleading representation on your Credit Application;
e. you die;
f. you breach any of your other agreements in this agreement;
g. if the Co-op has reasonable cause to believe your ability to perform your obligations under this agreement, including making timely payments, is impaired.

(2)Upon your default, the Co-op has the remedies in this agreement and at law. The Co-op may immediately suspend or cancel your privilege to obtain credit. The outstanding balance in your accounts will become due and payable ten days from the date the Co-op's written notice of the default or other event is sent to you.

(3)You agree to pay all reasonable expenses, costs and disbursements, including fees as between a solicitor and his or her own client, which may be incurred by the Co-op in the enforcement of its rights under this agreement.

(4)You agree that taking of a judgment against you will not operate as a merger of your promise to pay, or affect the right of the Co-op to collect interest at the rates notified to you from time to time on any amounts owing to the Co-op under this agreement or on the judgment.

Cancellation

You may cancel this agreement at any time by written notice.

Amendments

The Co-op may amend the provisions of this agreement including the interest rate by giving written notice to you of the change. The Co-op will notify you in writing of the amendment, which may be by notice on your statement. The amendment will be effective 30 days, or such greater time period as may be required by applicable laws, after the date notice is given. Unless you cancel your credit accounts within that notice period, the amendment(s) will be binding on you.

Notices

Any notice required or permitted to be given to you under the terms of this agreement is sufficiently given if shown on your statement or if sent by prepaid first class mail to the latest address contained in the Co-op's files. Unless otherwise provided in this agreement or by law, any notice so given will be considered to have been received by you on the 7th day after the date on which it was mailed. You agree to notify the Co-op promptly of any change of address. Notice to you or to a co-applicant cardholder is considered notice to all.

Lost or Stolen Card(s)

(1)Where the Card(s) used in connection with your account is (are) lost or stolen, you agree to notify the Co-op promptly, in writing.

(2)You are responsible to pay for all product and services charged to your account until you have notified the Co-op as required.

Co-applicants

(1)Where a co-applicant signed the credit application with you, the terms of this agreement bind each of you and apply with whatever changes of grammar are necessary.

(2)Where there are co-applicants, you agree that your liability for all amounts payable under the terms of this agreement is joint and individual, which means you are liable both individually and together for all amounts charged to the accounts.

(3)Where you have designated co-applicant cardholder(s), you are responsible to the Co-op for all transactions made by co-applicant cardholder(s) with their Card(s).

Miscellaneous

(1)You grant to the Co-op a security interest in any and all merchandise purchased from the Co-op (the "Merchandise") to secure payment to the Co-op for all debts, charges and liabilities, present and future, at any time owing by you in connection with your accounts. If for any reason you do not make payments on time or pay any other amounts due to the Co-op in the manner provided in this agreement, in addition to all other rights and remedies available at law or in equity, the Merchandise may be repossessed to the extent permitted by law. Where permitted by law, you waive your right to receive copies of any financing statement, financing change statement or verification statement relating to this agreement.

(2)If any part of this agreement is contrary to law or found inoperative by any court, that part is ineffective without invalidating the other parts of this agreement.

(3)This agreement will be governed by the laws of the Province in which the Co-op is situated.

(4)You acknowledge receipt of a copy of this agreement at the time of signing the Commercial/Corporate Farm Credit Application and before the extension of any credit or the use of the accounts.

Please read, date and sign.

Date (mm/dd/yy): _____

_____

Applicant Signature

_____

Co-applicant Signature

Cardholder Application

Girouxville General Co-op Ltd

4636 - 50 Street P.O. Box 128 Girouxville, Alberta T0H 1S0
Phone: 780-323-4292 Fax: 780-323-4400 Email: gm.gircoop@live.ca or om.gircoop@live.ca

www.girouxvilleco-op.crs

Name of Applicant _____

Member Number _____

Dyed Fuel Permit(s) # _____ Province _____

Number of Cards _____

UNIT NUMBERS REQUESTED ☐ YES ☐ NO

ODOMETER READING REQUESTED ☐ YES ☐ NO

Please read the following and sign.

1. I apply for a cardlock card(s) (the "Card") of the local or system-wide type, as indicated above, for the purchase of petroleum fuel in the CO-OP Cardlock System.

2. I agree to complete and sign the necessary account application form.

3. I hereby confirm that I have been provided a copy of the Cardlock User Agreement (Form 910) and, if my application herein is accepted, I unequivocally confirm that I accept all terms and conditions contained therein. In particular, I acknowledge that I have carefully read and reviewed paragraph 6 of the cardlock user agreement and fully and unequivocally confirm that I shall be fully responsible for all charges incurred as against my cardlock card regardless of whether the charges were incurred without my consent or knowledge.

   Signed: _____ Date (mm/dd/yy): _____

4. I will not purchase marked fuel in a province where I do not have a marked fuel purchasing permit. If such a purchase is made, I understand that I will be charged the clear fuel price (inclusive of all taxes). I also understand that this may result in prosecution under the applicable provincial fuel tax act(s).

CARDLOCK USER AGREEMENT

The following are the terms and conditions of the agreement between Federated Co-operatives Limited ("FCL"), the person (the "Customer") to whom the enclosed cardlock card(s) (the "Card") is issued and the retail co-operative (the "Co-op") from which the Customer received the Card. The use by the Customer of the Card indicates the Customer's acceptance of these terms and conditions.

1. Ownership of the Card at all times remains in the Co-op, and the Co-op, or its agent, may retake possession of the Card at any time on or after termination of this agreement. Upon termination of this agreement, the Customer must return the Card to the Co-op.
2. The term of this agreement is one year commencing on the date the Card is first used by the Customer. This agreement will be automatically renewed for successive one-year terms subject to the various termination rights set out. The Customer may terminate this agreement by giving written notice of termination to the Co-op at any time. The Co-op may terminate this agreement at any time on 30 days written notice to the Customer.
3. If the Customer has more than one Card, the Customer is responsible for all purchases made using the cards provided.
4. The Customer may use the Card to obtain the petroleum products for which the Card is authorized from pumps (the "Pumps") in the CO-OP and TEMPO Cardlock network from time to time. The dispensing equipment is to be used by trained cardholders only, and is not open for the use of the general public.
5. The prices to be paid for petroleum products purchased through the Co-op's Pumps using the Card will be the prices established by the Co-op for the Customer. The Co-op prices may be changed by the Co-op from time to time.
6. The Customer agrees to pay for all petroleum products recorded by the Pumps to the Customer's account number until WRITTEN notice of loss of the Card is received by the Co-op. The Customer shall be fully and completely responsible for all such charges to the Card, regardless of how such charges have been incurred or by whom. Notice to the Co-op, as defined in this paragraph, shall only be effective, and thereby relieve the customer of any liability for further charges, when such written notice is actually received by the Co-op.

   _____ Initial.

   The customer confirms and agrees that he/she/it is fully and unequivocally responsible for the safe guarding of its PIN number and assumes all and complete liability for its safe keeping and use with the cardlock card. The customer agrees that it must not disclose its security (PIN) number and is fully responsible for the security of it. In particular, the customer unequivocally covenants and agrees not to write the PIN number on the card and shall assume full and complete responsibility for the security of both the Card and PIN number.

   _____ Initial.

   Date: _____

   Printed Name: _____

   Signed: _____

   (Applicant)
7. All accounts are due when rendered. Purchases of petroleum products from the Co-op are payable in full in accordance with the Co-op's credit terms. Purchases of petroleum products from FCL, other retail co-operatives and TEMPO dealers are payable in full each month. If the Customer fails to pay its account(s) within the credit terms, the Customer agrees to pay interest at the rate set from time to time by the Co-op or FCL, or both as the case may be, on the balance of the account(s) from the statement date upon which the invoice(s) appeared until payment is received by the Co-op or FCL, or both, as the case may be. By example if the Co-op's or FCL's interest rate for a 30 day account was 2% per month (24% per year) charged monthly it would have an effective rate of 26.8% per year. The Co-op or FCL, or both, as the case may be will advise the Customer of the actual interest rate and of any changes in its interest rate as required by law. The Co-op may suspend or limit the right of the Customer to use the Card until payment has been received by the Co-op or FCL, or both, as the case may be. The Co-op has the right to terminate this agreement immediately and without notice to the Customer if any payment to the Co-op or FCL is not made when due. Payments which do not retire the account in full will be applied first to the interest and secondly to reduce the principal outstanding. If the Customer's account with FCL is past due, FCL will transfer the balance of the account to the Co-op. The Customer agrees to pay all costs and expenses incurred by the Co-op in the collection of any past due account including legal fees on a solicitor-and-client basis.
8. Co-op patronage will be paid only on petroleum products purchased at the Co-op's own cardlock and will be subject to the provisions of the Co-op's patronage policy.
9. The Co-op has the right at any time to change the access mechanism or codes at the Pump. If the Customer is in default under this agreement or becomes insolvent or bankrupt, the Co-op may terminate this agreement immediately.
10. Neither FCL nor the Co-op nor any retail co-operative nor any TEMPO dealer is liable to the Customer for any inability by the Customer to obtain petroleum products for any reason whatsoever.
11. All notices required to be sent by the customer to the Co-op must be sent by any two of the following methods: phoning, by fax, by email or by registered mail communication or by personal delivery all to the attention of the petroleum department of the Co-op. The Co-op may provide notices to the Customer by phone, fax, email or mail to the Customer's numbers or address as shown on their account application. The parties agree to notify each other of changes in their telephone, fax and email numbers and address.
12. If the Customer wishes to obtain additional or amended cards, it may make a verbal request to the Co-op, and, if issued, those additional or amended cards will be subject to the terms and conditions of this agreement even though they were not delivered with this agreement.
13. The customer acknowledges that it has received instructions in (a) the means of activating dispensing equipment using the Card; (b) the proper operation of the dispensing equipment; and (c) the location and proper use of the emergency shut-off switches and the fire extinguisher.The dispensing equipment at a cardlock is to be used by trained cardholders only, and is not open for use by the general public.
14. The Customer agrees that it and every person to whom the Customer gives a Card: (a) will not leave the dispensing equipment unattended at any time while it is being operated; (b) will control sources of ignition;and (c) will not dispense petroleum products into containers which do not comply with fire regulations.
15. The customer agrees to indemnify FCL, and the owner of the site from which petroleum products are dispensed using the Card against all claims, liabilities, demands, damages and causes of action, and all costs and expenses of investigating and defending them including legal fees on a solicitor-and-client basis, arising from the use of the Card or the dispensing equipment, including injury to a person or persons, including death and property damage including environmental contamination of soil or groundwater.
16. The Co-op may vary the terms on which the Card is to be used at any time by notice to the Customer. Any use of the Card after notice of a change is subject to the varied terms.