



1655 Whyte Avenue  
 Vancouver, BC V6J 1A9  
 Tel. 604.638.0209  
 Fax: 604.638.0146

## Commercial Account Application

### CONFIDENTIAL CREDIT APPLICATION & AGREEMENT

#### LEGAL FORM OF BUSINESS

<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP	<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> CORPORATION
DATE OF INCORPORATION (MM/YYYY)	YEARS IN BUSINESS	WEB ADDRESS	
LEGAL REGISTERED BUSINESS NAME		CORPORATE ADDRESS	

#### GENERAL BUSINESS INFORMATION

TRADE NAME/OPERATING AS/BANNER NAME	DUNS#	REQUESTED CREDIT TERMS <input type="checkbox"/> COD <input type="checkbox"/> CHARGE/NET 15 DAYS
BILLING ADDRESS (STREET, CITY, PROVINCE, POSTAL CODE)		
BUSINESS TEL#	BUSINESS FAX#	BUSINESS EMAIL ADDRESS
ACCOUNTS PAYABLE MANAGER	A/P TEL#	A/P EMAIL ADDRESS
ESTIMATED MONTHLY PURCHASES (LITRES)	SELECT SEASON(S) YOUR ACCOUNT WILL BE ACTIVE <input type="checkbox"/> WINTER <input type="checkbox"/> SPRING <input type="checkbox"/> SUMMER <input type="checkbox"/> FALL	PRODUCT(S) REQUIRED: <input type="checkbox"/> GAS <input type="checkbox"/> DIESEL <input type="checkbox"/> OIL <input type="checkbox"/> FILTERS <input type="checkbox"/> STORE GOODS
ESTIMATED MONTHLY PURCHASES \$	ARE THE VESSELS LISTED <input type="checkbox"/> OWNED <input type="checkbox"/> LEASED/RENTED	EXPIRY DATE OF LEASE(S) (MM/YY)

#### TYPE OF MARINE BUSINESS

<input type="checkbox"/> Commercial fishing (commercial licence# required)	<input type="checkbox"/> Yacht charter (including boat rental)
<input type="checkbox"/> Marine towing (tug boats)	<input type="checkbox"/> Log salvage
<input type="checkbox"/> Marine tourism (whale watching, diving, etc.)	<input type="checkbox"/> Water Taxi/Ferry Service
<input type="checkbox"/> Government (police, fire, coast guard, etc.)	<input type="checkbox"/> Other (Specify): _____

#### PRINCIPAL(S)/OWNER(S)/DIRECTOR(S) INFORMATION

1. PRINCIPAL / OWNER / DIRECTOR NAME	TITLE	SIN# (optional)	DATE OF BIRTH (mm/dd/yyyy)
HOME ADDRESS (Street, City, Province, Postal Code)		HOME TELEPHONE#	CELL PHONE#
PREVIOUS EMPLOYMENT (IF LESS THAN 2 YEARS)			EMAIL ADDRESS
2. PRINCIPAL / OWNER / DIRECTOR NAME	TITLE	SIN# (optional)	DATE OF BIRTH (mm/dd/yyyy)
HOME ADDRESS (Street, City, Province, Postal Code)		HOME TELEPHONE#	CELL PHONE#
PREVIOUS EMPLOYMENT (IF LESS THAN 2 YEARS)			EMAIL ADDRESS



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### OTHER BUSINESSES OWNED

1. LEGAL REGISTERED BUSINESS NAME AND ADDRESS	OWNED FROM (mm/yyyy)	OWNED TO (mm/yyyy)
2. LEGAL REGISTERED BUSINESS NAME AND ADDRESS	OWNED FROM (mm/yyyy)	OWNED TO (mm/yyyy)

### FINANCIAL INSTITUTION AND TRADE REFERENCE INFORMATION

NAME OF BANK AND ADDRESS			
ACCOUNT MANAGER	TEL#	ACCOUNT#	TRANSIT#
1. MAJOR TRADE SUPPLIER REFERENCE (NAME/ADDRESS)	TEL#	FAX#	
2. MAJOR TRADE SUPPLIER REFERENCE (NAME/ADDRESS)	TEL#	FAX#	

### CREDIT CARD INFORMATION

VISA OR MASTERCARD NUMBER		
EXPIRY DATE	3-DIGIT SECURITY CODE	NAME AS IT APPEARS ON THE CARD

### BOAT INFORMATION

BOAT NAME	SIZE	MAKE	REGISTRATION

### AUTHORIZED PURCHASERS

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>



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### TERMS AND CONDITIONS

The undersigned hereby agrees that all purchases shall be subject to the following Terms and Conditions:

1. This Credit Application and Terms and Conditions must be fully completed, signed, and returned before your credit request can be considered. This application governs all sales of products/services to you by False Creek Fuels Ltd. (FCF) on Terms and Conditions set forth by FCF. Sales representatives or agents of FCF are not authorized to amend or change the terms of sale or other terms and conditions of the credit granting agreement.
2. The Customer (which term includes as entity or individual which has applied and/or have been approved as a customer of FCF and includes any principal, owner or operator of a Customer who applies for credit with FCF) certifies that all statements made in this application, including any attachments, are true and complete.
3.
  - a. The Customer hereby consents and authorizes FCF and its agents, contractors and representatives to obtain, collect, verify, copy, use, communicate with disclosed third-parties, at any time, including after termination of FCF's dealing with the Customer, any credit, financial or other personal information requested on the attached credit application or otherwise, including information related to credit rating, financial capacity and payment history for any of the other following purposes:
    - investigation and/or verification of all information;
    - to exchange information with third-parties (including credit reporting agencies, financial institutions, creditors, vendors and other persons);
  - b. The consent given here to use or disclose information is in addition to and does not derogate from any consent given on the credit application or previously given to FCF.
4. The Customer acknowledges that a file of the Customer's personal information is maintained at FCF at 1655 Whyte Avenue, Vancouver, BC V6J 1A9 which may be accessed upon written request to FCF.
5. The Customer acknowledges that the terms granted to the Customer will be set out upon approval of this account application, and FCF may change those terms in its sole discretion from time to time. The Customer agrees to inform FCF of any changes in company ownership, or mailing address within 10 days prior to changes.
6. NSF cheques are subject to an administration fee of \$50.00 and a service charge of 2% per month (compounded monthly) on all overdue accounts.
7. The Customer agrees to pay all amounts owing to FCF within the terms stipulated on the credit acceptance letter and will fully indemnify FCF for any expenses which FCF may incur (such as legal costs/collection fees) in order to collect the amounts owing.
8. Notifications of billing discrepancies must be received by FCF within 15 days of the date of the invoice in question.
9. I/We agree that all invoices not paid in full by the due date may be charged to my Credit Card as detailed in this application. I/We agree that I/We shall maintain a Visa or MasterCard that is in good standing to be kept on file by False Creek Fuels Ltd. otherwise the account privileges will be suspended until the credit card is replaced or the credit card issue is rectified.
10. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice. This agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

LEGAL NAME OF COMPANY:	
<b>#1. OWNER / OFFICER / DIRECTOR</b>	<b>#2. OWNER / OFFICER / DIRECTOR</b>
Authorized Signature (Owner / Officer / Director)	Authorized Signature (Owner / Officer / Director)
Name (Please Print)	Name (Please Print)
Date:	Date:

### PERSONAL GUARANTEE

1. The undersigned (the "Guarantor") is the principal/owner/director of:

(Full legal name of Company)

2. The Guarantor unconditionally and irrevocably guarantees to FCF the due payment of all debts and liabilities which are now or will in future be owing to FCF from the Customer for any such goods supplied on credit.
3. FCF may at any time refuse further credit to the Customer, take and/or release any other security (including any other guarantee), or extend the time for payment or compromise with the Customer without notice to the Guarantor and without affecting or limiting the liability of the Guarantor to FCF.
4. The Guarantor confirms that he or she has received a completed copy of this Agreement and this Guarantee at the time of signing.
5. FCF will not be bound to exhaust its recourses against the Customer or any other person or any securities or other guarantees or collateral it may hold, before being entitled to payment from the Guarantor of the amount guaranteed.
6. The Guarantee will be a continuing guarantee of all debts and liabilities of the Customer and shall apply to and secure any ultimate balance due or remaining unpaid to FCF.
7. The Guarantor warrants that the information provided by the Customer to FCF in the above Application for Credit and Terms and Conditions is true and accurate in every regard.
8. All debts and liabilities present and future, of the Customer to the Guarantor are hereby assigned to FCF and postponed to the Obligations of the Customer to FCF, and all money received by the Guarantor in respect thereof shall be received in trust for FCF and forthwith upon receipt shall be paid over to FCF, the whole, without in any way until, in the case of



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the assignment, the liability of the Guarantor under this Guarantee has been discharged or terminated and, in the case of the postponement until all Obligations are performed and paid in full.

9. By signing this document, the Guarantor has sought independent legal advice regarding the obligation under this Credit Application and Terms and Conditions agreement.

Guarantor's Name (please print):		Guarantor's Signature:	
Home Address:	SIN# (optional):	Date of Birth (mm/dd/yy):	Date Signed (mm/dd/yy):
Name of Witness (please print):		Signature of Witness:	