

General agreement and Statement of Disclosure

Please retain for your records.

In consideration of the Co-op accepting your credit application, which forms part of this agreement, and opening an account in your name, you agree to the credit terms set out below:

1. Types of Credit Accounts

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

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

(4) 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.

2. 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 to 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 direction, 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.

3. 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 will not receive statements.

(2) 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.

(3) 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.

4. 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 to the Co-op on all past due amounts at the annual rate of **24%**, both before and after demand, default and judgement. 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, electronic banking, or any other arrangement authorized by the Co-op.

5. 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 insolvency proceedings or any of your assets are seized;
- (c) you have made a false or mis-leading representation on your Credit Application;
- (d) you die;
- (e) you breach any of your other agreements in this agreement;
- (f) if the Co-op has reasonable cause to believe your ability to perform obligations under this agreement, including making timely payments, is impaired.

(2) Upon your default, the Co-op has the remedies in this arrangement 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 the agreement.

(4) You agree that taking of a judgement 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 judgement.

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

7. 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.

8. 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 a co-applicant is considered notice to all.

9. 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 for individually and together for all amounts charged to the accounts.

10. Miscellaneous

(1) 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.

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

(3) You acknowledge receipt of a copy of this agreement at the time of signing the General Credit Application and before the extension of any credit or the use of the account

Cornerstone Co-op General Credit Application

Member Number: _____

Contact Information – Business Information may require Personal or Corporate Guarantee

Member's Name: _____ Is this for a business, if so, Name of Business: _____

Check one: Corporation Partnership Sole Proprietorship Other (Specify) _____ Length of time in business: _____ Years

Accounts Payable contact: _____ Phone no. _____

Social Insurance / GST Number: _____ Birthdate :(MM/DD/YY) _____

Phone: _____ Cellular: _____ Fax: _____

Email: _____ **CARDLOCK STATEMENTS WILL BE EMAILED UNLESS OTHERWISE STATED**

Address/Legal Land Description **AND** PO Box: _____

City/ Town: _____ Province: _____ Postal Code _____

Co- Applicant's Name: _____ Relationship: _____

Social Insurance Number : _____ Birthdate :(MM/DD/YY) _____

Employer: _____ **Phone:** _____ **Address:** _____

If self-employed, please state name of business.

Business Information – Personal or Corporate Guarantee may be required

Officers, Partners or Owner's Name	Title	Home Address	Birth Date (DD/MON/YR)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Member's Credit Information

Name of Financial Institution: _____ Address: _____

Type of Credit Requested: (check more than one if required)

Farm: Commercial: Personal: Bulk Petroleum: Card lock: Gas Bar Convenience Store:

Home Centre: Propane Delivery: **Credit Limit Requested: \$ _____ (monthly)**

Name of nearest relative not living with you: _____ Phone No. _____ Address: _____

Name of nearest relative not living with you: _____ Phone No. _____ Address: _____

Name of Credit/Trade reference: _____ Address: _____ Phone No. _____

Name of Credit/Trade reference: _____ Address: _____ Phone No. _____

Credit Agreement

I/We certify that the above information is true. I/We certify that I am/we are entering into this credit agreement primarily for personal, family, household, business or farming purposes. I am/We are at least adult age. I/We understand the Co-op may accept or reject this credit application. If this credit application is accepted, I/we are bound by the Co-op's General Credit agreement, credit and trading policy, and any amendments or replacements the Co-op sends to me. I/We have retained a copy of the credit agreement and the Credit Policy. Where a co-applicant signs this application with me, we acknowledge the terms of this 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 this account. I/We consent to the exchange of account and credit information and personal information from time to time by the Co-op and the financial reference provided and to the exchange of credit information with any credit grantor, credit bureau, credit reporting agency, or my/our employers(s).

Date: _____

Applicant's Signature **Co-Applicant Signature**

_____ _____

Signing by Corporate Applicant **Signing by Corporate Applicant**

CO-OP® Cardlock Cardholder Application

Name of Applicant _____
 Address of Applicant _____

 Applicant's Phone No. _____
 Dyed Fuel Permit(s) # _____ Prov. _____
 # _____ Prov. _____
 E-mail Address _____ Fax # _____

For Office Use Only	
Date	_____
Name of Co-op	_____
Address of Co-op	_____
Acct. No.	_____ Loc. _____ Dept. _____
Co-op Member No.	_____
Co-op Cardlock No.	_____

CARD SPECIFICATIONS REQUESTED:	Clear	Dyed
TYPE OF CARD <input type="checkbox"/> LOCAL <input type="checkbox"/> SYSTEM WIDE	PRODUCTS:	
NO. OF CARDS _____	<input type="checkbox"/>	<input type="checkbox"/> REGULAR
MAX. LITRE FILL TO CONFIRM _____	<input type="checkbox"/>	<input type="checkbox"/> MIDGRADE
UNIT NUMBERS REQUESTED _____ YES _____ NO	<input type="checkbox"/>	<input type="checkbox"/> PREMIUM
ODOMETER READING REQUESTED _____ YES _____ NO	<input type="checkbox"/>	<input type="checkbox"/> DIESEL
	<input type="checkbox"/>	<input type="checkbox"/> _____

Please read the following and sign.

- 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.
- I agree to complete and sign the necessary account application form.
- 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.
- 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).
- For Manitoba users of marked fuel:** As the purchaser of marker fuel in the Province of Manitoba, I fully understand and agree that marked fuel must be purchased solely for the purposes authorized under *The Fuel Tax Act* and that any unauthorized use may result in prosecution.

SIGNING BY CORPORATE APPLICANT

Full Corporate Name

By: _____
 Authorized Signature

By: _____
 Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

SIGNING BY APPLICANT WHO IS AN INDIVIDUAL OR PARTNERSHIP

SIGNED AND DELIVERED in the presence of:

Signature of Sole Proprietor or Partner

Signature of Partner

Signature of Witness

Signature of Partner

Print Name of Witness

Date: _____

Date: _____



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.