



SMITH FUEL SERVICES

250-785-3466

CREDIT APPLICATION COMPLETION GUIDE

TO SMITH FUEL SERVICES LTD

9516 78TH STREET FORT ST. JOHN, B.C. V1J 4J9

EMAIL : cardmaintenance@smithfuelservices.ca FAX: 250-785-3467

To obtain a Credit Account with Smith Fuel Services Ltd, please complete the attached Credit Application and all attached, relevant documentation.

If you require access to Dyed Fuel Products from any of our B.C. locations, please complete the B.C. Coloured Fuel form (FIN 430) and or the Certificate of Farmer Certificate (Property Tax Folio number required & must be requested separately).

Application processing and credit review will be completed, and the customer notified with three (3) business days.

If you require fuel cards to access our cardlock network, please provide the following:

- The number of fuel cards required.
- Fuel type (s) required: Clear Diesel, Coloured Diesel and/or Gasoline
- Select a PIN (optional – we can assign the PIN)

Please provide payment information: Driver License front and completion of the Pre-Authorized Debit form with a copy of Void Cheque or, a print out from of account information from your financial institution.

Should you have any questions or concerns, please contact our team:

Phone: 250-785-3466

Email: cardmaintenance@smithfuelservices.ca



SMITH FUEL SERVICES

250-785-3466

9516 78th Street Fort St. John, B.C. V1J 4J9

Credit

Application

Name (IF INCORPORATED OR PARTNERSHIP, PROVIDE FULL REGISTERED NAME)			
PLEASE IDENTIFY BUSINESS TYPE (CORPORATION, PARTNERSHIP OR PROPRIETORSHIP)			
BUSINESS ADDRESS			
CITY	PROVINCE	POSTAL CODE	TELEPHONE
EMAIL ADDRESS			
DO YOU OWN OR RENT?	IF OWN, INDICATE MORTGAGE COMPANY	IF RENT, INDICATE LANDLORD	
TYPE OF BUSINESS	YEARS OPERATING UNDER THIS NAME	IF LESS THAN 1 YEAR, PREVIOUS BUSINESS NAME	
PRIMARY CONTACT		PRIMARY CONTACT EMAIL ADDRESS (IF OTHER THAN ABOVE)	

FINANCIAL INFORMATION

BANK NAME	BRANCH ADDRESS	TELEPHONE	FAX NUMBER	ACCOUNT NUMBER
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CREDIT REFERENCES

PRESENT FUEL SUPPLIER	ADDRESS	TELEPHONE	FAX NUMBER	ACCOUNT NUMBER

APPLICABLE TAX EXEMPTIONS	APPLICABLE TAX EXEMPTIONS	TAX EXEMPTION NUMBER
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ESTIMATED AVERAGE MONTHLY PURCHASES \$	ESTIMATED PEAK MONTHLY PURCHASES \$
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Applicant agrees to fully comply with the current credit terms as may dictated by Smith Fuel Services, as amended from time to time.

Applicant warrants and certifies that all information provided is true, complete and correct, and does not omit or inaccurately state any information or facts reasonably required to properly assess the creditworthiness of the applicant(s).

Personal information may be required to approve credit for your company. I authorize Smith Fuel Services to obtain personal credit reports and other credit information (the "information") on me and the corporation, partnership or other entity (the "Company") of which I am principal. I acknowledge that the authorization is granted in connection with the application for credit for the company or, personal account application. I consent to the collection, use and disclosure of the information by Smith Fuel Services to assess my financial status, creditworthiness and the ability to guarantee the obligations of the Company to Smith Fuel Services. Each principal of the Company is required to sign this application and is bound by this authorization and consent. THE UNDERSIGNED PRINCIPALS AND COMPANY ACKNOWLEDGE HAVING READ AND AGREED TO THE ADDITIONAL TERMS AND CONDITIONS OF CREDIT ATTACHED TO THIS AGREEMENT, AND AGREE THAT THEY AND THE COMPANY SHALL BE JOINTLY AND SEVERALLY AS CO-CUSTOMERS AND CO-PURCHASERS, AND WE WILL INDEMNIFY FOR ANY DEBTS INCURRED WHETHER OR NOT THE INVOICE OR PURCHASE ORDER IS MADE OUT SOLELY TO THE COMPANY. I acknowledge that, as a condition of granting or maintaining credit to the Company, Smith Fuel Services may require the undersigned principal or others to execute an additional stand alone personal guarantee of the obligations of the Company to Smith Fuel Services, or sufficient security as may deemed necessary by Smith Fuel Services.

NAME	POSITION	S.I.N. (OPTIONAL)	ADDRESS
NAME	POSITION	S.I.N. (OPTIONAL)	ADDRESS

SIGNATURE	DATE (YYYY-MM-DD)
SIGNATURE	DATE (YYYY-MM-DD)

ADDITIONAL TERM AND CONDITIONS OF CREDIT

This Application for Credit shall apply to any and all credit extended by Smith Fuel Services Ltd. ("Smith Fuel"). The credit applicant and its signing individual representatives/principals (collectively, the "Applicant") jointly and severally covenant, understand and agree to the following terms and conditions:

1. Applicant shall comply with and remain within the stated credit terms as dictated from time to time by Smith Fuel (if any). Representatives of Smith Fuel are not authorized to change or adjust credit terms without written authorization of their supervising credit manager. This amount may be changed or credit reduced or eliminated at any time by Smith Fuel upon written or verbal notice to Applicant, and Smith Fuel shall have the right to demand payment of all amounts outstanding and the value of any pending orders on a COD basis before making further shipments to Applicant. If Applicant is delinquent, Smith Fuel reserves the right to revoke any credit extended to Applicant and/or retain and/or dispose of any inventory or other assets provided by Applicant without notice.
2. If amounts due are paid within the above terms of credit, interest is waived. However, if amounts due are not paid in full within the terms of credit, the entire balance shall be subject to an interest charge from invoice date at the rate of 1.5% per month (18% per annum nominal rate of interest), calculated and compounded monthly, until payment in full is received by Smith Fuel. In the event that this charge exceeds the 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.
3. All pertinent charges for freight, transportation, shipping, storage, handling, insurance, demurrage or similar charges shall be wholly borne by Applicant unless otherwise agreed to in writing by both parties. Applicant shall indemnify, hold harmless, and, if so requested by Smith Fuel, defend Smith Fuel against all claims ("Claims") directly or indirectly arising out of or connected with the products purchased from Smith Fuel. Claims refers to all losses, actions, and suits, whether in contract or in tort, whether caused by Smith Fuel's negligence or otherwise, and whether based on a theory of strict liability of Smith Fuel or otherwise, and includes, but is not limited to, matters arising out of or connected with; (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession maintenance use, condition, return or operation of fuel or equipment or services; and (b) all environmentally related liabilities and contamination clean up obligations, prosecutions or actions incurred by or made by any person or authority in any way relating to the seepage, spillage, or leakage or other loss of fuel including without limitation, as a result of spillage by Applicant or its employees, contractors or agents.
4. Applicant agrees to bear all costs incurred by Smith Fuel in 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).
5. The Applicant consents to the obtaining of credit and/or personal information as may be required in connection with the credit hereby applied for or any renewal or extension thereof, and use and to the disclosure of any information above or trade information concerning the Applicant, its officers or affiliated entities to any credit report agency or otherwise for the purposes of assessing credit risk, reporting arrears status or enforcing payment of amounts in arrears.
6. All terms, conditions, warranties, or representations, either express (advertisement, catalog or other Smith Fuel publication or otherwise) or implied (by common law, statute or otherwise), relating to the accuracy, merchantability, fitness for a particular purpose or otherwise in relation to the provision of goods or services are disclaimed and excluded to the greatest extent permitted by law. The goods and services are provided on an AS IS basis and Smith Fuel disclaims any and all implied warranties or conditions with respect to the goods or services. The liability of Smith Fuel, 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 respect of which the cause of action arose. Smith Fuel may, at its option, replace, repair or refund any defective goods or services provided Applicant gives Smith Fuel thirty (30) days' prior written notice of any defective goods or services, and provided Applicant has not altered, misused or unreasonably used said goods or services. Neither party shall be liable to the other for special, 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.

7. Unless otherwise agreed to in writing by the parties, full risk of loss (including transportation delays and losses) shall pass to Applicant upon delivery of goods sold or rented to the designated F.O.B. point, regardless of whether or not Smith Fuel pays freight. Smith Fuel retains title and is granted a purchase money security interest, for security purposes only, to all goods until paid for in full, and Smith Fuel may, at its option, repossess the same upon Applicant's default in payment hereunder and charge Applicant for any deficiency. In the case of goods or assets of the Applicant howsoever left in Smith Fuel's possession, Smith Fuel is granted a security interest to ensure payment in full of all amounts owing to Smith Fuel, and Smith Fuel may, at its option, repossess or enforce its rights against same upon Applicant's default in payment hereunder and charge Applicant for any deficiency.

10. In the event that Applicant requests or agrees to store goods, inventory, equipment or other assets on the premises of Smith Fuel or under the direct or indirect control or supervision of Smith Fuel, whether such arrangement is gratuitous or for consideration, in all such cases: (a) Smith Fuel shall not be responsible for any loss or damage, except as may be provided in this Agreement, and then only if Applicant had obtained confirmation of amount and initial condition of the assets upon delivery to and receipt by Smith Fuel; and (b) Smith Fuel shall have no implied or other obligations to take reasonable or other steps to safeguard or protect the assets of the Applicant. For greater certainty, in no event shall Smith Fuel be liable for loss, damage or theft of the Applicant's assets on or from Smith Fuel's premises or storage yard.



SMITH FUEL SERVICES

250-785-3466

ACKNOWLEDGEMENT AND CONSENT

TO SMITH FUEL SERVICES LTD (the "PAYEE")
9516 78TH STREET FORT ST. JOHN, B.C. V1J 4J9
EMAIL : manager@smithfuelservices.ca FAX: 250-785-3467

I hereby authorize Smith Fuel Services Ltd. (SFS) to obtain personal credit reports and credit information on me (the "Information"). This authorization is granted in connection with the application for credit for _____ (the "Company") of which I am principal.
(Full Legal Name of applicant Company)

I acknowledge that the Information will be used by Smith Fuel Service to assess my financial status, creditworthiness and to guarantee the obligations of the Company to Smith Fuel Services. I acknowledge that, as a condition of granting credit to the Company, Smith Fuel Services may require that I execute a personal guarantee of the obligations of the Company to Smith Fuel Services Ltd.

_____(Please sign here)

Please print your full name, address and title below.

(Full Name)

(Address)

(Telephone Number)

(City)

(Province)

(Postal Code)

This form must be returned with your application for credit. A separate form is required for each principal of the Company.



SMITH FUEL SERVICES

250-785-3466

PRE-AUTHORIZED DEBIT (PAD) PLAN

PAYOR AUTHORIZATION

TO SMITH FUEL SERVICES LTD (the "PAYEE")
9516 78TH STREET FORT ST. JOHN, B.C. V1J 4J9
EMAIL : ar@smithfuelservices.ca FAX: 250-785-3467

To Direct Debit an Account with: Business Personal
Business Entity Account holder _____ (the "PAYOR")
(Full Legal Name – Account Holder)

(Exact Name in which Business Entity / Personal Account is Held – Business / Personal Name)

(Address) (Telephone Number)

(City) (Province) (Postal Code)

(Smith Fuel Services Customer Number)

(Contact Name for Payment Advise Notification) (Email Address or Fax Number)

Financial Institution: _____ (the "PAYOR'S BANK")
(Name) (Address)

(City) (Province) (Postal Code)

(Account No.) (Branch No.) (Institution No.)

The undersigned PAYOR authorizes the PAYEE to debit the above account at the above indicated branch of the PAYOR'S BANK, in payment of the following business or personal transactions:

- Variable Purchases of Lubricants
- Variable Purchases made on Smith Fuel Services (KTTH / SFS) Cardlock Card Platforms
- Variable Purchases of Fuel and Related Products and Services
- Variable Other Charges as may occur (Equipment Rental, Cartage & Fees)

Under the terms and conditions agreed to between the PAYOR and the PAYEE.

Debits may be drawn on the account at any time and for amount, until the Authorization is effectively cancelled, revoked or terminated.

The PAYOR'S BANK is not required to verify that any debits drawn by the PAYEE are in accordance with this Authorization or the agreement made between the PAYOR and the PAYEE.

It is acknowledged that in order to revoke the Authorization the undersigned PAYOR must provide written notice to the PAYEE. This Authorization may be cancelled at any time upon written notice by the PAYOR to the PAYEE. This Authorization applies only to method of payment and cancellation of this Authorization by the PAYOR shall not cancel or have any other effect on the underlying agreement made between the PAYOR and the PAYEE.

A cancellation form, and further cancellation information can be found at www.cdnpay.ca

The PAYOR will notify the PAYEE promptly in writing if there is any change in the above account information or if the Authorization is to be terminated.

Subject to review, a \$40.00 fee may be charged for each returned or stopped payment.

It is acknowledged that with respect to variable amount debits to the above account the PAYOR agrees to the waiver of the 10-day pre-notification period.

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with the PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca.

The PAYOR acknowledges that delivery of this Authorization to the PAYEE constitutes delivery by the PAYOR to the PAYOR'S BANK, and any delivery to the PAYEE constitutes delivery by the PAYOR. It is warranted by the undersigned that all persons whose signatures are required to sign on the above account have signed this Authorization. Receipt is acknowledged by the undersigned PAYOR or a signed copy of this Authorization.

The PAYOR consents to the collection, use and disclosure by PAYEE of personal information provided by the PAYOR for the purpose of administering the pre-authorized debit plan in accordance with this Authorization.

PAYOR Accountholder – Name (Date)

Authorized Signature Authorized Signature

Name and Title Name and Title

Please attach a "blank", "void" cheque drawn on the above account.

Return to Email: ar@smithfuelservices.ca

FAX: 250-785-3467



Key to the Highway Card Agreement

This agreement contains the terms and conditions governing the use of the Key to the Highway Card (the "Card") issued by Smith Fuel Services Ltd. and having an address at 9516 78 Street Fort St. John, B.C. V1J 4J9 as of the date indicated on your application.

WHEREAS Smith Fuel Services & Imperial Oil have a number of facilities (the "Cardlock facilities") for the purpose of dispensing certain petroleum products to its commercial customers.

AND WHEREAS Customer wishes to purchase through the Cardlock facilities the petroleum products specified in this Smith Fuel Services/Imperial Oil (Key to the Highway Card Agreement")

WITNESSES that in consideration of the premises and the agreement herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows.

- | | |
|---|---|
| <p>1. Sales</p> <p>(a) Smith Fuel Services/Imperial Oil agrees to sell and Customer agrees to purchase, subject to terms and conditions contained within this agreement, such motor fuels including motor gasolines, diesels and other petroleum products as Smith Fuel Services/Imperial Oil makes available at various locations in Canada.</p> <p>(b) Smith Fuel Services/Imperial Oil may authorize the use of the card to purchase Diesel Exhaust Fluid ("DEF") directly from the owner's or operator's of participating cardlock facilities who have agreed to accept the Card for DEF purchases (the "Dealer's"). Payment for Customer's purchases of DEF shall be in accordance with section 3 hereof. Any sales of DEF to Customer are performed by such Dealer as an independent dealer and not as an agent, servant, or employee of Smith Fuel Services/Imperial Oil and without limiting the generality of the foregoing, Smith Fuel Services/Imperial Oil makes no representations or warranties, whether express or implied, with respect to the DEF purchased by Customer from a Dealer.</p> <p>2. Volume – Customer agrees that this is a limited volume commercial fuel Card with a credit limit established by Smith Fuel Services/Imperial Oil and further agrees to use this Card solely for fueling into its commercial vehicles only. Customer agrees to be responsible for all product sales recorded with the Card.</p> <p>3. Payment – Customer shall pay cash before it purchases the products or Smith Fuel Services/Imperial Oil may as its option, sell products to Customer on credit with such credit terms as Smith Fuel Services/Imperial Oil may from time to time specify. A charge of eighteen percent (18%) per annum (being 0.050% daily) or other such charges as Smith Fuel Services/Imperial Oil may from time to time advise may be applied to any balance overdue at month end. Smith Fuel Services/Imperial Oil may as its option at any time cancel Customer's credit and decline to allow Customer to purchase products on credit under this Agreement. Customer shall be liable for and hereby agrees to pay Smith Fuel Services/Imperial Oil the purchase price for all purchases made through the use of each Card, plus a transaction fee as determined by Smith Fuel Services/Imperial Oil from time to time.</p> <p>4. Default – If Customer fails to make any payment for the products when such payment is due (time being of the essence) or if Customer fails to observe or perform any other of the provisions of this Agreement, Smith Fuel Services/Imperial Oil may, at its option do one or both of the following (i) cancel Customer's credit until such breach is cured by Customer or (ii) terminate this Agreement.</p> <p>5. Use – The Card is for use at Cardlock facilities and is not accepted at Imperial Oil retail service stations in Canada. Customer agrees that it and its servants and agents will use the Cardlock facilities and enter onto the said lands entirely at Customer's own risk, and that it will not permit any person to have access to the said lands except Customer's authorized driver and an assistant to such driver. Customer hereby agrees to and undertakes to advise such authorized drivers and their assistants of the safety rules and operating procedures which are specified in Clause 9 to this Agreement.</p> | <p>6. Title to the products shall pass to Customer at the outlet flange of the meter.</p> <p>7. Product Warranty – Smith Fuel Services/Imperial Oil warrants that the motor gasoline's and diesel shall at the time of delivery conform to its specifications therefor, as amended from time to time, Customer shall not assert a claim that a product does not comply with the specifications aforesaid unless Customer gives notice to Smith Fuel Services/Imperial Oil of such non-compliance within forty-eight (48) hours after discovering such non-compliance and further gives Smith Fuel Services/Imperial Oil a reasonable opportunity to inspect and test the product in question. There are no other representations or warranties, express or implied as to the quality merchantability or fitness for a particular purpose of the petroleum products. This provision shall survive termination of this agreement.</p> <p>8. Cards – Customer agrees that the Card or Cards are the property of Smith Fuel Services/Imperial Oil and must be returned to Imperial Oil on its demand and in any event on the termination of this Agreement.</p> <p>In the event of loss by the Customer of the Card to the Cardlock facilities or in the event of the theft of such Card, Customer nevertheless remains responsible for the sales of products registered or recorded on the Cardlock meter. However, Customer upon giving notice to Smith Fuel Services/Imperial Oil of loss or theft of the Card as set out herein, is only responsible for products actually sold and registered or recorded on the Cardlock meter for the first 24 hours following the time that Smith Fuel Services/Imperial Oil received notice of loss or theft of the Card(s), such notice being given by Customer to Smith Fuel Services/Imperial Oil by fax at (250) 785-3467 or by email at cardmaintenance@smithfuelservices.ca Upon the loss or theft of the Card(s). Customer is entitled to obtain replacement Card(s) from Smith Fuel Services/Imperial Oil</p> <p>Customer agrees not alter any Card or to copy, store or otherwise use any electronic information from any Card or Cards unless authorized in writing by Smith Fuel Services/Imperial Oil. Any loss or damages resulting unauthorized use or alteration shall be solely the responsibility of the Customer.</p> <p>9. Safety and Pollution Rules – Each party shall comply with all applicable laws, governmental rules and regulations and orders applicable to the handling, purchasing and delivery of products through the Cardlock facilities. Customer acknowledges that Smith Fuel Services/Imperial Oil has established and accepted standards and practices relating to the proper handling and storage of petroleum products for the protection of the environment and safe operation of the Cardlock facilities, which may exceed those stipulated by law. Customer agrees to observe such standards and practices and without limiting the generality of the foregoing, Customer agrees to comply with the safety and operating rules and regulations which Smith Fuel Services/Imperial Oil may establish from time to time for its Cardlock facilities. Smith Fuel Services/Imperial Oil's current safety and operating rules and regulations are contained on the cardholder attached to your Card.</p> |
|---|---|

Customer agrees that the products will be consumed only in the carrying on of its business and will not be re-sold. Without restricting the generality of the foregoing, Customer agrees not to use or permit or cause the Cardlock facilities to be used for the purpose of refueling any motor vehicles other than commercial vehicles and Smith Fuel Services/Imperial Oil hereby expressly prohibits the use of the Cardlock facilities for that purpose.

Signature: _____



Key to the Highway Card Agreement

10. Non-Performance

(a) Neither party shall be deemed to be in default nor shall be liable for the non-performance of any covenant, agreement or obligation in the Agreement (except Customer's obligation to pay for product delivered hereunder). If such default or non-performance is caused by or is attributable to fire, storm, flood, war, hostilities, sabotage, blockade, explosion, accident, strike, lockout, work stoppage or slowdown, labour disturbance, riot, rebellion, insurrection, act of God or the Queen's enemies, act of any governmental authority, expropriation of or breakdown of or injury to any facilities used in or for the production, transportation, manufacturing, storage, handling, or delivery of the product or the crude oil or other materials from which the product is manufactured or derived ("the crude oil"), any occurrence (whether similar or dissimilar to any of the foregoing) which is beyond the reasonable control of the party affected failure of one or more of Smith Fuel Services/Imperial Oil's usual suppliers to supply all or any part of the product or the crude oil, shortage of the products or the crude oil for any reason, or compliance with any law, rule, regulation, order, request or recommendation of any governmental authority, domestic or foreign, or person purporting to act therefor.

(b) Smith Fuel Services/Imperial Oil shall be under no obligation to make deliveries hereunder at any time when in Smith Fuel Services/Imperial Oil's sole judgement the making of a delivery might cause strikes to be called against it or cause its property to be picked.

11. Indemnity – Customer agrees to indemnify and save harmless Smith Fuel Services/Imperial Oil of from and against any and all losses, costs, expenses, damages, claims, actions and causes of action arising out of resulting both the use by anyone of Customer's Card(s) in the Cardlock facilities within the first 24 hours following the time that Esso has received notice from Customer of loss of Card(s). such notice being given by Customer to Smith Fuel Services/Imperial Oil.

12. Insurance – Without in any way limiting the indemnity above given by Customer to Smith Fuel Services/Imperial Oil. Customer agrees to take out and maintain and ensure its owner-operators take out and maintain for the duration of this Agreement, automobile liability insurance covering all vehicles using he Cardlock facilities, with limits for:

- bodily injury including passenger hazard and
- property damage of not less than \$5 million inclusive of any one accident.

Customer further agrees that any third party liability insurance required to be taken out by Customer under the terms hereof shall contain a waiver by the insurer of any right of subrogation it may have as against Smith Fuel Services/Imperial Oil.

13. Miscellaneous – Smith Fuel Services/Imperial Oil shall not be liable for any special or consequential damages arising from any branch of its obligations under this Agreement. It is expressly agreed that the sales of products shall be governed solely by the provisions of this Agreement and not by the provisions of any purchase order. Customer may give to Smith Fuel Services/Imperial Oil either before or after the date of this Agreement whether or not such purchase order is or purports to be accepted by Smith Fuel Services/Imperial Oil. Any notice given under this Agreement, except notice under section 8 hereof, shall be given in writing and faxed to (250) 785-3467 or delivered or mailed to the respective parties at their addresses first set forth above or at such other address a either party may designate to the other by notice in writing. If a notice is mailed it shall be deemed to have been received on the second business day following the date of mailing. This Agreement shall be read with such change in number and gender as the context or the reference to the parties hereto may require. The clause headings are inserted for convenience of reference and shall not govern or affect the interpretation of this Agreement. This Agreement shall be construed in accordance with and be governed by the laws of British Columbia. This Agreement shall be binding on and ensure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns but shall not be assigned by Customer without Smith Fuel Services/Imperial Oil's prior written consent

14. For the purpose of this Agreement the fact that the Card has been issued replaces the need for Smith Fuel Services/Imperial Oil's signature and he use of this Card by the Customer is conclusive proof of the Customer's acceptance of the terms and conditions contained herein.

16. Your data will be hosted; used and processed by a third party service provider located in the USA.

Signature: _____



SMITH FUEL SERVICES

250-785-3466

Cardlock Safety and Operating Rules

TO SMITH FUEL SERVICES LTD

9516 78TH STREET FORT ST. JOHN, B.C. V1J 4J9

EMAIL : cardmaintenance@smithfuelservices.ca FAX: 250-785-3467

1. Turn off engine and all auxiliary power sources.
2. Park vehicle with brake on and "in gear" or "park" as applicable.
3. No Smoking or operating cellular phones while refueling.
4. Insert Card – Follow prompts as directed.
5. Remove nozzle from dispenser pump.
6. Insert nozzle into vehicle fuel tank and refuel.
7. Do not leave nozzle unattended while refueling.
8. When refueling is complete, replace nozzle to fuel dispenser (pump).
9. Turn off dispenser (pump).
10. Follow dispenser (pump) shut down procedures as posted.
11. Take receipt where requested and available (in town)
12. Start vehicle and move away from dispenser (pump).
13. If vehicle will not start, push or tow 100 feet (30 meters) from dispenser (pump) before boosting battery.
14. If there is a fuel spill, follow the procedures posted at the dispenser (pump).
15. If there is an emergency at the dispenser (pump), follow the emergency response guidelines posted at the dispenser (pump).

Card Holder Acknowledgement Signature: _____

Should you have any questions or concerns, please contact our team:

Phone: 250-785-3466

Email: cardmaintenance@smithfuelservices.ca



COLOURED FUEL CERTIFICATION (INCLUDES MARINE DIESEL AND LOCOMOTIVE FUEL)

under the *Motor Fuel Tax Act*

GENERAL INQUIRIES

Toll-free in Canada: 1 877 388-4440

Email: FuelTax@gov.bc.ca

For more information, please see **Bulletin MFT-CT 003, Coloured Fuels** or visit our website at gov.bc.ca/salestaxes and go to **Motor Fuel Tax and Carbon Tax**

Freedom of Information and Protection of Privacy Act (FOIPPA)

The personal information on this form is collected for the purpose of administering the *Motor Fuel Tax Act* under the authority of section 26(a) of the FOIPPA. Questions about the collection or use of this information can be directed to the Manager, Program Services, PO Box 9442 Stn Prov Govt, Victoria BC V8W 9V4 (telephone: toll-free at 1 877 388-4440).

INSTRUCTIONS FOR SELLERS

You must obtain a completed and signed copy of this certification form before you sell coloured fuel, marine diesel or locomotive fuel to a purchaser for their own use:

- through a cardlock (including at a terminal rack or bulk plant), or
- in an amount greater than 45 litres.

You must keep this certification on file. You may make additional sales of fuel based on this certification if:

- the information on this certification is current, and
- you can link each sale to this certification (e.g. by an account or reference number).

You do not need to obtain this certification if you:

- transfer the fuel directly into the supply tank of a ship that is in or on the water,
- sell the fuel to a farmer that has provided you a completed and signed *Certificate of Exemption – Farmer (FIN 458)*, or a copy of their valid Farmer Identify Card issued by the BC Agricultural Council, or
- sell the fuel to a purchaser for resale (they must be an authorized coloured fuel seller to purchase coloured fuel for resale).

If a certification is required and you have not obtained one from a purchaser, you must collect tax from the purchaser on the sale of the fuel at the clear motor fuel tax rate (i.e. the same rate as clear gasoline or clear diesel) not at the rate of 3 cents per litre. For information on tax rates, see **Bulletin MFT-CT 005, Tax Rates on Fuels**. If the tax you collect is greater than the security you paid on the fuel, you must remit the additional tax.

If you sell coloured fuel, marine diesel or locomotive fuel without obtaining the required documentation and do not collect tax at the clear fuel rate, you may be subject to a penalty equal to the difference between the tax you collected and the tax you were required to collect, as well as additional penalties and interest.

Please Note: You may sell coloured fuel to a farmer exempt from motor fuel and carbon tax if:

- you are delivering the fuel to a storage receptacle on the farmer's farm or the farmer is purchasing on account from a terminal, bulk plant or cardlock, and
- the farmer provides you with one of the following:
 - a completed and signed *Certificate of Exemption – Farmer (FIN 458)*, or
 - a copy of their valid Farmer Identify Card issued by the BC Agricultural Council.

INSTRUCTIONS FOR PURCHASERS

If you are purchasing coloured fuel, marine diesel or locomotive fuel for your own use, you must complete this certification, or an alternative as described above in the case of a farmer, to certify that you will use the fuel for an authorized purpose. You must provide this form, or the alternative, **to the fuel seller.**

If you do not provide this certification to the fuel seller before purchasing the fuel as required, you must pay tax at the clear motor fuel tax rate (i.e. the same rate as clear gasoline or clear diesel). The only exceptions are if:

- you are purchasing 45 litres of fuel or less,
- you are purchasing the fuel for resale, or
- the seller is transferring the fuel directly into the supply tank of your ship that is in or on the water.

If you purchase coloured fuel and pay tax at the clear fuel rate because you did not complete this certification, you may be eligible for a refund. The refund is for the difference between the tax you paid and 3 cents per litre if you use the coloured fuel for an authorized use. For more information, please see **Bulletin MFT-CT 003, Coloured Fuels**.

Please Note: You cannot purchase coloured fuel for resale unless you are authorized as a coloured fuel seller. For more information, see **Bulletin MFT-CT 001, Fuel Sellers**.

COLOURED FUEL

I am purchasing coloured fuel ONLY for the following authorized uses (**check (✓) all intended uses**):

- a ship
- a locomotive
- tractor used **off highway**
- any of the following industrial machines when used **off highway**:
 - fork-lifts
 - front-end loaders
 - lumber carriers
 - bulldozers
 - shovels
 - backhoes
 - crushers
 - any machine equipped with caterpillar tracks
 - earth compactors
 - graders
 - grass mowers
 - rollers
 - skidders
- a stationary or portable engine (for example, a generator or a portable sawmill)
- a road building machine (for example, an asphalt paving machine, a self-propelled compressor) used within a highway project area, or used by, or for, the government for constructing or repairing government maintained roads (including forestry and mining roads on Crown land)
- a motor vehicle that is not licensed to operate on a highway, including unlicensed snowmobiles and all-terrain vehicles (ATVs)
- a commercial motor vehicle (other than a pick-up truck) when used **off highway** for transporting drilling rigs, equipment and supplies, fuel, water, well-servicing equipment/supplies, geophysical and seismic equipment/supplies for persons **actively engaged in exploring or drilling for petroleum and natural gas**
- farm vehicles that have a farm licence plate (also known as an "A" or "G" plate) when operated for farm purposes on a highway by, or on behalf of, a farmer
- a tractor when used on a highway for, or by, a farmer for the farmer's farm
- a motor vehicle used **off highway by the logging industry**, such as:
 - trucks used for hauling logs or lumber
 - crew crummies or buses used for the transportation of company employees, contractors or agents of the company, or employees of the contractors and agents
 - fire trucks used as fire trucks
 - ambulances used as ambulances
- a motor vehicle used **off highway by the mining industry** in a mineral/mining operation, such as:
 - trucks used for transporting minerals
 - crew crummies or buses used for the transportation of company employees, contractors or agents of the company, or employees of the contractors and agents
 - fire trucks used as fire trucks
 - ambulances used as ambulances

MARINE DIESEL AND LOCOMOTIVE FUEL

I am purchasing (**check (✓) if applicable**):

- marine diesel for use in a ship
- locomotive fuel for use in a locomotive or other vehicle run on rails

CERTIFICATION

By signing this form, I certify that I will use fuel for the authorized use(s) identified above.

I acknowledge that if:

- I purchase or use coloured fuel for a purpose that is not authorized under the *Motor Fuel Tax Act*, I must pay tax in accordance with section 15(3) of the *Motor Fuel Tax Act* and I may be subject to penalties equal to the greater of:
 - three times the tax that would have been payable if the fuel had not been coloured, and
 - up to \$1,000 per day per vehicle.
- I make a false statement on a form required under the *Motor Fuel Tax Act*, I may be subject to a fine of up to \$10,000 and/or imprisonment for up to two years.

FULL LEGAL NAME OF THE PURCHASER	IF A BUSINESS, NAME AND TITLE OF SIGNING AUTHORITY	ACCOUNT NUMBER – For Seller's Use Only (<i>if applicable</i>)
MAILING ADDRESS (<i>include street or PO box, city, province and postal code</i>)		TELEPHONE NUMBER ()
SIGNATURE X	DATE SIGNED YYYY / MM / DD	



SMITH FUEL SERVICES

250-785-3466

REMOTE CARDLOCK LOCATION LINKS

Wonowon BC (Mile 101 Alaska Hwy)

<https://goo.gl/maps/72jx63Y98V7ScDcd8>

Mile 127 Alaska Hwy (Horizon Camp)

<https://goo.gl/maps/Hhcj1QXZBUXceUzv9>

Mile 135 Alaska Hwy (200 meters off Hwy, Right at Y)

<https://goo.gl/maps/jHEp6CmecBSJRBMZ6>

Mile 147 Alaska Hwy (Sasquatch Crossing)

<https://goo.gl/maps/fDo43jJf4rurTxon9>

Laprise Road KM 22.5 (Hall North Camp)

<https://goo.gl/maps/MJ96mYfS4oRh4a6i9>

Kobes Creek Road Km46.5, Right Km3 Camp Road (Horizon Camp)

<https://goo.gl/maps/YCZergoBys3DhvuZA>

Sanataa Road KM 15 (Horizon Camp – CURRENTLY CLOSED)

<https://goo.gl/maps/b2BLZdcBYVQDEjEs9>