



### CREDIT APPLICATION

APPLICANT PORTION – Complete this section in full and return to your Sales Representative. Omissions will cause delays. For the purpose of becoming an authorized Phoenix Petroleum Ltd. customer and establishing open account credit terms, the undersigned Applicant furnishes the following information:

|  |  |   |                          |
|--|--|---|--------------------------|
| APPLICANT'S LEGAL BUSINESS NAME  |  | TRADE NAME                                |                          |
| BILLING ADDRESS  | CITY   | PROV.                                     | POSTAL CODE              |
| (SHIP TO) ADDRESS Attach separate listing if multiple locations  | CITY   | PROV.                                     | POSTAL CODE              |
| PHONE #  | FAX #  | G.S.T                                     | PROVINCIAL SALES TAX NO. |
| A/P CONTACT  | PHONE #  | FAX #                                     |                          |
| EMAIL ADDRESS  |  |   |                          |
| WOULD YOU LIKE TO RECEIVE YOUR INVOICE ELECTRONICALLY (BY EMAIL)? <input type="checkbox"/> YES <input type="checkbox"/> NO |  |   |                          |
| STARTED BUSINESS DATE  | LEGAL ORGANIZATION TYPE<br><input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation | FINANCIAL YEAR END<br>_____ Mo. _____ Yr. |                          |
| IF NEW BUSINESS, PLEASE LIST PRIOR BUSINESS OR EMPLOYMENT  |  | TITLE                                     |                          |

**OWNERSHIP INFORMATION** – List the names of all Applicant's owners, partners, and/or directors and complete all information for each. Attach additional sheets if necessary

|  |   |       |  |
|--|---|-------|--|
| 1- LEGAL NAME  | HOME ADDRESS  |       |  |
| HOME PHONE #   | CELL PHONE  | EMAIL |  |
| 2- LEGAL NAME  | HOME ADDRESS  |       |  |
| HOME PHONE #   | CELL PHONE  | EMAIL |  |
| 3- LEGAL NAME  | HOME ADDRESS  |       |  |
| HOME PHONE #   | CELL PHONE  | EMAIL |  |
| DO YOU:<br><input type="checkbox"/> OWN <input type="checkbox"/> LEASE? (PREMISES)   | NUMBER OF LOCATIONS (ATTACH ADDITIONAL SHEETS IF NECESSARY) |       |  |
| IF LEASED, NAME AND ADDRESS OF LANDLORD  | DATE OF EXPIRY OF LEASE                                     | EMAIL |  |
| HAVE ANY OF THE COMPANY'S PRINCIPALS PREVIOUSLY FILED FOR BANKRUPCY?<br><input type="checkbox"/> YES <input type="checkbox"/> NO |   |       |  |
| PURCHASE ORDER REQUIRED<br><input type="checkbox"/> YES <input type="checkbox"/> NO  |   |       |  |

**BANK REFERENCES** – Please include a voided blank cheque

|           |                       |                |
|-----------|-----------------------|----------------|
| BANK NAME | ADDRESS (STREET/CITY) | ACCOUNT NUMBER |
| PHONE     | FAX                   |                |



## TERMS AND CONDITIONS

While there is no fixed monetary limit on the credit that will be extended under this agreement, the customer is expected to use such credit only for the company's reasonable requirements.

Customer will notify 30 days in advance should customer vacate the premises.

Service charges are applicable to accounts not paid within the 30 day terms and are assessed at 1.5% per month (18% per year) on the total balance 30 days or more past due.

Acceptable forms of payment are cash, cheque, money order, Visa or MasterCard. A surcharge of 2.5% may be applied to credit card payments of \$5000.00 or more.

I the undersigned authorize Phoenix Petroleum Ltd. to verify the information contained in this request including authorization to obtain credit report.

I also authorize the persons named as references as well as my bank to give additional information which is considered necessary in obtaining my margin of credit.

If the applicant opens or acquires additional retail outlets, applicant must submit to Phoenix Petroleum Ltd. a separate application for each additional location.

Phoenix Petroleum Ltd. approval of this application does not guarantee Phoenix Petroleum Ltd.'s approval of any other outlet location. That, unless otherwise agreed to in writing Phoenix Petroleum Ltd. retains ownership (Security Interest) of all merchandised shipped or utilized until paid for in full by the applicant.

### Default and collection charges:

I further agree to pay actual collection costs and expenses incurred including any and all legal fees and disbursements and/or collection agency costs and/or any other similar related costs incurred by Phoenix Petroleum Ltd. in recovering payment; all on a full indemnity basis.

### 3<sup>rd</sup> Party Authorization:

My signature also authorizes all employees of \_\_\_\_\_ to give instructions and incur costs on my behalf, as may be required from time-to-time. Prior confirmation by me is not required. Any applicable charges or costs will be charges to this account and payable within normal terms as agreed by me.

### **TERMS:**

**I, the undersigned, as an authorized officer of the company named hereon understand and agree to all of the above terms and conditions. I agree that all purchases will be paid according to the states terms on the invoice, and further agree to pay a service charge of 1.5% per month (18% per year) on all past due amounts. I hereby wave any right to limit the release and disclosure by Phoenix Petroleum Ltd. of its credit history, including but not limited to the applicant's credit reports, to third parties which Phoenix Petroleum Ltd. shares credit information. I also give my consent to Phoenix Petroleum Ltd. to obtain such credit reports or other information as they deem necessary for granting and monitoring credit risk as it pertains to this application.**

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: \_\_\_\_\_



.....**PERSONAL GUARANTEE**

In consideration of the extension of credit by Phoenix Petroleum Ltd. to the Applicant, the undersigned does jointly and severally guarantee to pay and be responsible for payments of all sums, balances and accounts due by Applicant, including administration charges and collection charges. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Phoenix Petroleum Ltd., without obtaining any consent thereto, and until expressly revoked by written notice from the undersigned to Phoenix Petroleum Ltd.. Any such revocation shall not in any manner affect the undersigned liability as to any indebtedness existing prior thereto. The undersigned hereby waives notice of the acceptance of this agreement, notice of default or non-payment and waives action required by any statute, against the Applicant. No delay on Phoenix Petroleum Ltd.'s part in exercising any right hereunder or taking any action to collect or enforce payment of any obligations herein guaranteed, either as against the Applicant or any other person primarily or secondarily liable with the Applicant shall operate as a waiver of any such right or in any manner prejudiced Phoenix Petroleum Ltd.'s rights against the undersigned. The undersigned agrees that in the event of any default at any time by said Applicant, Phoenix Petroleum Ltd. shall be entitled to look to the undersigned immediately for full payment without prior demand or notice. Upon the request of Phoenix Petroleum Ltd. an additional form may be completed if necessary.

The guarantor consents to register and/or otherwise secure this guarantee.

Name of Guarantor: \_\_\_\_\_ Signature of Guarantor: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

Date: \_\_\_\_\_