

## COMMERCIAL PETROLEUM ACCOUNT(S) USER AGREEMENT

The following are the terms and conditions of the agreement between Federated Co-operatives Limited ("FCL") and the person (the "Customer") to whom the enclosed FCL cardlock card(s) or FCL commercial fleet card(s) (collectively the "Card(s)") are issued.

**The use by the Customer of the Card(s) indicates the Customer's acceptance of these terms and conditions.**

1. **Use of Card(s).** The Customer may use the Card(s) to obtain products for which the Card(s) are authorized from FCL outlets and participating retail co-operatives, TEMPO and independent dealers within the geographical area for which the Card(s) are authorized. The Customer is solely responsible for the actions of anyone it authorizes, permits or allows to use the Card(s). The Customer is responsible for the safe and secure storage and handling of all Card(s) issued to them, whether in use or not.
2. **Ownership of Card(s).** FCL, at all times, retains ownership of the Card(s). FCL, or its agent, may retake possession of the Card(s) at any time before, on or after termination of this agreement. Upon termination of this agreement, the Customer agrees to return the Card(s) to FCL.
3. **Credit Limit.** The Customer acknowledges it has been notified of its credit limit by letter from FCL. The Customer agrees not to make purchases on its account(s) when the amount of the purchase and any balance then outstanding would in total exceed the credit limit. The Customer is responsible for all amounts charged on their account(s) and Card(s) irrespective of whether or not it is over their credit limit.
4. **Multiple Cards.** If the Customer has more than one Card, the Customer is responsible for all purchases made on any of the Card(s).
5. **PIN Privacy.** The Customer agrees to keep the Card's security code (PIN) strictly confidential and further agrees that only the Customer will know and use the PIN. The Customer will not disclose the PIN (unless cancelling a card - see paragraph 6). The Customer agrees specifically not to write the PIN on the Card(s). If the Customer suspects or knows that PIN privacy has been compromised, the Customer shall notify FCL as set out in Paragraph 11 Notices. Until the Customer notifies and is acknowledged by FCL, the Customer is liable for all transactions made with the Card(s).
6. **Lost or Stolen Card(s).** If the Card(s) are lost or stolen, the Customer is liable for all transactions made with the Card until the Customer notifies and is acknowledged by FCL as outlined in Paragraph 11 that the Card(s) are lost or stolen. Card(s) can also be cancelled by calling 1-888-882-5678. For this you must provide your account number, card number and PIN; then, follow up with notice as outlined in Paragraph 11.
7. **Payment.** Accounts are due when rendered. A monthly statement is forwarded at month end outlining invoices processed in that month. Payment of the statement balance in full is required in the FCL home office no later than the last business day of the following month. Any account not paid within the above terms is subject to late payment service charges compounded at 2% per month (26.82% effective annual rate), charged back to the statement date upon which the overdue invoice(s) first appeared. Payments by credit card are not accepted. To meet minimum program requirements, at least \$500 product on average must be purchased monthly. FCL may, from time-to-time, change the credit terms upon 30 days written notice to Customer. Payments which do not retire the statement balance in full will be applied first to interest and secondly to reduce the principal outstanding. The Customer agrees to pay all costs and expenses incurred by FCL in the collection of any past due account including any charges or fees of any collection agent, NSF payment charges and legal fees on a solicitor-and-client basis.
8. **Remedies for Default.** If the Customer does not make payment when due; is otherwise in default under this agreement; becomes insolvent or bankrupt; if the Customer's monthly purchases of petroleum fuel do not meet the minimum program requirement; if a payment is returned NSF; or if the Customer's account exceeds its Credit Limit, FCL may terminate this agreement immediately or may suspend or limit the right of the Customer to use the Card(s).
9. **Supply.** FCL has the right at any time to change the access mechanism or codes at the cardlock pumps. Neither FCL nor any retail co-operative nor any TEMPO dealer or independent dealer is liable to the Customer for any inability by the Customer to obtain any products for any reason whatever.
10. **Cardlock Customer's Technical and Environmental Responsibilities.**
  - a. The cardlock Customer acknowledges that it has received written instructions in: the means of activating dispensing equipment using the Card(s); the proper operation of the dispensing equipment; and the proper use of the emergency shut-off switches. The dispensing equipment at a cardlock is to be used by Customers who have received written instructions only and is not open for the use of the general public. Additional information is available at [www.fcl.ca](http://www.fcl.ca).
  - b. The cardlock Customer agrees it: will not leave the dispensing equipment unattended at any time while it is being operated; will eliminate sources of ignition; and will not dispense petroleum products into containers which do not comply with fire regulations.
  - c. The cardlock Customer agrees to indemnify FCL and the owner of the site from which petroleum products are dispensed against any and all claims, liabilities, demands, damages and causes of action, including all costs and expenses, including legal fees on a solicitor-and-client basis, arising from the use of the Card(s) or the dispensing equipment including injury to a person or persons, death and property damage including environmental contamination of soil or groundwater.

**11. Notices.**

- a. Notice of Lost or Stolen Cards.** In the event of a lost or stolen card, the Customer shall notify FCL by telephone at (306) 244-3407 immediately. If calling after regular business hours (8:00 a.m. to 4:30 p.m. CST, on a regular business day meaning Monday through Friday, excluding statutory holidays), leave a detailed voice mail message. Any notice received outside regular business hours shall be deemed to have been received on the next business day.
- b. Other Notice.** Any notice required to be given under this Agreement, other than notice of lost or stolen Card(s), shall be given in writing and shall be delivered, mailed, faxed or emailed to the respective parties as follows: For FCL, the address is 401 - 22nd Street East, Saskatoon SK, S7K 3M9, attn: Petroleum Department; fax (306) 244-3403; or, email fuelcard@fcl.ca. For the Customer, the address is as listed in its Commercial Petroleum Account Application. The parties may change their address for service at any time by notice in writing. Notice served by hand or by telecommunication shall be deemed to have been given on the business day on which such notice is sent. Notice served by mail shall be deemed to have been given five business days following the date on which such notice is sent except during postal disruption.

**12. Additional Cards.** If, at the Customer's request, FCL issues additional Card(s), they are subject to the provisions of this agreement.

**13. Amendments.** FCL may vary the terms of this agreement at any time by notice to the Customer. Any use of the Card(s) after notice of a change is subject to the varied terms.

**14. Termination.** Either party may terminate this agreement at any time as to future purchases and sales of products and services.