



LETTER OF AGREEMENT
COMMERCIAL CARDLOCK

1-855-368-3611 ar@bensonoil.ca

In consideration of B A Benson & Son Ltd lending cardlock cards and making available use of the cardlock system, the undersigned agree to the following:

- 1) To be responsible for the card(s) and return it/them to B A Benson & Son Ltd. Promptly upon demand.
- 2) To notify B A Benson & Son Ltd promptly at our office if any card(s) is/are lost, mislaid or stolen. Such notice to be given in person or by telephone during normal office hours and confirmed in writing.
- 3) To accept and be responsible for all charges entered against the card(s) on the cardlock system until the card(s) is/are returned to B A Benson & Son Ltd., or notice of its/their loss or theft is received by B A Benson & Son Ltd. as indicated above.
- 4) To pay for purchases when due, based upon the agreed terms of product invoicing, twice per month.

Payments are due 10 days following statement date.

- 5) It is further agreed that in the event:
 - a) the account becomes past due, or
 - b) that the credit limit is exceeded,
 B A Benson & Son Ltd will have the sole arbitrary right to suspend or cancel the account.
- 6) Interest on overdue accounts will be charged on a monthly basis of 2% per month (26.1% compounded) from the due date of a charge to the date its payment is received.
- 7) It is agreed that B A Benson & Son Ltd has the right at any time to terminate this agreement forthwith and demand payment of any monies due to B A Benson & Son Ltd immediately if a breach of any of the terms of this agreement or in the event of insolvency, assignment in bankruptcy, make a bulk sale of assets, cease or threaten to cease to carry on business, make any proposal under the Bankruptcy Act or any similar legislation or make default under the provisions of any instrument creating a mortgage or charge of any assets.
- 8) Customer agrees to permit only responsible, adult persons who have been instructed in the operation of the equipment and in the procedures necessary for the safe handling of petroleum products to utilize the dispensing equipment and to ensure the user will follow all loading procedures and other safety regulations as posted.
- 9) **The undersigned hereby agrees for and in consideration of certain benefits to pass to the undersigned, namely the purchase of fuel, to indemnity and save harmless B A Benson & Son Ltd. From any and all causes of action arising from fuel spills and the value thereof at the cardlock site. To be responsible for damage to, and remediation of the equipment, site, or environment and/or loss of product.**
The responsibility of the customer or employee(s) of the customer includes damage or loss caused by (and not limited to) negligence, malfeasance, accident or misfortune. To report any incident involving the equipment, site, environment or spill of product immediately to B A Benson & Son Ltd. To take immediate measure to contain any spill or product to limit environment damage.

NAME: _____

Signature

Name (Please Print)