

Avenir Energy Rep:

Date (YYYY/MM/DD):

Closest Branch:

Account #:

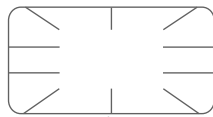
Current Supplier:

Applicant Information			
Applicant's Registered/Legal Company Name		Applicant's Operating Name/Trade Name/Doing Business As Name (If Different From Above)	
Applicant's GST#	Applicant's HST#	Applicant's PST#	
Applicant is a	Corporation	Partnership	Sole Proprietorship Other
Date Applicant was established/registered/incorporated (DD/MM/YYYY)		Applicant is a division of/affiliated with/controlled by	
Nature of the Applicant's business		Years Applicant has been operating under current ownership	
Applicant's Billing Address (Street Address or PO Box)		City/Town	Province Postal Code
Applicant's Delivery Address (if different from above)		City/Town	Province Postal Code
Business Phone	Cell Phone	Fax	E-mail Address (Required for eBilling purposes)
Applicant's Fiscal Year End Date (DD/MM/YYYY)		Financial Statements to be provided?	YES NO
Applicant's Accounts Payable Contact Name		Applicant's Accounts Payable Contact Telephone #	

Applicant's Partners/Principals/Officers				
Full Name of Partner/Principal/Officer	Phone Number	Position Held	Date of Birth (DD/MM/YYYY)	SIN (optional)
1.				
2.				
3.				

Applicant's Credit References (must provide three references)		
Company Name	Contact Name	Telephone Number
1.		
2.		
3.		

Applicant's Bank Information		
Bank	Address	Branch #
Account #	Contact Person Name	Contact Person Telephone #

Applicant's Propane Account Information						
Does Applicant have an existing propane account with Avenir Energy Ltd?		YES	NO	If yes, account number		
Type of Account (check appropriate boxes)		Auto/Direct Delivery		By Request		
Required Propane Storage	420 lb tank	# of tank(s)	500 Gallon tank	# of tank(s)	Other	# of tank(s)
	1000 Gallon tank	# of tank(s)	2000 Gallon tank	# of tank(s)		
Special Tank Configuration	Vertical	Dispenser	Fill Location (check box)  Front of Building	Delivery Risk Rating		
Projected Propane Usage	Litres	or \$		Current Quantity in Tank (per gauge)		

Account Requirements			
Credit Limit Requested (\$)	Purchase Orders Required?	YES	NO
		Statement Required?	YES NO
Other Specific Instructions			
Applicant's Initials		PLEASE REVIEW THE FULL AGREEMENT THEN SIGN AND DATE THE LAST PAGE OF THIS APPLICATION IN ORDER FOR YOUR CREDIT APPLICATION TO BE PROCESSED	

COMMERCIAL PROPANE APPLICATION FOR CREDIT AND SUPPLY AGREEMENT TERMS AND CONDITIONS

NOTE: AT THE DISCRETION OF AVENIR ENERGY LIMITED, TO BETTER ADDRESS CERTAIN SUPPLY OR OPERATIONAL ARRANGMENTS, THE FOLLOWING TERMS AND CONDITIONS MAY BE SUPERSEDED BY AN ALTERNATIVE AGREEMENT, TO BE EXECUTED PRIOR TO THE SUPPLY OF ANY PROPANE

CREDIT REPORT: The Applicant hereby expressly consents to Avenir Energy Limited, together with its affiliates, successors and assigns, (the "Supplier") obtaining a third party credit report and bank references on the Applicant. The Applicant acknowledges that the standing of the Applicant's account with the Supplier may be reported to a credit bureau from time to time.

ACCURACY OF INFORMATION: The Applicant represents and warrants to the Supplier that all of the information contained on page one of this Agreement is complete and correct and agrees to advise the Supplier immediately of any change to any of such information.

PRODUCTS: The Applicant agrees to purchase and receive from the Supplier, and the Supplier agrees to sell and deliver to the Applicant, subject to satisfactory credit approval and the terms and conditions contained herein, propane and related services as indicated on page one of this Agreement (collectively, the "Propane") at the delivery address indicated on page one of this Agreement. The Applicant agrees to use Propane in a safe manner and in accordance with all applicable laws and any information provided by the Supplier.

NO OBLIGATION: The Applicant hereby agrees that nothing herein shall bind or compel the Supplier to advance or re-advance credit to the Applicant. The Supplier shall determine, in its sole discretion based on a review of the application contained in this Agreement, whether to grant credit to the Applicant and on what terms. The Applicant shall be responsible for all credit it receives from the Supplier whether or not such credit exceeds authorized credit limits or payment terms established by the Supplier.

TERM: Subject to the early termination rights set out herein, this Agreement shall commence on the date written on page one of this Agreement, and shall continue thereafter until terminated by either party hereto on thirty (30) calendar days prior written notice.

PRICE: The Applicant shall pay the Supplier's price in effect on the date of and at the place of delivery of Propane. The Applicant may contact its local Supplier branch for more information regarding pricing of Propane.

OWNERSHIP OF PROPERTY: The Applicant shall promptly notify the Supplier, in writing, of any changes in ownership or tenancy of the property located at the delivery address indicated on page one of this Agreement and failing such notification, the Applicant shall be responsible for payment for all Propane deliveries made to the property.

PAYMENT:

- a. The Applicant agrees to pay the Supplier for the Propane in accordance with the credit terms established by the Supplier based on a review of the application contained in this Agreement. The Supplier may require the Applicant to provide security prior to the Supplier supplying Propane to the Applicant.
- b. IF THE APPLICANT IS A COMPANY, CORPORATION OR SIMILAR BUSINESS ENTITY, THE AUTHORIZED REPRESENTATIVE EXECUTING THIS AGREEMENT ON BEHALF OF THE APPLICANT AGREES TO BE PERSONALLY LIABLE TO THE SUPPLIER FOR ANY APPLICANT AMOUNTS OUTSTANDING AND UNPAID TO THE SUPPLIER.
- c. Payment terms shall be Net Thirty (30) days from date of invoice unless otherwise notified in writing by the Supplier or the Supplier accepts, in writing, a request made by the Applicant, in writing, for an alternate method of payment. Applicant accounts that are thirty (30) days past due will accrue interest at a compounded rate of 2% per month (i.e. 26.82% effective interest rate per annum) on such outstanding balance from the date that such amounts become due until the date that such amounts are paid in full. The Supplier may accept late payments, partial payments, or any payment marked as being payment in full or as being settlement of any dispute, without losing any of its contractual or legal rights. The Supplier's acceptance of such payment does not mean it accepts to change this Agreement in any way.
- d. If the Applicant's account becomes overdue or the Applicant otherwise defaults under the terms of this Agreement, the Supplier may: (i) suspend the credit privileges extended hereunder and/or deliveries of Propane; and (ii) terminate this Agreement without notice and, in each case, the Applicant shall have no claim against the Supplier for any reason and the Supplier shall not be deemed in default of its obligations under this Agreement. In the event of a termination of the account, the Applicant also agrees to permit the Supplier access to and egress from the Applicant's property for the purposes of removing any equipment owned by the Supplier, and the Applicant agrees that they shall be responsible for all equipment removal charges in effect at the time of such removal.
- e. To the extent permitted by applicable law, a fee of a minimum of \$75 shall be assessed by the Supplier against the Applicant, per occurrence, for any payment made by the Applicant and returned by a bank for insufficient funds or that is dishonoured or declined by the Applicant's bank.
- f. The Applicant agrees to pay all costs and expenses incurred by Supplier in the collection of any past due account in connection with this Agreement, including legal fees on a solicitor-and-client basis. The minimum fee for such collection shall be deemed to be 25% of the unpaid balance. The Supplier retains title and is granted a purchase money security interest for security purposes only, to all goods until paid in full by the Applicant, and the Supplier may, at its option, repossess the same in the event the Applicant defaults in payment hereunder and charge the Applicant for any deficiency.
- g. If an error is discovered in an invoice delivered by the Supplier to the Applicant for the delivery of Propane then the Supplier will issue a corrected invoice and: (i) in the event that the amounts due under the corrected invoice exceed the amounts paid by the Applicant, the Applicant shall promptly pay the difference to the Supplier; or (ii) in the event that the amounts paid by the Applicant exceed the amounts due under the corrected invoice, the Supplier shall credit such overpaid amount to the Applicant on the next invoice for Propane issued by the Supplier.

DELIVERY:

- a. The Applicant hereby authorizes the Supplier to enter onto the property at the delivery address indicated on page one of this Agreement for the purpose of inspecting the premises and/or delivering Propane or repairing or replacing any Supplier-owned equipment pursuant to this Agreement.
- b. All new delivery locations shall be inspected by a representative of the Supplier prior to the first delivery of Propane to such new delivery location. THE SUPPLIER RESERVES THE RIGHT TO DECLINE DELIVERY OF PROPANE TO A LOCATION THAT DOES NOT, IN THE SOLE DISCRETION OF THE SUPPLIER'S REPRESENTATIVE, CONTAIN A PROPANE TANK LOCATION THAT MEETS OR EXCEEDS ALL CURRENTLY APPLICABLE INDUSTRY STANDARDS.
- c. Subject to the terms hereof, the Supplier shall deliver the Propane to the Applicant on: (i) an automatic delivery basis; (ii) a "customer-will-call" basis as indicated by the Applicant on page one of this Agreement. Title to, property and ownership in, and risk of loss with respect to the Propane shall pass to the Applicant as the Propane pass the unloading fitting of the Supplier's delivery mechanism or when pre-filled propane cylinders are removed from the Supplier's delivery vehicle and delivered to the Applicant, or, if picked up by the Applicant, when removed from the Supplier's yard and loaded into the Applicant's vehicle.
 - i. **Automatic Delivery:** If the Applicant chooses automatic delivery, the Supplier shall deliver the pre-filled propane cylinders as agreed between the Supplier and the Applicant or fill the Applicant's Propane tank on a regular, scheduled basis, without prior request by the Applicant. The Supplier will schedule automatic delivery on the basis of outside temperature and annual heating Propane consumption, the latter of which shall be determined by the Supplier based on the information provided by the Applicant on page one of this Agreement. The Applicant must maintain a consistent Propane consumption pattern for the Supplier to effectively schedule automatic delivery. The Applicant acknowledges that the scheduling of automatic delivery is not a guarantee of delivery of Propane. The Applicant acknowledges that numerous variables beyond the Supplier's control impact the consumption of Propane by the Applicant, including but not limited to, inaccurate annual Propane consumption information contained on page one of this Agreement, heating equipment or storage tank changes, malfunctioning equipment, property renovations, short or long term lifestyle changes, or use of any additional or alternate energy heat source other than the Propane.
 - ii. **Customer-Will-Call:** If the Applicant chooses customer-will-call, the Supplier shall fill the Applicant's Propane tank upon the Applicant's request, provided that such request is made in accordance with the Supplier's minimum notice requirements which are available from the Supplier. In the event that the Applicant requires: (i) delivery of Propane outside of regular working hours, including weekends and statutory holidays; (ii) delivery of Propane upon less than the Supplier's minimum notice requirements; an additional delivery charge, as determined by the Supplier, may be charged by the Supplier. Such delivery charge will be subject to change from time to time without notice.
 - iii. **Customer Pick-Up (If Available):** If the Applicant chooses Customer Pick-Up or of propane cylinders, then the Applicant will be required to execute an alternative agreement.

LIABILITY: TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE SUPPLIER, ITS ASSOCIATES, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SERVANTS, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR: (I) ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER, (INCLUDING ANY DAMAGES FOR LOSS OF PROFITS, AND LOSS OF BUSINESS OPPORTUNITY) IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THIS AGREEMENT EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE; OR (II) ANY FAILURE TO DELIVER THE PROPANE HEREUNDER DUE TO ANY CAUSE BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO AN ACT OF GOD, STRIKE, FLOOD, FIRE, EMBARGO, EARTHQUAKE, INSURRECTION, UNAVOIDABLE ACCIDENT, SHORTAGE OF LABOR OR PROPANE SUPPLY OR MATERIAL, ROADWAY CLOSURES, GOVERNMENT DECREE, OR WHENEVER THE AGREEMENT BECOMES IMPOSSIBLE TO PERFORM, INCLUDING SHORTAGES OF PROPANE FROM THE SUPPLIER'S SUPPLIERS, OR DUE TO EXTREME WEATHER CONDITIONS AND ROAD CLOSURES AND IN THE CASE OF THE APPLICANT OPTING FOR AUTOMATIC DELIVERY, INCONSISTENT PROPANE CONSUMPTION PATTERNS FOR WHATEVER REASON. IN THE EVENT OF A PROPANE SHORTAGE, THE SUPPLIER RESERVES THE RIGHT TO ALLOCATE SUPPLY AS IT SEES FIT AMONG THE APPLICANT, ITS OTHER CUSTOMERS, ITSELF, ITS AFFILIATES AND ITS AUTHORIZED AGENTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SUPPLIER ALSO EXPRESSLY NEGATES AND DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY OR IN CONNECTION WITH THE FOLLOWING:

- a. **EQUIPMENT:** FOR CLARITY, UNLESS THE APPLICANT IS LEASING ITS HEATING SYSTEM AND/OR RELATED EQUIPMENT, SUCH AS A FURNACE OR PROPANE STORAGE TANK, FROM THE SUPPLIER (IN WHICH CASE THE TERMS OF THE EQUIPMENT RENTAL/LEASE AGREEMENT WILL SUPERSEDE THIS AGREEMENT) THE SUPPLIER SHALL NOT BE LIABLE FOR ANY MALFUNCTIONS OF THE APPLICANT'S HEATING SYSTEM AND/OR RELATED EQUIPMENT OR INJURY OR DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY ANY PROPANE EQUIPMENT INSTALLED AT APPLICANT'S PREMISES, OR FROM ANY CHANGES IN THE APPLICANT'S PROPANE EQUIPMENT, INCLUDING ANY PROPANE STORAGE TANKS. FURTHER, UNLESS THE APPLICANT IS LEASING ITS HEATING SYSTEM AND/OR RELATED EQUIPMENT FROM THE SUPPLIER, THE APPLICANT ACCEPTS ALL RESPONSIBILITY AND LIABILITY FOR THE CONDITION OF ANY PROPANE STORAGE TANK AND ASSOCIATED PIPING AND MAINTENANCE THEREOF, AND FOR ANY LOSS OR DAMAGE RESULTING FROM LEAKAGE OR FAILURE OF SAID TANK OR PIPING AT THE APPLICANT'S PREMISES. ANY DAMAGE TO PROPERTY OR GOODS STORED IN THE VICINITY OF A PROPANE STORAGE TANK, BOILER OR FURNACE WILL NOT BE THE RESPONSIBILITY OF THE SUPPLIER;
- b. **PROPANE RUN-OUT:** FOR CLARITY, THE SUPPLIER SHALL NOT BE LIABLE IF THE APPLICANT HAS REQUESTED AUTOMATIC DELIVERY AND FAILS TO NOTIFY THE SUPPLIER IMMEDIATELY OF ANY CHANGES THAT COULD IMPACT THE APPLICANT'S PROPANE CONSUMPTION, INCLUDING BUT NOT LIMITED TO, HEATING EQUIPMENT, MALFUNCTIONING EQUIPMENT, PROPERTY RENOVATIONS, SHORT OR LONG TERM LIFESTYLE CHANGES OR USE OF ANY ADDITIONAL OR ALTERNATE ENERGY SOURCE OTHER THAN THE PROPANE;
- c. **PREMISES:** FOR CLARITY, THE SUPPLIER SHALL NOT BE LIABLE FOR INJURY OR DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY A LACK OF HEAT, INCLUDING TO WATER PIPES, STORAGE TANKS AND/OR ASSOCIATED PIPING, REGARDLESS OF DELIVERY STATUS. THE APPLICANT IS RESPONSIBLE FOR ENSURING THAT THE APPLICANT'S HEATING SYSTEM IS CHECKED DAILY FOR PROPER OPERATION AND SHALL ENSURE THE PROPERTY IS NOT LEFT VACANT OR UNOCCUPIED FOR MORE THAN TWENTY FOUR (24) HOURS. THE APPLICANT SHALL BE LIABLE FOR ANY COSTS OR DAMAGES TO ITSELF OR TO THE SUPPLIER DUE TO THE APPLICANT'S FAILURE TO KEEP ACCESS TO THE PROPANE TANK EASY AND SAFE FOR THE SUPPLIER'S DELIVERY REPRESENTATIVES, AND SUPPLIER WILL ALSO NOT BE LIABLE FOR DAMAGE TO APPLICANT'S DRIVEWAY OR PROPERTY UNLESS SUCH DAMAGE IS DUE TO SUPPLIER'S GROSS NEGLIGENCE; OR
- d. **PROPANE STORAGE:** FOR CLARITY, THE SUPPLIER IS NOT LIABLE FOR CHANGES TO PROPANE RESULTING IN COLD TEMPERATURES BY THE APPLICANT.

NOTICE: Correspondence to the Supplier shall be made to: Avenir Energy Limited, Credit Department, 1235 Bay Street, 7th Floor, Toronto, ON M5R 3K4 Attention: Commercial Credit Department. The Supplier may provide notices to the Applicant by phone, fax, email or mail to the Applicant's telephone or fax numbers, email or address as set out on the first page of this Agreement. In all cases, written notice will be deemed to be delivered by each party hereto as of the postmark date of mailing or as of the date and time attached to an electronic mail notice that is not automatically returned as undeliverable.

AMENDMENTS: The Supplier reserves the right to amend the terms and conditions of this Agreement from time to time in its sole discretion.

ASSIGNMENT: The Supplier reserves the right to assign this Agreement without the prior consent of the Applicant and without providing prior notice to the Applicant of such intent to assign. This Agreement is not assignable by the Applicant without the express written permission of the Supplier.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

SURVIVAL: All representations and warranties and all indemnity provisions contained in this Agreement shall survive the termination of this Agreement.

GOVERNING LAW: This Agreement shall be governed by, and construed and enforced in accordance with the laws applicable in the jurisdiction in which Propane is delivered, and the laws of Canada applicable therein. The parties hereto irrevocably submit and attorn to the exclusive jurisdiction of the courts of the jurisdiction in which Propane is delivered for all matters arising out of or relating to this Agreement or any of the transactions contemplated hereby.

JUDGEMENT: To the extent permitted by applicable law, the taking of a judgement or judgements for payment of the account or performance of the obligations herein shall not operate as a merger or affect the right to service charges at the rate and times aforesaid on any monies owing, and that such judgments shall provide that interest thereon shall be calculated at the same rate and in the same manner as hereto provided until the said judgment has been fully paid and satisfied.

WAIVER: No failure or delay of the Supplier to exercise any right given to it hereunder, or to insist on strict compliance with any provision hereunder, shall constitute a waiver of such provision or of any other provision hereof, or a waiver of any breach, and no waiver of any provision or breach of any provision shall constitute a waiver of any other provision or breach or of any subsequent breach of the same provision. No waiver shall be effective unless in writing and signed by the Supplier.

MAXIMUM INTEREST: No interest or fee to be paid hereunder shall be paid at a rate exceeding the maximum rate permitted by applicable law. In the event any such interest or fee exceeds such maximum rate, such interest or fee shall be reduced or refunded, as the case may be, so as to be payable at the highest rate recoverable under applicable law.

SEVERABILITY: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

LANGUAGE: The parties hereto confirm that it is their express intent that this Agreement be drawn up in English only. Les parties aux présentes confirment leur volonté expresse que la présente convention soit rédigée en anglais seulement.

The Applicant acknowledges that it has read and understood the terms and conditions contained herein and agrees to be bound by them. I am the Applicant named herein or an authorized representative of the Applicant named herein.

Applicant Signature:	Print Name and Title (Applicant):	Date (YYYY/MM/DD):	Last 4 digits of Driver's License number:
Witness Signature:	Applicant Signature	Date (YYYY/MM/DD):	

Privacy Notice and Consent Under Canada's Anti-Spam Legislation

By submitting this application, the Applicant confirms that it consents, or if the Applicant is a business, that the principal(s) and/or partner(s) of the Applicant consent, to the Supplier obtaining and using the credit and/or personal information of the Applicant, or any principals or partners of the Applicant, as may be required from time to time in connection with the credit applied for herein, or any renewal or extension thereof, and to the Supplier disclosing any such credit and/or personal information to any credit reporting agency, debt collection agency or to any commercial bank or other financial institution with whom the Applicant has financial relations in furtherance of the credit applied for herein. The Applicant also explicitly consents to the Supplier using and disclosing Applicant's information in connection with the promotion of Supplier's other products and services via electronic communication or other means. The Supplier shall not sell the Applicant's information without the Applicant's prior written consent. The Applicant's information will be held at the Supplier's credit department, at the following address: 1235 Bay Street, 7th Floor, Toronto, ON M5R 3K4, and will be accessible only to employees of the Supplier. The Applicant may consult the Applicant's information held by the Supplier and, if applicable, cause same to be rectified. For further information on the Supplier's Privacy Policy or to withdraw its consent pursuant to this paragraph, the Applicant may contact the Supplier via legalnotices@avenirenergy.ca or call the Supplier at 1-800-561-7727 or if the Applicant requires a copy of the Supplier's Privacy Policy, it may forward the request in writing to the Supplier at the address indicated above.

07-10-24v6