



1741 Albion Road
 Toronto, Ont.
 M9V 1C3
 T: 416-741-2343 ext: 227
 F: 416- 675-0617

1172 Twinney Drive
 Newmarket, Ont.
 L3Y 9E2
 T: 905-895-3900
 F: 905-895-0735



CREDIT APPLICATION FORM

Business Name: _____ Years in Business: _____

Manager's Name: _____ Type of Business : _____

Business Address: _____ City: _____ Postal Code : _____

Tel . #: _____ Fax #: _____ Website Address: _____

Accounts Payable Contact : Name: _____ Tel. # : _____ Fax : _____

Billing Address (if different from above) : _____

City: _____ Postal Code : _____ Emergency phone # _____

Previous address (if moved in last 2 years) and/or Head Office Address (if different from above)

City : _____ Postal Code : _____ Tel # : _____ Fax # : _____

DETAILS OF TWO DIRECTORS, PARTNERS OR PROPRIETORS

Full Name	Position	Residential Address	Home Phone
_____	_____	_____	_____
_____	_____	_____	_____

Bank Name : _____ Account Manger: _____

Branch : _____ Tel # : _____

Account #: _____ Alternative Contact: _____

REFERENCES: (3 suppliers who provide regular, on going products/services – **MUST** advise **phone/fax numbers**)

1. _____ Tel # : _____ Fax # : _____

2. _____ Tel # : _____ Fax # : _____

3. _____ Tel # : _____ Fax # : _____

Average monthly purchase (Litres) _____ Credit Limit requested \$ _____

Product requirements: (Please circle)– Clear Diesel - Dyed Diesel– Gasoline – Oils & Lubes – Heating Oils

Purchase order # required . Yes . No or Blanket P.O. # _____ Expected length of service : _____

Fuelling Location (s) _____

CONDITIONS:

TERMS OF PAYMENT

- A) Terms of payment in respect of each delivery of R. Kidd Fuels Corp products made direct, by agent or by franchisee hereunder shall be cash on delivery or such credit terms as are agreed between R. Kidd Fuels Corp and the purchaser. **PURCHASES WILL BE INVOICED DAILY. TERMS ARE NET 30 DAYS IN FULL FROM DATE OF INVOICE.** If payment is in default for any reason to R. Kidd Fuels Corp, the purchaser irrevocably gives R. Kidd Fuels Corp, its agents and servants leave and license without the necessity of giving any notice to enter on and into any premises occupied by the purchaser to search for and remove any of the goods supplied or in which R. Kidd Fuels Corp has ownership as aforesaid without in any way being liable to the purchaser or any person or company claiming through the purchaser.
- B) Should the purchaser fail to make payment as specified above, interest shall accrue on such overdue amounts at the rate (for the purpose of the Canadian Interest Act) of 24% per annum calculated and payable monthly. An administrative charge of \$25.00 will apply to each returned item

COPIES: All facsimile or email copies of credit applications shall be considered in all respects as an original document.

RISK AND TITLE

- A) The risk in the goods supplied by R. Kidd Fuels Corp. made direct or by its agent shall pass to the purchaser upon delivery but the ownership in them shall not pass to the purchaser until the purchaser has paid the same. Receipt by R. Kidd Fuels or any cheque or other bill of exchange or any promissory note shall not be deemed to be payment until the same has been honoured by or cleared by the credit of R.Kidd Fuels Corp’s Bank Account and until such time shall not prejudice or affect R. Kidd Fuels Corp’s rights, power or remedies against the purchaser and/or goods.
- B) R. Kidd Fuel Corp may alter or revoke such credit terms at any time without prior notice to the purchaser.
- C) If the purchaser at any time buying on credit terms extended to him by R. Kidd Fuels Corp, and if payment of the whole or any part of any account rendered by R. Kidd Fuels Corp to the purchaser, is not made with the time allowed by R. Kidd Fuels Corp for payment, every amount then owing by the purchaser to R. Kidd Fuels Corp , whether due for payment or not , shall become due immediately payable by the purchaser for R. Kidd Fuels Corp’s products.

SAFTEY AND LAWFULNESS

R. Kidd Fuels Corp is a professional refueling service sensitive to the health and safety of our customers, their equipment and the environment. We agree to service our customers provided the conditions are deemed by our agent to be safe and lawful, and we hold the right to refuse service if doing so is considered unsafe or unlawful.

Price The price of R. Kidd Fuels Corp’s products may vary from time to time without notification, subject to industry and market fluctuations. Service charges may apply to emergency calls outs, small drops or deliveries to outlying areas.

Default If the customer fails to make payment for products when such payment is due (time being of the essence). R. Kidd Fuels Corp may at its option defer deliveries until such breach is remedied by the customer, or treat such breach as a repudiation of any Supply Agreement or Arrangement.

Safety & Pollution

Each party shall comply with all laws, regulations and orders applicable to the handling, transportation ,delivery and acceptance of delivery of products. To the extent that products include lubricating oils, customer acknowledges the importance of managing the life cycle of lubricating oils and once said lubricating oils have fulfilled their use as supplied, customer shall dispose of them through a government approved means.

Title & Use Title to the products, shall pass to customer at the place of delivery. Customer agrees not to resell the products under R. Kidd Fuels Corp’s trademarks or by reference to R. Kidd Fuels Corp’s name.

Non-

Performance Neither party shall be deemed to be in default of nor shall be liable for the non-performance of any covenant, agreement or obligation in this Agreement, except customer’s obligation to pay for products delivered, if such default or non-performance arises from any cause beyond the reasonable control of such party including but not limited to fire, storm flood, war, hostilities, sabotage, blockade, explosion, accident, strike, lockout, labour disturbance, riot, act of any government authority, expropriation of or breakdown of or injury to any facilities used in or for the production, transportation, manufacture, storage, handling or delivery or products or the crude oil or other materials from which the products are manufactured or derived provided., however, that lack of funds is not a cause beyond the control of a party. R. Kidd Fuels Corp is under no obligation to make deliveries when R. Kidd Fuels Corp’s sole judgment the making of a delivery might cause a strike to be called against it or cause its properties to be picketed.

Consequential R. Kidd Fuels Corp shall not be liable for any special or consequential damages arising from any breach of its damages obligations under this agreement.

Entire Agreement The parties agree that the sale of products hereunder shall be governed solely by the provisions of this agreement and not by the provisions of any purchase order customer may give to R. Kidd Fuels Corp whether or not such purchase order is or purports to be accepted by R. Kidd Fuels Corp.

Notice Any notice given under this Agreement shall be given in writing and delivered, mailed or faxed to the respective parties at their addressees first set forth above or at such other address as either party may designate to the other by notice in writing.

AUTHORIZATION

I/We also take notice that a “Credit Bureau” will be obtaining bank reference information, including account balances and other credit information on behalf of R. Kidd Fuels Corp.

I/We consent to R. Kidd Fuels Corp collecting, using and disclosing the information provided in the document for the purpose of granting credit and authorize you to furnish any third party details of the application and authorize you to use the information for the purpose of the application.

The applicant agrees our agent “Indemnis Trade Risk Management or Euler Hermes Canada” is authorized to obtain a commercial Rating including percentage utilization on all borrowing activities and figure ranges on commercial accounts from the above bank(s) I/We for and on behalf of the above mentioned company firm, authorize R. Kid Fuels Corp to service to my/our vehicles and/or machinery at all times as may be necessary notwithstanding the non-attendance of a company representative at the time of service. Reading from the R. Kidd Fuels corp. metering system shall be irrefutable evidence of litres delivered.

Authorization Signatory (please PRINT name): _____

Signature : _____ **Title** _____ **Date** _____