Esso Imperial Oil

Esso Business Account Application

Company name **Canadian Chamber of Commerce** DDB code **GV / CCN**

Please read the following before completing this form: (1) The Customer (being Applicant#1 and Applicant#2) represents that the information given in this Application is complete and accurate. (2) Signator for a company must be an officer of the company with authority to enter into contractual agreements. (3) *Please sign Section 3 below before submitting your completed application.*

Section 1a – Billing information and description of your business (applicant #1)

Company's full legal name (underline up to 20 characters to appear on card)		Business telephone number ( )	Business fax number ( )
Billing address	City	Province	Postal code
Billing address	City	Province	Postal code
Principal owner or officer name	Title	Contact name	Doing business as
Subsidiary of	In business since (mm/yy)	Type of business: ☐ Corporations ☐ Proprietorship ☐ Government ☐ Partnership ☐ Religious ☐ Non profit ☐ Other	

Section 1B – Business References

Bank name/branch	City and Province	Telephone number ( )	Account number
Current fuel supplier	City and Province	Telephone number ( )	Account number
Trade reference	City and Province	Telephone number ( )	Contact name
Trade reference	City and Province	Telephone number ( )	Contact name

Section 2 – (optional) Individual information (applicant #2).

If completed, must be completed by an authorized officer or person. The authorized officer or person will be liable if s/he completes this section and signs as Applicant #2 below.

First name	Initial	Last name (please print)	Date of birth (mm/dd/yy)
Billing address	City	Province	Postal code
Social Insurance Number	Driver's license number		Home telephone number ( )

Section 3 – Customer Application Agreement

The Customer applies to Imperial Oil, a partnership of Imperial Oil Limited and McColl-Frontenac Petroleum Inc. ("Imperial Oil") for either: (a) an Esso Business Card Account (the "EBC" Account") or (b) a Fleet Account offering the "TigerPro" or "TigerPro plus programs (the "EBC Account" and the Fleet Account" are also referred to as the "Account"):

The Customer consents to Imperial Oil's collection of the personal information (the "Cardholder Information") provided in this application or complied internally by either Imperial Oil or its third party service providers for the purpose of offering the Customer either an EBC Account or a Fleet Account.. The Customer acknowledges and agrees that Imperial Oil will determine which Account best suits the Customer's needs based on the Customer's number of vehicles, monthly fuel purchases, and Customer's preference if indicated.

If it is determined that the Customer is best served by a Fleet Account, Imperial Oil will process the Customer's application for a Fleet Account and forward additional documentation regarding the Fleet Account to the Customer. If it is determined that the Customer is best served by an EBC Account, Imperial Oil will process the Customer's application for an EBC Account and no additional documentation is required.

Pursuant to the EBC Account or Fleet Account, the Customer may charge goods and services up to the credit limit set by Imperial Oil and must pay the full balance as shown on each monthly billing statement, according to the general terms and conditions of the agreement (the "Agreement") relating to the Fleet Account or the EBC Account a copy of which will be sent to the Customer with its credit card upon approval of this Application: and upon approval of this Application, the Customer agrees with Imperial Oil to abide by and be bound by the terms and conditions set out in the Agreement.

By signing this Application the Customer represents and warrants that : (a) it is a valid business entity or a self employed professional or business person, and duly registered as such under all applicable laws; (b) all purchases made on the Account, if approved, will be for business purposes and shall not include personal, family, or household use; (c) the individual signing the Application is an authorized representative of the business with authority to enter into contractual agreements; and (d) the Cardholder Information is complete and accurate.

Imperial Oil) will, from time to time, (i) use or disclose the Cardholder Information, and information obtained subsequently from any source with the Customer's consent (collectively the "Information") to obtain credit reports from credit reporting agencies and to contact credit references and other sources disclosed herein as part of its assessment of the Information; and (ii) may transfer the Information to a third party as part of a transfer of all or part of the Imperial Oil credit card business (collectively the "Purposes"). Imperial Oil may provide some or all of the Information to third party service providers who process the Information only in furtherance of the Purposes or in accordance with applicable law. For any questions regarding the Information or Purposes, please call 1-800-267-0156.

The Customer consents to Imperial's use of the Information for the Purposes or in accordance with applicable law.

Customer also understands that credit on the Account , once approved , will be extended by Imperial, and that there will be no-binding contract between the Customer and Imperial until Imperial approves and accepts this Application.

Applicant #1 and Applicant #2 acknowledge and agree that both of them are responsible (solidarily liable in Quebec) for all purchases on the Account made by either Applicant.

X _____ Applicant #1 signature (principal owner or authorized officer) ____ /____ /____ Date

X _____ Applicant #2 signature ____ /____ /____ Date

Title-authorized officer must be one of the following:
☐ Owner ☐ Chairman/President ☐ Partner
☐ Vice President ☐ Treasurer/Financial

# of cards requested	Credit line required	Financial statements available? ☐ Yes ☐ No	Name or unit number required on card (attach list if necessary)	Card type? ☐ No restrictions ☐ Fuel/fluids/wash only
# of vehicles	Type of fuel required	Estimated monthly fuel purchased $		Litres

List any existing Esso account by name and number for your company or its affiliates: _____

For office use only:

Return application to:

Imperial Oil
P.O. Box 1042
Almonte, Ontario K0A 1A0
Fax: 613-256-5009

Esso Imperial Oil

Terms and Conditions for use with Esso Fleet Cards and the Esso Business Card

Imperial Oil, a partnership of Imperial Oil Limited and McColl-Frontenac Petroleum Inc, (hereinafter called "Imperial") offering the Esso Business Card and the Esso Fleet Card programs (the "Programs") to Customers who own, lease or operate one or more motor vehicles for commercial or business purposes or in pursuit of a commercial vocation (the "Purposes").

1. Subject to the terms of this Agreement Imperial agrees to sell to the Customer Esso motor fuels, lubricating oils, car washes, and other automotive goods and services, all where and if available, (hereinafter called "Products and Services"), through its network of Esso-branded retail outlets.

2. The Customer will provide Imperial with such information and in such form as Imperial may reasonably require in order to issue the appropriate credit cards, to report and bill as provided, and, upon approval, Imperial will issue a credit card (hereinafter referred to as the "Card") to the Customer for each vehicle or driver as required for the Purposes.

3. For the purposes of this Agreement, Imperial agrees to sell the Products and Services contemplated herein so long as the Customer's net amount due on the invoice does not exceed the credit limit assigned by Imperial to the Customer, which credit limit may be amended upwards or downwards from time to time by Imperial, without notice to Customer. Where the Customer exceeds the credit limit, Imperial has the right to terminate this Agreement if Imperial decides that a greater credit limit is not, in its sole judgement, warranted.

4. Each Card remains the property of Imperial. Each Card is valid until the expiry date named thereon or until the termination of this Agreement, whichever first occurs. Imperial is not responsible if a Card is not honoured for any reason.

5. The Customer will be liable for and hereby agrees to guarantee payment to Imperial of the purchase price of all purchases of Products and Services made by the use of each Card regardless of whether or not such purchases were made under the authority (expressed or implied or ostensible) of the Customer, until notice by telephone, facsimile, e-mail or letter, of the loss or theft of the Card is received by Imperial at the address shown on the monthly invoices to the Customer.

6. Imperial will issue a monthly invoice/statement identifying the amount of the total purchase of Products and Services made by the use of the Card and captured in Imperial's control system in the previous period, less the applicable discount, if any, and the Customer agrees to pay to Imperial the net amount stated due on the invoice within thirty (30) days of the date of the invoice. It is understood and agreed that if payment to Imperial of the net amount due as stated on the invoice is not made in accordance with the provisions of Clause 9 hereof, Imperial, in addition to any other rights contained herein, shall have the right to cancel the product discount provided for in Clause 7 hereof.

7. Subject to the provision of Clause 5 hereof, Imperial may give the Customer a fuel product discount of the total purchase price of Esso motor fuels (excluding U.S. purchases) purchased by means of the Card during the reporting period.

8. Imperial may at its option elect at any time to amend the quantum of the fuel product discount provided for in Clause 7 of this Agreement, without notice to the Customer.

9. Payment is due on receipt of the monthly invoice. A charge of eighteen percent (18%) per annum compounded monthly (being 19.6% annually or 0.05000% daily) or such other charge as Imperial may from time to time advise, will be applied to any balance unpaid thirty (30) days after the date of the invoice.

10. The Cards issued to the Customer will be subject to the terms and conditions of this Agreement.

11. This Agreement will remain in force for an initial term of one (1) year from the date hereof, and thereafter from year to year unless terminated on thirty (30) days' written notice prior to the expiration of the then current term.

12. (a) Imperial shall not be deemed to be in default of, nor shall it be liable for the non-performance of any covenant, agreement or obligation in this Agreement if such non-performance is caused by or attributable to fire, storm, flood, war, hostilities, sabotage, blockade, explosion, accident, strike, lockout, work stoppage or slowdown, labour disturbance, riot, rebellion, insurrection, act of God or the Queen's enemies, act of any governmental authority, expropriation of or breakdown of or injury to any facilities used in or for the production, transportation, manufacture, storage, handling or delivery of the product of the crude oil or other materials from which the product is manufactured or derived (the "crude oil"), any occurrence (whether similar or dissimilar to any of the foregoing) which is beyond the reasonable control of the party affected, failure of Imperial's usual supplier or suppliers to supply the product of the crude oil, shortage of the product or the crude oil for any reason, or compliance with any law, rule, regulation, order, request or recommendation of any government authority, domestic or foreign, or person purporting to act thereof:

(b) for any reason referred to in Subclause (a) of this clause, or for any other reason whatsoever, Imperial's supplies of crude oil, or its then existing source of supply, are curtailed or cut off, or are inadequate to meet Imperial's obligations to all it's customers and it's own needs and those of its subsidiary companies, or whenever Imperial has reasonable cause to believe that such event may occur, Imperial may terminate the Program contemplated in this Agreement upon thirty (30) days' notice to the Customer.

13. If either party fails to perform any term or condition of this Agreement, the other party may terminate this Agreement.

14. The Customer agrees and acknowledges that any services performed by any "Esso" branded retail outlet operator are performed by such operator as an independent contractor, and not as the agent, servant or employee of Imperial.

15. On the termination of this Agreement, or the cancellation of any Card issued hereunder during the term of this Agreement, the Customer agrees:

(a) Imperial is not obligated to extend credit on any Card.

(b) The Customer is obliged to return to Imperial, or to destroy, all the Cards used or held by the Customer for the Purposes.

(c) In the event of the cancellation of a Card issued hereunder, the Customer shall remain liable for any purchases made by the use of that particular Card before or after the cancellation thereof; and

(d) Notwithstanding the termination of this Agreement, in all other respects, the Customer shall be liable for any purchases made by the use of the Card before or after the termination of this Agreement.

16. All written notices to be given hereunder shall be given by mailing them postage prepaid to the address of the respective parties, or such other address as the parties may from time to time advise. All payments required to be made hereunder shall be made to the address indicated on the Customer's monthly invoice.

17. This Agreement cancels and supercedes all other previous Imperial Cardholder agreements between the parties hereto.

18. This Agreement shall be interpreted and the rights of the parties shall be determined in accordance with the laws of the Province of the residence of the customer.

19. Severability – Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent that such prohibition or unenforceability and shall be severed form the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity of such provision in any other jurisdiction.

20. No Waiver – No waiver of any covenant, agreement or obligation in this Agreement shall be construed as a waiver of any succeeding breach thereof or of any other covenant, agreement or obligation in this Agreement, and no delay or omission on the part of any party to exercise any right acquired through the default or any other shall be construed as a waiver of or shall impair such right.

21. Transferability – Imperial shall have the right to sell, assign, transfer, or otherwise dispose of or deal with any or all of its rights and obligations under this Agreement to any of its partners or affiliates (as such term is defined by the Canada Business Corporations Act) as it may in its sole discretion deem appropriate. If any such transfer occurs, Imperial shall be released from any liability under this Agreement for the obligations being transferred, except to the extent that such obligations relate to periods prior to such transfer. The Customer may not assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of Imperial (Imperial acting reasonably in its own commercial interests). For the purposes of this Section, a change of control of the Customer shall be deemed to be a transfer of the Customer's interests in this Agreement.

22. Amendment; Successors and Permitted Assigns – Except as explicitly provided in this Agreement, this Agreement may not be supplemented, modified or amended unless executed in writing by all the parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties hereto and, as applicable, their respective heirs, legal representatives, successors and permitted assigns.

23. For the purpose of this Agreement, the use of a Card by the Customer is conclusive proof of the Customer's acceptance of the terms and conditions contained herein.

*Trademark of Imperial Oil Limited. Imperial Oil licensee.