

# Cardlock Agreement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ BETWEEN:

**Husky Oil Marketing Company,  
a division of Husky Oil Limited**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
OF \_\_\_\_\_

\_\_\_\_\_  
(HEREINAFTER CALLED "VENDOR") OF THE FIRST PART

\_\_\_\_\_  
(HEREINAFTER CALLED "CUSTOMER") OF THE SECOND PART

## Covenant Agreement

In consideration of Vendor allocating to Customer authorization card or cards for all Vendor's fuel dispensing system (hereinafter called the "Vendor's Facility") for the purpose of supplying Customer's estimated annual requirement of \_\_\_\_\_ litres of diesel fuel, \_\_\_\_\_ litres of gasoline and such other products agreed by Vendor and Customer (hereafter collectively called "Product"), the parties hereto covenant and agree as follows:

1. The term of this Agreement will be begin, \_\_\_\_\_ 20 \_\_\_\_\_, and will remain in effect from year to year unless terminated on thirty (30) days written notice to the other party, or otherwise terminated in accordance herewith.
2. Customer agrees that all cards are the property of Vendor and must be returned to Vendor on the termination of this Agreement or upon demand in the event of a breach by Customer of any provision of this Agreement.
3. The price for Product dispensed through Vendor's Facility shall be Vendor's established market price (which is posted) to the Customer based on a combination of market conditions and the Customer estimated annual volume consumption with the Vendor and is applicable at the time of purchase. Customer agrees with pricing established for its account. Vendor shall bill the Customer in accordance with the volume consumption recorded on the transaction recording equipment allocated to the Customer. Payment shall be made by the Customer on receipt of Vendor's invoice, or in accordance with such credit terms as may be provided to the Customer by the Vendor based on the Vendor's ongoing credit review of the Customer. If the Customer defaults in payment, Vendor shall be entitled to terminate Product supply to Customer.
4. **The Terms and conditions and the Safety and Operating Rules set forth on the reverse hereof are hereby incorporated as part of this Agreement and the signature of the Customer below constitutes acknowledgement of such Terms and Conditions and the Safety and Operating Rules.**

In **WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF**

**Husky Oil Marketing Company  
A Division of Husky Oil Ltd.**

PER: \_\_\_\_\_

PER: Commercial Sales

\_\_\_\_\_  
WITNESS (HOMC)

CUSTOMER: \_\_\_\_\_  
(Please print)

PER: X

\_\_\_\_\_  
WITNESS (Customer)

PER: \_\_\_\_\_

## TERMS AND CONDITIONS

1. Prices paid by the Customer shall be Vendor's established market price in force at time and place of purchase. Prices for Product obtained by the Customer pursuant to this Agreement shall be based on a combination of market conditions and the customers estimated annual volume consumption and are subject to change based on changing market conditions, and shall be subject to any applicable taxes.
2. Customer agrees that Product will be consumed in the carrying on of his business and will not be resold.
3. Title to and assumption of all risks for Product shall pass to Customer when Product leaves the nozzle of the fuel dispensing hose.
4. Vendor may at any time in its sole discretion decline to supply Product under this Agreement without providing thirty (30) day written notice based on unforeseen circumstances or if the customer defaults in payment in accordance to specified credit terms.
5. Customer shall pay vendor for Product which passes through the pumps, dispensers and meters with the litrage consumption recorded on the transaction recording equipment or on the positions as shown hereunder.
6. Customer agrees that its agents and employees will use Vendor's Facility and Product entirely at their own risk. Customer, its agents and employees, voluntarily assume all risk of loss, whether by way or injury or death, or by way of property damage, as a consequence of the use of the facility and Product.
7. Customer hereby agrees to be liable to Vendor for, and indemnify and save harmless Vendor of, from and against, any and all loss, costs, expenses, damages, claims, actions, and causes of action arising out of or resulting from the use by Customer, its agents and employees, of Vendor's Facility.
8. The rights and obligations of Vendor shall be temporarily suspended for the time and to the extent that performance is prevented or restricted by acts of God or the Queen's enemies, strikes, riots, fires, floods, laws, regulations or any order or interference by duly constituted authority, disruption, or breakdown of production or transportation facilities, restriction of imports, rationing, allocation, prohibition or restriction of petroleum products (whether imposed by law or regulation or by products for reason beyond the reasonable control of Vendor, in which case Vendor may prorate its supply of Product among itself, for its own use and that of its customers, in such manner as Vendor in its sole discretion deems reasonable and practicable.
9. In the event of the loss by Customer of any card, FOB or Proximity Payment Device, or in the event of theft of such card, FOB or Proximity Payment Device, the Customer shall pay for all Product recorded by Vendor's metering equipment designated to Customer until Vendor receives written or verbal notice to husky Oil Marketing Company, Credit Department (403) 298-6111 8:00 – 17:00 Mountain Time, confirmed in writing, of the loss or theft of such card or cards.
10. Customer agrees that it will not permit any person except Customer's authorized employees and contractors to have access to Vendor's facility.
11. Notwithstanding anything to the contrary elsewhere herein expressed or implied, Customer agrees to use Vendor's facility only for the fueling of vehicles where authorized in accordance with applicable legislation and regulations.
12. This Agreement is not transferable or assignable by Customer without prior written consent of Vendor and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
13. Except as otherwise herein provided, all notices shall be deemed properly given if in writing and delivered by mail, Fax or Electronic Mail to the parties at their respective addresses as shown herein. A notice sent by registered mail shall be deemed received five (5) days after mailing. Either party may change its address by notice given as aforesaid.
14. Customer agrees to comply with all applicable laws, governmental rules and regulations in purchasing and accepting delivery of Product at Vendor's facility. Without limiting the generality of the foregoing, Customer agrees to ensure that they and their agents have read and comply with the Route Commander Operating Procedures in the Complete Husky Route Commander Directory and with the safety and operating rules set out below. Additional copies of this directory will be available on request.

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## SAFETY AND OPERATING RULES

1. Turn off engine and all auxiliaries.
2. Park vehicle with brake on and "in gear" or "park" as applicable.
3. No smoking when refueling.
4. Insert Card – Start pump as directed.
5. Remove nozzle from pump.
6. Insert nozzle in truck and refuel.
7. Do not leave nozzle unattended when refueling.
8. When refueling completed, replace nozzle in pump.
9. Turn off pump.
10. Follow pump shut down procedures as posted.
11. Pick up receipt if required.
12. Start vehicle and move away from pump.
13. If vehicle will not start, do not "boost" within 100 feet (30 meters) of pump.
14. If there is a spill, follow the procedures in the route Commander Operating Manual posted at the Vendor's Facility.
15. If there is an emergency at the pump, follow the emergency response guidelines posted at Vendor's facility.