



Husky Oil Marketing Company

A Division of Husky Oil Limited

TERMS AND CONDITIONS FOR USE OF HUSKY ROUTE COMMANDER AND HUSKY FLEET CARDS ("CARDS")

1. The term of this Agreement will begin on the date a Card is issued to the Customer 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 Husky and must be returned to Husky on the termination of this Agreement or upon demand in the event of a breach by Customer of any provision of this Agreement.
3. Husky shall sell or cause to be sold to the Customer, and the Customer agrees to purchase from Husky or its dealers or agents, at authorized Route Commander sites and retail outlets ("Husky facilities") and by use of the Card, an annual quantity of automotive fuel ("Product") based upon the Customer's estimated monthly purchases. The price for Product shall be Husky'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 Husky and is applicable at the time of purchase. Customer agrees with pricing established for its account which Husky may change from time to time at its sole discretion. Husky 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 Husky's invoice, or in accordance with such credit terms as may be provided to the Customer by Husky based on Husky's ongoing credit review of the Customer. If the Customer defaults in payment, Husky shall be entitled to terminate Product supply to Customer.
4. If full payment of the new balance is not received by the payment due date, Customer agrees that credit charges will accrue at a rate of 24% per annum nominal rate compounded monthly from the transaction date to the date it is paid in full. Such credit charges will be reflected on the Customer's next statement.
5. Husky reserves the right to modify the credit terms or change any price/discount from time to time in accordance with these Terms and Conditions.
6. Customer agrees that Product will be consumed in the carrying on of his business only and will not be resold.
7. Title to and assumption of all risks for Product shall pass to Customer when Product leaves the nozzle of the fuel dispensing hose.
8. Husky may at any time in its sole discretion decline to supply Product under this Agreement without notice based on unforeseen circumstances or if the customer defaults in payment in accordance with specified credit terms.
9. Customer agrees that Customer, its agents and employees will use Husky's facilities and Product entirely at their own risk. Customer, its agents and employees, voluntarily assume all risk of loss, whether by way of injury or death, or by way of property damage, as a consequence of the use of the Husky facilities and Product.
10. Customer shall be responsible for and indemnify and save harmless Husky, its directors, officers, employees servants, agents, successors and assigns (the "Indemnitees") from any and all loss, liability, damage, cost, claim, expense, suit or action (including without limitation, environmental remediation costs and legal costs) which the Indemnitees or any of them may sustain or become subject to as a result of any damage to property (including automotive fuel and other property owned by Husky and property owned by others) or injury to person or persons arising out of or in connection with Customer's use of any Husky facilities or Product except where shown to have been caused by the negligence or willful misconduct of Husky or its employees. Customer shall, without limiting its liability hereunder, obtain, pay the premiums on and keep in force so long as the Card issued to Customer is valid, such general liability insurance as may be required by applicable automotive fuel handling laws or as a prudent businessman would obtain to cover losses for which Customer may be responsible as set out above.
11. The rights and obligations of Husky 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 voluntary industry co-operation or any other cause outside of Husky's control). In such event Husky shall make proper and timely efforts to remedy such hindering cause or causes, and normal operations shall be resumed at the earliest date consistent with good business practice. Husky may prorate its supply of Product among itself, for its own use and that of its customers, in such manner as Husky in its sole discretion deems reasonable and practicable.
12. In the event of the loss or theft of any Card, FOB or Proximity Payment Device, the Customer shall pay for all Product recorded by Husky's metering equipment designated to Customer until Husky receives written (including email) or verbal notice from Customer of the loss or theft of such Card.
13. Customer agrees that it will not permit any person except Customer's authorized employees and contractors to have access to Husky's facilities.
14. This Agreement is not transferable or assignable by Customer without prior written consent of Husky and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

15. Except as otherwise herein provided, all notices shall be deemed properly given if in writing and delivered by mail or fax to the parties at their respective addresses as follows:

a) if to Husky:

Husky Oil Marketing Company,
A Division of Husky Oil Limited
Box 6525, Station D
707 - 8th Avenue S.W.
Calgary, Alberta T2P 3G7

Tel: (403) 298-6111
Fax: (403) 298-6663

Attention: Manager, Credit

b) if to Customer:

The address specified in the Customer's Card Application Form.

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.

16. Customer agrees to comply with all applicable laws, governmental rules and regulations in purchasing and accepting delivery of Product at Husky's facilities. 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.

17. Waiver by either party of any breach of any term or condition herein contained shall not be considered to be a waiver of any subsequent breach of the same or any other term or condition.

18. Any terms and conditions of this Agreement or parts thereof not valid by virtue of any applicable legislation shall be null and void and severable, but the remainder of the terms and conditions shall be of full force and effect.

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 Husky's facilities.
15. If there is an emergency at the pump, follow the emergency response guidelines posted at Husky's facilities.