



# Barry Beecroft Fuel Distributors Ltd Credit Application and Agreement

Please indicate which Location is closest to your home base

PENTICTON: (250)490-0567  
 PRINCETON: (250)295-0566  
 WEST KELOWNA: (250)769-0567  
 OLIVER: (250)485-0567

Head Office, Main Warehouse & 24hr Cardlock  
 Lubricant Warehouse & 24hr Cardlock  
 Lubricant Warehouse & 24hr Cardlock  
 Lubricant Warehouse & 24hr Cardlock

24hr Stand Alone Cardlocks:  
 Cawston  
 Ok Falls  
 Osoyoos

Basic Account Information					
Customer (Individual, company or partnership name) Trade name (If different than Customer name)			Phone (Bus):	Cell No.:	
Guarantor (Individual or company name)		Birthdate: MMDDYY	Driver's License #:	Cell No.:	
Accounts Payable or Additional Contact			Phone (or Res):	Fax:	
Billing Address (Street No. & Name)		City:	Province:	Postal Code:	<b>PRIMARY USE</b> Farmers Please click link to download BC Ministry Fin Form <b>BUSINESS</b> <b>PERSONAL</b> <b>FARMERS (fin req)</b>
Shipping Address (for Deliveries) - If different		City:	Province:	Postal Code:	
Years in Business	Nature of Business	Company Partnership	Proprietorship Other	How did you hear about us?	
Billing Information					
Email Address:		Do you require a printed bill to be mailed?	PST#:	Farm Foilio#:	First Nations Status Card #
Preferred Method of Payment - Please check one (Personal accounts MUST choose either Auto Debit or Auto Credit Card payments & Submit completed form with application)					
Auto Debit or Auto Credit (Form Attached)		Online Banking		Direct Deposit	
Cheque (Business Accounts Only)					
Trade & Credit References					
Company Name:	Address:	Phone:	Fax Number:	Contact:	
1					
2					
3					
Credit Card for Security: (Number)		Exp	If account goes over due by 30+ days I give permission to BBFD to post payment to this card (signature):		
Fuel & Oil Requirements					
Will you Require Cardlock Cards		How Many		Will you Require Fuel Delivery	Will you require Bulk Oil Delivery
What is your average monthly fuel consumption		Do you require Marked/Coloured Fuel (Fin Required)		Do you purchase Industrial Oils/Grease	
Cardlock Cards (If more than 4 cards needed include additional sheet)					
Unit Number or Name		PIN # (4 digits)	Restrictions/Odometer		BBFD Card# (office use only)
Unit Number or Name		PIN # (4 digits)	Restrictions/Odometer		BBFD Card# (office use only)
Unit Number or Name		PIN # (4 digits)	Restrictions/Odometer		BBFD Card# (office use only)
Unit Number or Name		PIN # (4 digits)	Restrictions/Odometer		BBFD Card# (office use only)
Fuel Delivery (if more than 2 tanks include additional sheet)					
Tank 1 EC #			Tank 2 EC #		
Splits	Litres	Product	Splits	Litres	Product
Side 1			Side 1		
Side 2			Side 2		
Side 3			Side 3		

See reverse page for Terms, and please sign bottom

**1. Purchases and Price.** As consideration for Barry Beecroft Fuel Distributors Ltd. ("BBFD") offering for sale automotive fuel to the Customer, the Customer agrees to purchase from BBFD at its cardlock locations an annual quantity of automotive fuel based upon the Customer's estimated monthly fuel consumption. The price for fuel purchased at BBFD cardlock locations shall be BBFD's price in force for the Customer for the grade purchased at the time of purchase. The price for lubricants and other products purchased by the Customer shall be the BBFD posted price at the time and place of purchase. All applicable federal and provincial sales and goods and services taxes are included in the price. BBFD assumes no liability for the failure of any cardlock card to be honoured at any time.

**2. Payment Terms.** The Customer agrees to pay BBFD on the 15th and the last day of each month the full amount of all purchases of fuel and other products, including all applicable federal and provincial sales and goods and services taxes, in respect of which the Customer's cardlock cards have been used. If the Customer does not provide payment in full in accordance with their statement by the payment due date the Customer agrees that interest charges will accrue on the overdue amount at a rate of 2% per month compounded monthly (26.8242% per annum effective annual rate) from the transaction date to the date the overdue amount is paid in full.

**3. Responsibility for Lost or Stolen Cardlock Cards.** The Customer is responsible for the care, control and safekeeping of all cardlock cards, keeping the personal identification number confidential and ensuring that the personal identification number is kept separate from the cardlock cards at all times. In the event that a cardlock card is lost or stolen the Customer shall immediately notify BBFD. The Customer shall be under no liability in respect of purchases made with the cardlock card subsequent to the time of actual receipt by BBFD of written notification from the Customer of such losses but the Customer shall be liable for all purchases made prior to the time of such notification.

**4. Responsibility for Discrepancies on Statements.** The Customer must be diligent in its review and monitoring of its statements. If the Customer finds any inaccuracy of any kind in the purchases made on the Customer's cardlock cards and displayed on its statement the Customer shall notify BBFD in writing within 30 days from the purchase date shown on the statement. Where any such inaccuracy is not brought to the attention of BBFD within such 30 day period, BBFD will not adjust any of such transactions and the Customer shall remain responsible for all of such purchases on its cardlock cards.

**5. Customer Liability.** Subject to paragraph 3 above the Customer is responsible for all indebtedness resulting from the authorized or unauthorized use of the cardlock cards. The Customer remains responsible and agrees to pay for all purchases made with the cardlock cards regardless of whether any credit limit established by BBFD for the Customer has been exceeded or not and regardless of whether or not such purchases were made under the express or implied authority of the Customer or whether the purchases were made on an active or inactive cardlock card. The Customer undertakes and agrees with BBFD that it shall reimburse BBFD all costs and expenses, including legal fees on a full indemnity basis, which BBFD may pay, incur or sustain in relation to any action taken to enforce the terms of this agreement against the Customer.

**6. Cancellation and Use of Cardlock Cards.** The cardlock cards shall be valid until the date appearing thereon unless they have been previously cancelled. The Customer shall not, in any way, issue, resell or provide any cardlock card to a third party without the consent of BBFD. BBFD may cancel the cardlock cards at any time. Upon cancellation of the cardlock cards the entire balance of the Customer's indebtedness shall, at BBFD's option, become immediately due and payable notwithstanding the provisions of paragraph 2 above. The cardlock cards are and remain the property of BBFD and shall be surrendered by the Customer to BBFD on demand. BBFD may revoke the Customer's right to use the cardlock cards with or without cause and without giving notice to the Customer. In the event that BBFD is limited, for whatever reason, in its ability to supply fuel or other products at its card lock locations, and without being required to declare it an event of force majeure, BBFD reserves the right to place purchase limits on the amount of fuels and other products that the Customer is entitled to purchase from BBFD. In the event the Customer's account remains inactive for such a time as BBFD may determine, no replacement or renewal Cards will be issued. BBFD may close the Customer's account.

**7. Use of Card Lock Facilities.** The Customer shall use BBFD's fuelling facilities only for the fuelling of properly licensed vehicles and for the purchase of other products. The Customer shall be familiar and comply with, and shall ensure that its employees, servants and agents are familiar and comply with, all applicable automotive fuel handling laws, regulations and rules of any government agency and the safety and operating rules and procedures of BBFD as posted at BBFD's fuelling facilities. The Customer shall ensure that each of its employees, servants and agents who may use a cardlock card issued to the Customer has been instructed in the safe operation of BBFD fuelling facilities and the proper response to automotive fuel handling emergencies including the location and use of fire extinguishers and emergency telephone numbers. The Customer and its employees, servants and agents shall use BBFD's fuelling facilities and enter upon the lands at the fuelling facilities entirely at their own risk. The Customer shall be responsible for and indemnify and save harmless BBFD, its directors, officers, employees, servants, agents, retailers, representatives, successors and assigns from any and all loss, liability, damage, cost, claim, expense, suit or action, including environmental remediation costs, damage to or destruction of any property, death of or injury to any person and legal costs, which any of the indemnified parties may sustain or become subject to as a result of any damage to property, including automotive fuel and other property owned by BBFD and property owned by others, or injury to persons arising out of or in connection with the Customer's use of any of BBFD's fuelling facilities or the Customer's entry upon or use of the lands at any of BBFD's fuelling facilities except where shown to have been caused by the negligence or willful misconduct of BBFD or its employees. The Customer shall, without limiting its liability hereunder, obtain, pay the premiums on and keep in force so long as the cardlock card issued to the 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 the Customer may be responsible as set out above.

**8. Force Majeure.** BBFD will not be liable in damages or otherwise for failure to carry out the terms of this agreement whether caused directly or indirectly by, or in consequence of, fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike, differences with workers or others, failure of carriers to transport or furnish facilities for transportation, perils of navigation, impairment of supplies of BBFD, or a shut down or temporary closure of its card lock facilities for any reason whatsoever, or by any cause whatsoever beyond BBFD's control. In the event that BBFD is excused from carrying out its obligations or is restricted in its ability to supply the Customer and other purchasers by virtue of the terms of this paragraph BBFD may apportion supply among orders received or anticipated from the Customer and from other purchasers in such manner as BBFD may determine in its absolute discretion.

**9. Fees and Handling Charges.** A handling charge will be assessed for any cheque dishonoured by the Customer's financial institution. If the Customer requires a paper copy of a statement a reasonable fee per individual copy will be charged to the Customer's BBFD cardlock account.

**10. Collection and Use of Personal Information.** The Customer and the Guarantor consent to the collection, use and disclosure of the personal information contained in this agreement and as otherwise collected in relation hereto by or on behalf of BBFD and its agents, affiliates and service providers for the purposes of:

- the performance and improvement of the services provided by BBFD to the Customer in accordance with this agreement;
- marketing, selling, providing and informing the Customer of present and future products and services offered by BBFD;
- collecting and exchanging credit and other information from recognized credit bureaus and other credit grantors for ongoing credit investigations and monitoring credit status;
- reporting the customer's liability for and the status of the Customer's account to credit bureaus and others who may lawfully receive such information if the Customer's account is not paid in accordance with this agreement;
- complying with all laws of British Columbia and Canada applicable to BBFD, the Customer and the Guarantor, and
- disclosing personal information to BBFD's affiliates, agents, bankers, suppliers, lawyers, accountants, governmental authorities and other advisors and consultants in furtherance of the forgoing purposes.

**11. Guarantee.** In consideration of the extension of credit by BBFD to the Customer the Guarantor guarantees to pay and be responsible for payment of all sums, balances and accounts due by the Customer to BBFD under this agreement. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the terms of this agreement or renewals or extensions granted by BBFD to the Customer without obtaining any consent thereto from the Guarantor and until expressly revoked by written notice from the Guarantor to BBFD and any such revocation shall not affect the Guarantor's liability as to any indebtedness existing prior receipt by BBFD of such notice of revocation. The Guarantor waives notice of the acceptance of this agreement, notice of default or non-payment and any action required of BBFD by any applicable statute or regulation. No delay on BBFD's part in exercising any right hereunder or taking any action to collect or enforce payment of any obligations herein guaranteed, either as against the Customer or any other person liable with the Customer shall operate as a waiver of any such right or in any manner prejudice BBFD's rights against the Guarantor. The Guarantor agrees that in the event of any default at any time by the Customer BBFD shall be entitled to look to the Guarantor immediately for full payment without prior demand or notice.

**12. General Provisions.**

- Waiver by any 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.
- This agreement cancels and supersedes all other previous cardlock card agreements or terms and conditions agreed to by the Customer and BBFD.
- BBFD may, upon at least one month's notice to the Customer, vary the terms hereof, but the Customer shall remain responsible for all indebtedness notwithstanding any such variations. Use of the cardlock card after the effective date contained in BBFD's notice will be deemed to be acceptance by the Customer of such new terms as of such effective date.
- All notices required by this agreement shall be in writing and may be given by personal delivery, email or facsimile and such notice shall be deemed conclusively to have been given and received, if delivered, at the time of delivery, and if sent by email or facsimile, at the time the sender receives a confirmation of delivery of such notice to the addresses in this agreement or at such other addresses as may have been substituted therefor by proper notice hereunder. The Customer shall promptly notify BBFD of any change of Customer's contact information.
- This Application and agreement shall enure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto. The Customer shall not in any way assign or transfer the cardlock card or its rights or obligations hereunder.
- In the event that more than one person is named as Customer or Guarantor in this agreement all obligations of the persons so named as the Customer and as the Guarantor shall be construed as being joint and several obligations of each such named person, and, when the context herein so requires or permits, the singular number will be read as if the plural were used and vice versa and the masculine gender as if the feminine or neuter gender were used and vice versa.
- This Contract shall be governed by and construed under the laws of the Province of British Columbia. Any action arising out of or relating to this agreement shall be brought in the appropriate court in the City of Penticton and the parties irrevocably attorn to the exclusive jurisdiction of such laws and court.
- Any terms and conditions of this agreement or parts hereof 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.

Signed by the Customer, if an individual, or the authorized signatory of the Customer, if a company on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signed by the Guarantor, if an individual, or the authorized signatory of the Guarantor, if a company on \_\_\_\_\_, 2020.

\_\_\_\_\_  
L/S

\_\_\_\_\_  
L/S



**Barry Beecroft Fuel Distributors Ltd  
Pre Authorized Debit & Credit  
Agreement**

Customer Information	
Name	
Address	
City/Prov/Postal Code	
Phone	
BBFD Account Name (Office Use Only)	

**Please fill out ONE of the following methods of payment**

Attach a void cheque or fill out the following for debit payment	Fill out the following for Auto Credit Card Processing
Deposit Account Number:	Visa or MasterCard Number:
Branch Transit Number:	
Financial Institution Number (Route):	Expiry Date:
Financial Name & Branch Address:	Name on Card:
By signing below you authorize Barry Beecroft Fuel Distributors Ltd. to debit the bank account above for the amount owing on the Customer's account on the 15th and the last day of each month.	By signing below you authorize Barry Beecroft Fuel Distributors Ltd. to debit the credit card above for the amount owing on the Customer's account on the 1st and the 16th day of each month.
These Services are for (Check one): <input type="checkbox"/> Personal <input type="checkbox"/> Business	
You may revoke your authorization at any time, in writing, subject to providing notice of 30 days. To obtain a sample cancellation form, or for more information on your right to cancel a PAD agreement, contact your financial institution or visit <a href="http://www.payments.ca">www.payments.ca</a>	
Signature of Account Holder:	Signature of Joint Account Holder (if applicable):
Name (Printed)	Name (Printed)
Date:	Date:
You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, contact your financial institution or visit <a href="http://www.payments.ca">www.payments.ca</a>	

When completed please return form to :

Email: [Accounting@bbfd.ca](mailto:Accounting@bbfd.ca)

Fax: 250-490-0521

Phone: 250-490-0567

ATTENTION: Michele

Barry Beecroft Fuel Distributors Ltd

448 Industrial Ave East Penticton, BC V2A 3J1



# COLOURED FUEL CERTIFICATION (INCLUDES MARINE DIESEL AND LOCOMOTIVE FUEL)

under the *Motor Fuel Tax Act*

## GENERAL INQUIRIES

Toll-free in Canada: 1 877 388-4440

Email: [FuelTax@gov.bc.ca](mailto:FuelTax@gov.bc.ca)

For more information, please see [Bulletin MFT-CT 003, Coloured Fuels](#) or visit our website at [gov.bc.ca/salestaxes](http://gov.bc.ca/salestaxes) and go to [Motor Fuel Tax and Carbon Tax](#)

### Freedom of Information and Protection of Privacy Act (FOIPPA)

The personal information on this form is collected for the purpose of administering the *Motor Fuel Tax Act* under the authority of section 26(a) of the FOIPPA. Questions about the collection or use of this information can be directed to the Manager, Program Services, PO Box 9442 Stn Prov Govt, Victoria BC V8W 9V4 (telephone: toll-free at 1 877 388-4440).

## INSTRUCTIONS FOR SELLERS

You must obtain a completed and signed copy of this certification form before you sell coloured fuel, marine diesel or locomotive fuel to a purchaser for their own use:

- through a cardlock (including at a terminal rack or bulk plant), or
- in an amount greater than 45 litres.

You must keep this certification on file. You may make additional sales of fuel based on this certification if:

- the information on this certification is current, and
- you can link each sale to this certification (e.g. by an account or reference number).

You do not need to obtain this certification if you:

- transfer the fuel directly into the supply tank of a ship that is in or on the water,
- sell the fuel to a farmer that has provided you a completed and signed *Certificate of Exemption – Farmer (FIN 458)*, or a copy of their valid Farmer Identify Card issued by the BC Agricultural Council, or
- sell the fuel to a purchaser for resale (they must be an authorized coloured fuel seller to purchase coloured fuel for resale).

If a certification is required and you have not obtained one from a purchaser, you must collect tax from the purchaser on the sale of the fuel at the clear motor fuel tax rate (i.e. the same rate as clear gasoline or clear diesel) not at the rate of 3 cents per litre. For information on tax rates, see [Bulletin MFT-CT 005, Tax Rates on Fuels](#). If the tax you collect is greater than the security you paid on the fuel, you must remit the additional tax.

If you sell coloured fuel, marine diesel or locomotive fuel without obtaining the required documentation and do not collect tax at the clear fuel rate, you may be subject to a penalty equal to the difference between the tax you collected and the tax you were required to collect, as well as additional penalties and interest.

**Please Note:** You may sell coloured fuel to a farmer exempt from motor fuel and carbon tax if:

- you are delivering the fuel to a storage receptacle on the farmer's farm or the farmer is purchasing on account from a terminal, bulk plant or cardlock, and
- the farmer provides you with one of the following:
  - a completed and signed *Certificate of Exemption – Farmer (FIN 458)*, or
  - a copy of their valid Farmer Identify Card issued by the BC Agricultural Council.

## INSTRUCTIONS FOR PURCHASERS

If you are purchasing coloured fuel, marine diesel or locomotive fuel for your own use, you must complete this certification, or an alternative as described above in the case of a farmer, to certify that you will use the fuel for an authorized purpose. You must provide this form, or the alternative, **to the fuel seller.**

If you do not provide this certification to the fuel seller before purchasing the fuel as required, you must pay tax at the clear motor fuel tax rate (i.e. the same rate as clear gasoline or clear diesel). The only exceptions are if:

- you are purchasing 45 litres of fuel or less,
- you are purchasing the fuel for resale, or
- the seller is transferring the fuel directly into the supply tank of your ship that is in or on the water.

If you purchase coloured fuel and pay tax at the clear fuel rate because you did not complete this certification, you may be eligible for a refund. The refund is for the difference between the tax you paid and 3 cents per litre if you use the coloured fuel for an authorized use. For more information, please see [Bulletin MFT-CT 003, Coloured Fuels](#).

**Please Note:** You cannot purchase coloured fuel for resale unless you are authorized as a coloured fuel seller. For more information, see [Bulletin MFT-CT 001, Fuel Sellers](#).

## COLOURED FUEL

I am purchasing coloured fuel ONLY for the following authorized uses (**check (✓) all intended uses**):

- a ship
- a locomotive
- tractor used **off highway**
- any of the following industrial machines when used **off highway**:
- fork-lifts
  - front-end loaders
  - lumber carriers
  - bulldozers
  - shovels
  - backhoes
  - crushers
  - any machine equipped with caterpillar tracks
  - earth compactors
  - graders
  - grass mowers
  - rollers
  - skidders
- a stationary or portable engine (for example, a generator or a portable sawmill)
- a road building machine (for example, an asphalt paving machine, a self-propelled compressor) used within a highway project area, or used by, or for, the government for constructing or repairing government maintained roads (including forestry and mining roads on Crown land)
- a motor vehicle that is not licensed to operate on a highway, including unlicensed snowmobiles and all-terrain vehicles (ATVs)
- a commercial motor vehicle (other than a pick-up truck) when used **off highway** for transporting drilling rigs, equipment and supplies, fuel, water, well-servicing equipment/supplies, geophysical and seismic equipment/supplies for persons **actively engaged in exploring or drilling for petroleum and natural gas**
- farm vehicles that have a farm licence plate (also known as an "A" or "G" plate) when operated for farm purposes on a highway by, or on behalf of, a farmer
- a tractor when used on a highway for, or by, a farmer for the farmer's farm
- a motor vehicle used **off highway by the logging industry**, such as:
- trucks used for hauling logs or lumber
  - crew crummies or buses used for the transportation of company employees, contractors or agents of the company, or employees of the contractors and agents
  - fire trucks used as fire trucks
  - ambulances used as ambulances
- a motor vehicle used **off highway by the mining industry** in a mineral/mining operation, such as:
- trucks used for transporting minerals
  - crew crummies or buses used for the transportation of company employees, contractors or agents of the company, or employees of the contractors and agents
  - fire trucks used as fire trucks
  - ambulances used as ambulances

## MARINE DIESEL AND LOCOMOTIVE FUEL

I am purchasing (**check (✓) if applicable**):

- marine diesel for use in a ship       locomotive fuel for use in a locomotive or other vehicle run on rails

## CERTIFICATION

By signing this form, I certify that I will use fuel for the authorized use(s) identified above.

I acknowledge that if:

- I purchase or use coloured fuel for a purpose that is not authorized under the *Motor Fuel Tax Act*, I must pay tax in accordance with section 15(3) of the *Motor Fuel Tax Act* and I may be subject to penalties equal to the greater of:
  - three times the tax that would have been payable if the fuel had not been coloured, and
  - up to \$1,000 per day per vehicle.
- I make a false statement on a form required under the *Motor Fuel Tax Act*, I may be subject to a fine of up to \$10,000 and/or imprisonment for up to two years.

FULL LEGAL NAME OF THE PURCHASER	IF A BUSINESS, NAME AND TITLE OF SIGNING AUTHORITY	ACCOUNT NUMBER – For Seller's Use Only ( <i>if applicable</i> )
MAILING ADDRESS ( <i>include street or PO box, city, province and postal code</i> )		TELEPHONE NUMBER (      )
SIGNATURE  <b>X</b>		DATE SIGNED YYYY / MM / DD