

Key to the Highway Card Agreement

This agreement contains the terms and conditions governing the use of the Key to the Highway Card (the "Card") issued by Garva Petroleum Limited and having an address of #1-53304 Range Road 170, Yellowhead County, AB (Box 6906, Edson, AB, T7E 1V3) as of the date indicated on your application.

WHEREAS Garva Petroleum Limited & Imperial Oil have a number of facilities (the "Cardlock facilities") for the purpose of dispensing certain petroleum products to its commercial customers,

AND WHEREAS the Customer wishes to purchase through the Cardlock facilities the petroleum products specified in this Garva Petroleum Limited / Imperial Oil "Key to the Highway Card Agreement"

WITNESSES that in consideration of the premises and the agreement herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. Sales (a) Garva Petroleum Limited / Imperial Oil agrees to sell and Customer agrees to purchase, subject to terms and conditions contained within this agreement, such motor fuels including motor gasolines, diesels and other petroleum products as Garva Petroleum Limited / Imperial Oil makes available at various locations in Canada. (b) Garva Petroleum Limited / Imperial Oil may authorize the use of the card to purchase Diesel Exhaust Fluid ("DEF") directly from the owners or operators of participating cardlock facilities who have agreed to accept the Card for DEF purchases (the "Dealers"). Payment for Customer's purchases of DEF shall be in accordance with section 3 hereof. Any sales of DEF to Customer are performed by such Dealer as an independent dealer and not as an agent, servant, or employee of Garva Petroleum Limited / Imperial Oil and without limiting the generality of the foregoing, Garva Petroleum Limited / Imperial Oil makes no representations or warranties, whether express or implied, with respect to the DEF purchased by Customer from a Dealer. 2. Volume – Customer agrees that this is a limited volume commercial fuel Card with a credit limit established by Garva Petroleum Limited / Imperial Oil and further agrees to use this Card solely for fueling into its commercial vehicles only. Customer agrees to be responsible for all product sales recorded with the Card. 3. Payment – Customer shall pay cash before it purchases the products or Garva Petroleum Limited / Imperial Oil may as its option sell products to Customer on credit with such credit terms as Garva Petroleum Limited / Imperial Oil may from time to time specify. A charge of twenty-four percent (24%) per annum (being 0.065% daily) or other such charges as Garva Petroleum Limited / Imperial Oil may from time to time advise may be applied to any balance overdue at month end. Garva Petroleum Limited / Imperial Oil may at any time cancel Customer's credit and decline to allow Customer to purchases products on credit under this Agreement. Customer shall be liable for and hereby agrees to pay Garva Petroleum Limited / Imperial Oil the purchase price for all purchases made through the use of each Card, plus a transaction fee as determined by Garva Petroleum Limited / Imperial Oil from time to time. 4. Default – If Customer fails to make any payment for the products when such payment is due (time being of the essence) or if Customer fails to observe or perform any other of the provisions of this Agreement, Garva Petroleum Limited / Imperial Oil may, at its option do one or both of the following (i) cancel Customer's credit until such breach is cured by Customer or (ii) terminate this Agreement.	5. Use – The Card is for use at Cardlock facilities and is not accepted at Imperial Oil retail service stations in Canada. Customer agrees that it and its servants and agents will use the Cardlock facilities and enter onto the said lands entirely at Customer's own risk, and that it will not permit any person to have access to the said lands except Customer's authorized driver and an assistant to such driver. Customer hereby agrees to and undertakes to advise such authorized drivers and their assistants of the safety rules and operating procedures which are specified in Clause 9 to this Agreement. 6. Title to the products shall pass to Customer at the outlet flange of the meter. 7. Product Warranty – Garva Petroleum Limited / Imperial Oil warrants that the motor gasolines and diesels shall at the time of delivery conform to its specifications therefor, as amended from time to time. Customer shall not assert a claim that a product does not comply with the specifications aforesaid unless Customer gives notice to Garva Petroleum Limited / Imperial Oil of such non-compliance within forty-eight (48) hours after discovering such non-compliance and further gives Garva Petroleum Limited / Imperial Oil a reasonable opportunity to inspect and test the product in question. There are no other representations or warranties, express or implied, as to the quality, merchantability or fitness for a particular purpose of the petroleum products. This provision shall survive termination of this agreement. 8. Cards – Customer agrees that the Card or Cards are the property of Garva Petroleum Limited / Imperial Oil and must be returned to Garva Petroleum Limited / Imperial Oil on its demand and in any event on the termination of this agreement. In the event of loss by the Customer of the Card to the Cardlock facilities or in the event of the theft of such Card, Customer nevertheless remains responsible for the sales of products registered or recorded on the Cardlock meter. However, Customer upon giving notice to Garva Petroleum Limited / Imperial Oil of loss or theft of the Card as set out herein, is only responsible for products actually sold and registered or recorded on the Cardlock meter for the first 24 hours following the time that Garva Petroleum Limited / Imperial Oil received notice of loss or theft of the Card(s), such notice being given by Customer to Garva Petroleum Limited / Imperial Oil by fax at (780)712-4798 or by email at katherine.kuefler@garva.ca upon the loss or theft of the Card(s). Customer is entitled to obtain replacement Card(s) from Garva Petroleum Limited / Imperial Oil. Customer agrees not to alter any Card or to copy, store or otherwise use any electronic information from any Card or Cards unless authorized in writing by Garva Petroleum Limited / Imperial Oil. Any loss or damages resulting from unauthorized use or alteration shall be solely the responsibility of the Customer.
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| <p>9. Safety and Pollution Rules – Each party shall comply with all applicable laws, governmental rules and regulations and orders applicable to the handling, purchasing and delivery of products through the Cardlock facilities. Customer acknowledges that Garva Petroleum Limited / Imperial Oil has established and accepted standards and practices relating to the proper handling and storage of petroleum products for the protection of the environment and safe operation of the Cardlock facilities, which may exceed those stipulated by law. Customer agrees to observe such standards and practices and without limiting the generality of the foregoing, Customer agrees to comply with the safety and operating rules and regulations which Garva Petroleum Limited / Imperial Oil may establish from time to time for its Cardlock facilities.</p> <p>10. Non-Performance</p> <p>(a) Neither party shall be deemed to be in default nor shall be liable for the non-performance of any covenant, agreement or obligation in the Agreement (except Customer's obligation to pay for product delivered hereunder), if such default or non-performance is caused by or is 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 or breakdown of or injury to any facilities used in or for the production, transportation, manufacturing, handling, or delivery of the product or 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 one or more of Garva Petroleum Limited / Imperial Oil's usual suppliers to supply all or any part of the product or the crude oil, shortage of the products or the crude oil for any reason, or compliance with any law, rule, regulation, order, request or recommendation of any governmental authority, domestic or foreign, or person purporting to act therefor.</p> <p>(b) Garva Petroleum Limited / Imperial Oil shall be under no obligation to make deliveries hereunder at any time when in Garva Petroleum Limited / Imperial Oil's sole judgement the making of a delivery might cause strikes to be called against it or cause its property to be picketed.</p> <p>11. Indemnity – Customer agrees to indemnify and save harmless Garva Petroleum Limited / Imperial Oil of from and against any and all losses, costs, expenses, damages, claims, actions and causes of action arising out of or resulting from the use by anyone of Customer's Card(s) in the Cardlock facilities within the first 24 hours following the time that Garva Petroleum Limited / Imperial Oil has received notice from Customer of loss of Card(s), such notice being given by Customer to Garva Petroleum Limited / Imperial Oil.</p> <p>12. Insurance – Without in any way limiting the indemnity above given by Customer to Garva Petroleum Limited / Imperial Oil, Customer agrees to take out and maintain and ensure its owner-operators take out and maintain for the duration of this Agreement, automobile liability insurance covering all vehicles using the Cardlock facilities, with limits for:</p> <ul style="list-style-type: none"> - bodily injury including passenger hazard - property damage of not less than \$2 million inclusive of any one accident. <p>Customer further agrees that any third-party liability insurance required to be taken out by Customer under the terms hereof shall contain a waiver by the insurer of any right of subrogation it may have as against Garva Petroleum Limited / Imperial Oil.</p> | <p>13. Miscellaneous – Garva Petroleum Limited / Imperial Oil shall not be liable for any special or consequent damages arising from any branch of its obligations under this Agreement. It is expressly agreed that the sales of products shall be governed solely by the provisions of this Agreement and not by the provisions of any purchase order Customer may give to Garva Petroleum Limited / Imperial Oil either before or after the date of this Agreement whether or not such purchase order is or purports to be accepted by Garva Petroleum Limited / Imperial Oil. Any notice given under this Agreement, except notice under section 8 hereof, shall be given in writing and faxed to (780)712-4798 or delivered or mailed to the respective parties at their addresses first set forth above or at such other address as either party may designate to the other by notice in writing. If a notice is mailed it shall be deemed to have been received on the second business day following the date of mailing. This Agreement shall be read with such change in number and gender as the context or reference to the parties hereto require. The clause headings are inserted for convenience of reference and shall not govern or affect the interpretation of this Agreement. This Agreement shall be construed in accordance with and be governed by the laws of Alberta. This Agreement shall be binding on and ensure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns but shall not be assigned by Customer without Garva Petroleum Limited / Imperial Oil's prior written consent.</p> <p>14. For the purpose of this Agreement the fact that the Card has been issued replaces the need for Garva Petroleum Limited / Imperial Oil's signature and the use of this Card by the Customer is conclusive proof of the Customer's acceptance of the terms and conditions contained herein.</p> <p>15. Your data will be hosted, used and processed by a third-party service provider located in the U.S.A.</p> |
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