

SHERWOOD CO-OPERATIVE ASSOCIATION LIMITED

FUEL MANAGEMENT SYSTEM

CARDLOCK USER AGREEMENT

The following are the terms and conditions of the agreement between, Sherwood Co-operative Association Limited (the "Co-op") from which the Customer received the Card and the person (the "Customer") to whom the enclosed cardlock card(s) (the "Card") is issued. The use by the Customer of the Card indicates the Customer's acceptance of these terms and conditions.

1. Ownership of the Card at all times remains in the Co-op, and the Co-op, or its agent, may retake possession of the Card at any time on or after termination of this agreement. Upon termination of this agreement, the Customer must return the Card to the Co-op.
2. System Wide cards can be used at any Co-op Cardlock in Canada. Local cards can only be used where specified in Section 9. The Customer may terminate this agreement by giving written notice of termination to the Co-op at any time.
3. If the Customer has more than one Card, the Customer is responsible for all purchases made using the cards provided.
4. The Customer may use the Card to obtain the petroleum products for which the Card is authorized from the CO-OP Cardlock network from time to time. The dispensing equipment is to be used by trained cardholders only, and is not open for the use of the general public.
5. The prices to be paid for petroleum products purchased through the Co-op's Cardlock Network using the Card will be the prices established by the Co-op for the Customer. The Co-op prices may be changed by the Co-op from time to time.
6. The Customer agrees to pay for all petroleum products recorded by the Cardlock Network to the Customer's account number until **WRITTEN** notice of cancellation is received by the Co-op. The Customer shall be fully and completely responsible for all such charges, regardless of how such charges have been incurred or by whom. Notice to the Co-op, as defined in this paragraph, shall only be effective, and thereby relieve the customer of any liability for further charges, when such written notice is actually received by the Co-op.
 Initial
7. The Customer confirms and agrees that they are fully and unequivocally responsible for the safe guarding of its PIN number and assumes all and complete liability for its safe keeping and use with the cardlock card. The customer agrees that they must not disclose its security (PIN) number and is fully responsible for the security of the (PIN). In particular, the customer unequivocally covenants and agrees not to write the PIN number on the card and shall assume full and complete responsibility for the security of both the Card and PIN number.
 Initial.
8. All accounts are due when rendered. Purchases of petroleum products from the Co-op are payable in full in accordance with the Co-op's credit terms. Purchases of petroleum products from other retail co-operatives are payable in full each month, or when other payment terms that the Co-op and the Customer have determined to be applicable. If the Customer fails to pay account(s) within the credit terms, the Customer agrees to pay interest at the rate set from time to time by the Co-op, on the balance of the account(s) from the statement date upon which the invoice(s) appeared until payment is received by the Co-op. By example if the Co-op's interest rate for a 30 day account was 2% per month (24% per year) charged monthly it would have an effective rate of 26.8% per year. The Co-op will advise the Customer of the actual interest rate and of any changes in its interest rate as required by law. Payments which do not retire the account in full will be applied first to the interest and secondly to reduce the principal outstanding. The Customer agrees to pay all costs and expenses incurred by the Co-op in the collection of any past due account including legal fees on a solicitor-and-client basis.
9. **Co-op patronage will be paid only on petroleum products purchased at cardlocks located in Regina, Indian Head, Montmartre and Southey. Patronage will be subject to the provisions of the Sherwood Co-op's patronage policy.**
 Initial
10. The Co-op has the right at any time to change the access mechanism or codes at the Cardlock locations. If the Customer is in default under this agreement or becomes insolvent or bankrupt, the Co-op may terminate this agreement immediately.
11. The Co-op or any Retail Co-operative including Federated Co-operatives Limited is not liable to the Customer for any inability by the Customer to obtain petroleum products for any reason whatsoever.
12. All cardlock changes required by the customer to the Co-op must be sent by one of the following methods: fax, email, registered mail communication or personal delivery all to the attention of the petroleum department of the Co-op. The Co-op may provide notices to the Customer by one of the following methods: fax, email, registered mail communication, to the Customer's numbers or address as shown on their account application.
13. If the Customer wishes to obtain additional or amended cards, it may make a request to the Co-op either electronically or in writing, and if issued, those additional or amended cards will be subject to the terms and conditions of this agreement even though they were not delivered with this agreement.
14. The Customer acknowledges that they have received instructions in (a) the means of activating dispensing equipment using the Card; (b) the proper operation of the dispensing equipment; and (c) the location and proper use of the emergency shut-off switches and the fire extinguisher. The dispensing equipment at a cardlock is to be used by trained cardholders only, and is not open for use by the general public.
15. The Customer agrees that they and every person to whom the Customer gives a card: (a) will not leave the dispensing equipment unattended at any time while it is being operated; (b) will control sources of ignition; and (c) will not dispense petroleum products into containers which do not comply with fire regulation.
16. The Customer agrees to indemnify the owner of the site from which petroleum products are dispensed using the Card against all claims, liabilities, demands, damages and causes of action, and all costs and expenses of investigating and defending them including legal fees on a solicitor-and-client basis, arising from the use of the Card or the dispensing equipment, including injury to a person or persons, including death and property damage including environmental contamination of soil or groundwater.
17. The Co-op may vary the terms on which the Card is to be used at a time by notice to the Customer. Any use of the Card after notice of a change is subject to the varied terms.
18. The Co-op may suspend or limit the right of the Customer to use the Card until payment has been received by the Co-op. The Co-op has the right to terminate this agreement immediately.
19. I have reviewed and agree to the terms of this Cardlock User Agreement

Date:

Printed Name:

Signed:

(Applicant)