

TERMS AND CONDITIONS

In consideration of the British Columbia Used Oil Management Association (the "BCUOMA") accepting the registration of the applicant, and in consideration of the applicant becoming eligible to receive payment from BCUOMA of Return Incentives and/or Infrastructure Development Incentives, and in consideration of the applicant's agreement to exercise his powers and carry out his duties in accordance with the *Environmental Management Act* (the "Act"), any regulations made under the Act (the "regulations"), and in consideration of the covenants contained herein, the applicant agrees as follows:

1. The applicant agrees to be bound by BCUOMA bylaws, programs, policies, and procedures.
2. The applicant agrees to provide BCUOMA with all reasonable information relating to this Application or any matter that relates to the program or procedures of BCUOMA and agrees that BCUOMA has a right of access to any and all such information during normal business hours and on 24 hours notice to the applicant.
3. The applicant agrees to provide, at the request of BCUOMA, all documentation, receipts, entries, or information that may support or relate to any claim for return incentives to BCUOMA, upon request.
4. The applicant hereby acknowledges and agrees that any funds, return incentives, payments, advances, paid under BCUOMA programs are paid subject to verification of any information requested by BCUOMA, and subject to all required information being correct and sufficient for the purpose of BCUOMA.
5. Any registration granted, or any payment made by BCUOMA, where there is a false certificate by the applicant, or false or misleading information provided by the applicant, shall be considered to have been granted or paid in mistake. Any such registration is void and any such payment is held in trust by the applicant for the sole and exclusive benefit of BCUOMA. Such payments or funds shall be returned forthwith to BCUOMA upon either BCUOMA's or the applicant's discovery of the error.
6. BCUOMA maintains the right, at its sole discretion, to withhold any payment or registration of application, until sufficient verification or information has been provided by the applicant in relation to any manner reasonably requested to be verified by BCUOMA.
7. BCUOMA reserves all rights and remedies provided to it under law that may be in addition to any terms contained herein.
8. The applicant acknowledges BCUOMA's authority to make bylaws, policies and procedures and agrees to be bound by any bylaws, policies and procedures made by BCUOMA.
9. The applicant acknowledges and agrees that BCUOMA may cancel or suspend the registration of the applicant if the applicant contravenes the Act, the Regulations, or the bylaws, or upon any false or misleading representation made in any application or claim form for payment of BCUOMA's Return Incentive. The applicant acknowledges and agrees that BCUOMA may cancel or suspend the registration of the applicant if: (a) the applicant ceases to carry on business; or (b) the applicant applies to surrender his certificate of registration to BCUOMA.
10. The applicant agrees to surrender his certificate of registration to BCUOMA if the applicant's registration is cancelled or suspended. The applicant agrees he will not be entitled to, and will not participate in, carry on, business under BCUOMA's programs unless he is registered and his registration is not under suspension.