

ReD Fuel Cards (Europe) Terms of Business (V7e)

1. Definitions

„Bunkering“ means the process by which the Customer, having purchased Fuel from a Supplier, is able to draw that Fuel from the Network Pool upon production of a Bunkering Card up to the amount which the Customer has purchased, subject to ReD Fuel Cards (Europe) reserving the right to withdraw access to the Network Pool at any time the Customer has less than three Working Days average Fuel drawings in the Network Pool.

„Bunkering Card“ means a Card used only for Bunkering.

„Card“ means a card issued by ReD Fuel Cards (Europe) to the Customer for use by that Customer and its Cardholders to purchase Fuels and Products from ReD Fuel Cards (Europe) and the Suppliers.

„Cardholder“ means any person authorised by the Customer to use a Card issued to that Customer.

„Chip & PIN“ means the technology that allows a machine readable computer chip to be embedded into a Card. This chip will allow data on the Fuel and other entitlements that may be purchased with that Card to be set in advance and to be confirmed at the point of purchase by a Network Site or Supplier that supports Chip & PIN capability.

„Customer“ means the party in whose name a ReD Fuel Cards (Europe) account is maintained by ReD Fuel Cards (Europe) Limited.

„European Operating Subsidiary“ means each subsidiary of ReD Fuel Cards (Europe), or of any holding company of ReD Fuel Cards (Europe), which has arranged with ReD Fuel Cards (Europe) to supply Fuel and any other goods or services as agreed from time to time in a particular territory or territories in Europe other than the United Kingdom.

„Fuel“ means diesel, petrol and/or gas oil. Only diesel is available for Bunkering.

„Network Pool“ means the total amount of Fuel held at any time in all the Network Sites.

„Network Site“ means a location at which a Card can be used to obtain Fuel.

„PIN“ means a Personal Identification Number issued by ReD Fuel Cards (Europe) for use in conjunction with certain Cards.

„Products“ means products and services that may be made available to Customers and their Cardholders by the Suppliers from time to time and which may be purchased using a Card, which products and services shall include, but not be limited to vehicle support services (such as breakdown recovery and tyre/windscreen replacement or repair), gas oil, lubricating oil, tunnel cards, toll cards and/or toll boxes, and parking facilities. „ReD Fuel Cards (Europe)“ means ReD Fuel Cards (Europe) Limited of Europaallee 2, 36251 Bad Hersfeld, Germany.

ReD Fuel Cards (Europe) will notify the Customer about changes in the availability of Products from time to time

„Supplier“ means a third party supplier which, as agent for ReD Fuel Cards (Europe), supplies Products or Fuel to a Customer and their Cardholders.

„Working Days“ means Monday to Friday from 8.00 am to 5.00 pm, excluding Bank and Public Holidays.

1(A) Your attention is particularly drawn to clause 27 below.

2. These terms and conditions are the only terms and conditions valid between ReD Fuel Cards (Europe) and all other European subsidiary companies and all suppliers and form the basis of business relationships with the clients. They are valid, excluding all other terms and conditions for all supplies of fuel and products to the customers. No other submitted conditions to the customer are any part of any contract between ReD Fuel Cards (Europe), all other European subsidiary companies and all suppliers. The customer relinquishes any legal claim, which would be entitled to him in accordance with such other conditions.

These terms and conditions are valid for all sales by ReD Fuel Cards (Europe), all other European subsidiary companies and all suppliers. Any deviation from these conditions has no effect, unless in writing and specifically signed duly by an authorised authority of ReD Fuel Cards (Europe). The customer acknowledges that when using the card for refuelling with petrol in an area outside of the Republic of Germany by him and his card users, (a) this is carried out according to a contract between the customer and the respective European subsidiary company responsible for this area; (b) the purchased fuel will be invoiced by this European subsidiary company; (c) this invoice is to be settled in the same way as if it was invoiced by ReD Fuel Cards (Europe) in Germany; and (d) every European Subsidiary company has named ReD Fuel Cards (Europe) as its agent to negotiate agreements with the customer and to collect payment from the customer in their name. ReD Fuel Cards (Europe) is authorised at all times to make changes to their corporate form or to transfer the contractual agreement to another company, without needing the explicit approval of the customer.

3. The Customer shall request ReD Fuel Cards (Europe) to issue a Card in respect of each of the Customer's nominated vehicles. The fleet or registration number of each such vehicle shall be written on a Card that shall only be used for that vehicle. The Customer may, alternatively or in addition, request one or more general purpose Cards for use by its staff. The Customer shall be responsible for safe delivery of Cards to its Cardholders. The Cardholder shall take all reasonable care to prevent the loss, theft or mutilation of any Cards. ReD Fuel Cards (Europe) may provide a PIN in respect of a Card issued. It is the responsibility of the Customer and each Cardholder to ensure security of the PIN at all times. The Customer shall be liable for all purchases or drawings on a Card made by a third party who has obtained the PIN for that Card. ReD Fuel Cards (Europe) may charge a fee on the issue, renewal or replacement of a Card. ReD Fuel Cards (Europe) may also charge an administration fee for the provision of Bunkering and of Network Site directories.

4. By delivering a Card to an intended Cardholder the Customer authorises such Cardholder to use the Card as agent for the Customer and subject to these terms and conditions. Cards shall be returned by the Customer to ReD Fuel Cards (Europe) promptly on request.

5. A Card may be used to draw Fuel by inserting it in automatic card reading equipment (where available) at a Network Site, or by presenting it for validation to authorised personnel at any such site.

6. Fuel obtained by use of a Card otherwise than through Bunkering may be drawn by a Cardholder up to a credit limit determined by ReD Fuel Cards (Europe) and will be charged at the price specified from time to time, such price being available on request to ReD Fuel Cards (Europe).

7. Certain Cards may be used to obtain Products from Suppliers, the availability of which will be advised by ReD Fuel Cards (Europe) to the Customer up to a credit limit determined by ReD Fuel Cards (Europe). Risk in Products will, where relevant, pass on delivery. Title in Products will not pass from the relevant Supplier to the Customer until such Products have been paid for in full by the Customer. A Card may only be used to make a purchase of a Product from a Supplier which, acting as an agent of ReD Fuel Cards (Europe) in making such supply, accepts that Card.

8. Where ReD Fuel Cards (Europe) has provided the Customer with a Card enabled with Chip & PIN capability ReD Fuel Cards (Europe) may, at the Customer's request, set limits or restrictions on the Fuel or Services that may be obtained with that Card. ReD Fuel Cards (Europe) will use reasonable endeavours to ensure that any such limits or restrictions are enforced at the Network Sites and by the Suppliers. However, the enforcement of such limits or restrictions cannot be, and is not, guaranteed. Should any limit or restriction fail to be enforced in respect of any Card on which limits or restrictions has been set the Customer shall remain responsible for the price of all Fuel or Goods obtained with that Card, whether or not in excess of any limit or permitted usage requested by the Customer. Chip & PIN capability may not be supported at every Network Site or by every Supplier.

9. A VAT invoice and/or statement of amounts charged to the Customer's account together with details of all other movements on the account will be sent by ReD Fuel Cards (Europe) to the Customer each week or otherwise as agreed from time to time.

10. The amount due to ReD Fuel Cards (Europe) as shown on the invoice or account statement shall be paid in full to ReD Fuel Cards (Europe) by the Customer within the time period specified by ReD Fuel Cards (Europe). Payment shall, unless otherwise agreed, be made by direct debit.

The fuel delivered remains the sole property of the fuel card issuer until complete payment has been made (reservation of proprietary rights). The customer is not authorised, before payment in full, to dispose of the fuel or to leave to third parties.

Aforementioned provisions are also valid in the case of combining, mixing or processing. In this case the aforementioned provisions apply also to the substance combined with the fuel.

11. In determining whether a Customer has obtained Fuel and/or any other goods or services using the Card, ReD Fuel Cards (Europe)'s computer records shall, in the absence of fraud or manifest error, be deemed conclusive. The Customer may request copies of any signed receipts relating to any transaction involving the use of a Card within 4 weeks of such transaction, but the absence of any such receipt shall not be conclusive in determining whether or not such transaction took place. ReD Fuel Cards (Europe) reserves the right to make a reasonable charge for the supply of copy receipts.

12. ReD Fuel Cards (Europe) reserves the right to charge interest on any amount not paid by the due date, such interest being payable for the period from the due date for payment until actual payment or, if payment is made by cheque, until the date four days after receipt of the cheque by ReD Fuel Cards (Europe). The rate of interest shall be up to eight per cent per annum above the base rate of ECB from time to time in force during the period for which such interest is payable or such other rate as shall be determined by ReD Fuel Cards (Europe) and notified to the Customer.

Such interest shall be charged to the Customer's account and entered in the next or any subsequent statement. Without prejudice to any other rights that ReD Fuel Cards (Europe) may have and in addition to any sums payable by the Customer to ReD Fuel Cards (Europe), ReD Fuel Cards (Europe) shall be entitled to charge the Customer a reasonable amount on each occasion that: (i) a cheque presented by the Customer is returned unpaid; (ii) any standing order or direct debit instruction fails; and (iii) the Customer's account or any subsequent payment due to ReD Fuel Cards (Europe) is referred to a third party collection agency or legal agents, including solicitors.

13. ReD Fuel Cards (Europe) may set off any debt due to it from the Customer against any Fuel held on behalf of the Customer in the Network Pool at a price to be reasonably determined by ReD Fuel Cards (Europe). ReD Fuel Cards (Europe) reserves the right to take payment by contra from any amounts due to the Customer from any associated company of ReD Fuel Cards (Europe).

14. The outstanding balance on the Customer's account shall become due and payable to ReD Fuel Cards (Europe) and the right to use the Card shall automatically terminate forthwith (but without prejudice to the Customer's liability for use of the Card after termination or to the rights of ReD Fuel Cards (Europe) accrued at the date of such termination) upon the Customer (if a company) going into liquidation whether compulsory or voluntary, or having an administrator, receiver or an administrative receiver appointed over any part of its property or undertaking or (if an individual) becoming bankrupt or dying or in either case entering into a formal or informal arrangement with its creditors.

15. If the Customer or the Cardholder shall be in breach of any of these terms and conditions ReD Fuel Cards (Europe) shall, at its sole discretion, be entitled to declare that the whole outstanding balance of the Customer's account shall be due and payable in full and to terminate the Customer's right to use Cards, but without prejudice to the Customer's liability for any use of Cards after termination or to the rights of ReD Fuel Cards (Europe) accrued at the date of termination.

16. ReD Fuel Cards (Europe) may terminate all customer cards upon written demand and can request the return of such cards. ReD Fuel Cards (Europe) may at all time without previous notice terminate or refuse issue of a new card or refuse replacement. In particular ReD Fuel Cards (Europe) is allowed to immediately terminate and to cancel all cards if the, by ReD Fuel Cards (Europe) negotiated credit limit, has been reached and the customer has not, within a reasonable period of time, increased the securities or made payment. This period of time is usually a maximum of 3 calendar days. The termination of all rights to utilisation of the card is without prejudice to the liability of the customer to use the card before or after such termination.

17. Cards must not be used beyond expiry of the validity date embossed on them. If the Customer wishes a Card to be cancelled or withdrawn the Customer must notify ReD Fuel Cards (Europe) in writing. The Customer shall remain liable at all times for all use of a cancelled Card.

18. The Customer undertakes not to factor any debts to a third party without ReD Fuel Cards (Europe)'s written agreement.

19. If a Card is lost or stolen, the Customer must immediately notify ReD Fuel Cards (Europe) at such address or telephone number as ReD Fuel Cards (Europe) may specify from time to time. Any notification given orally must be confirmed in writing within one working day. The Customer shall remain liable for a period of 24 hours after ReD Fuel Cards (Europe) receives written notification of loss or theft. After such period the Customer shall have no liability for any further use of the Card provided he has fulfilled his obligations in handling the PIN carefully. The Customer and the Cardholder shall give to ReD Fuel Cards (Europe) all information in their possession as to the circumstances of the loss and shall take all reasonable steps to assist ReD Fuel Cards (Europe) to recover the missing Card. ReD Fuel Cards (Europe) shall insert a reference number on each Card which must be quoted on all correspondence.

20. Subject to 19 above, the Customer undertakes to indemnify ReD Fuel Cards (Europe) from and against all losses, claims, demands, expenses or costs which ReD Fuel Cards (Europe) suffers or incurs as a result of or in connection with the use of a Card by a person other than a Cardholder.

21. No claim by the Customer or a Cardholder against a Supplier may be the subject of a set-off or counterclaim against ReD Fuel Cards (Europe).

22. The Customer shall be responsible for ascertaining, and ensuring the compliance by its Cardholders with, all applicable rules, regulations, legislation and directions relating to the possession and use of toll cards and/or toll boxes in each and every jurisdiction in which the Customer and its Cardholders use the toll cards and/or toll boxes. Any failure to comply with any such rules, regulations, legislation and directions shall be the sole responsibility of the Customer and ReD Fuel Cards (Europe) shall have no responsibility for or liability to the Customer and/or its Cardholders in respect of any such failure.

23. ReD Fuel Cards (Europe) will hold data on all Customers and Cardholders, whether they are private, commercial, institutional or individuals within commercial or institutional customers.

The Customer hereby agrees, and confirms that it has obtained its Cardholders' agreement, that ReD Fuel Cards (Europe) may collect, store and use information about the Customer and Cardholders in accordance with ReD Fuel Cards (Europe)'s privacy policy. The Customer and its Cardholders acknowledges and agrees to be bound by the terms of this privacy policy.

ReD Fuel Cards (Europe) is committed to protecting the privacy of the Customer [and its Cardholders]. ReD Fuel Cards (Europe) will only use the information that it collects lawfully (in accordance with the Data Protection Act 1998 (the "Act"))

ReD Fuel Cards (Europe) collects information about the Customer [and its Cardholders] in order to:

- provide our service;
- share personal data (as defined under the Act) relating to individuals with our group companies or credit reference agencies for the purposes of evaluating a credit application;
- share personal data with the Suppliers

iv. mail, email, telephone, send by SMS or fax to the Customer from time to time any offers or services that ReD Fuel Cards (Europe) feels may be of benefit to the Customer or its Cardholder, based on any information the customer has provided to ReD Fuel Cards (Europe). If the Customer would prefer not to receive such offers it should advise its account manager in writing so that the Customer's details can be removed from the mailing list. The information ReD Fuel Cards (Europe) holds will be accurate and up to date. The Customer can check the information that ReD Fuel Cards (Europe) holds about itself or its Cardholders by writing to ReD Fuel Cards (Europe). If the Customer informs ReD Fuel Cards (Europe) of any inaccuracies, ReD Fuel Cards (Europe) will delete or correct them promptly. The personal information ReD Fuel Cards (Europe) holds will be held securely in accordance with its internet security policy and the law. ReD Fuel Cards (Europe) may monitor or records conversations with the Customer for training or evidential purposes.

24. ReD Fuel Cards (Europe) will not be liable for any indirect or consequential loss (to the extent permitted by law) arising out of the supply or failure to supply Fuel and/or Products nor will ReD Fuel Cards (Europe) be liable for any failure or delay in fulfilling its obligations to the extent that this is caused by factors beyond its reasonable control. All warranties and conditions whether implied by statute or otherwise are excluded (to the extent permitted by law) provided that nothing in these terms and conditions shall exclude liability arising from fraud or for death or personal injury caused by ReD Fuel Cards (Europe)'s negligence.

25. Where the Customer consists of two or more parties the expression "Customer" shall mean and include both or all such parties and each or any of them and the Customer's obligations shall be joint and several.

26. ReD Fuel Cards (Europe) may vary or add to these terms and conditions at any time. Publication of any variation or addition by such means as ReD Fuel Cards (Europe) may reasonably select shall constitute effective notice to the Customer and to Cardholders.

27. ReD Fuel Cards is entitled to change their calculation and fee structure at any time, as long as the customer is informed of such a change at least two weeks prior. A minimum of 0.5 % transaction charge on the transaction value including VAT is obligatory. Deviating charges may occur for specific countries or product groups.

28. If any of these terms and conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remainder of such provision and the remaining terms and conditions shall continue in full force and effect.

29. Failure or delay by ReD Fuel Cards (Europe) in enforcing or partially enforcing any of these terms and conditions will not be construed as a waiver of any of its rights under them.

30. Any waiver by ReD Fuel Cards (Europe) of any breach of, or any default under, any of these terms and conditions by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms and conditions.

31. This agreement, its formation and any dispute or controversy of whatever nature (however arising) shall be governed by and construed in accordance with German law and the place of jurisdiction shall be Bad Hersfeld.