

Inver Fuel Card commercial Terms and Conditions of Use

1. DEFINITIONS

In these terms and conditions:

Inver means Inver Energy Limited, a company registered in Republic of Ireland under company number 373915 with registered office at River House, Blackpool Park, Blackpool, Cork, Ireland.

Application Fee means €0, or such other amount as may be stipulated by Inver from time to time (and notified to Account Holder in writing).

Account Holder means the person in whose name the Inver Fuel Card(s) accounts are held.

Authorised User(s) means the individual the Account Holder has authorised to use the Inver Fuel Card(s).

Credit Limit means the maximum amount which Inver may from time to time specify to an Account Holder as being the limit of purchases on credit that may be made with any Inver Fuel Card(s).

Inver Fuel Card(s) means the Inver Fuel Card(s) issued by Inver to the Account Holder for the purpose of obtaining Product(s) from an Outlet.

Group means Inver and each subsidiary of Inver from time to time and references to "Group Company" shall be construed accordingly.

Outlet means any Inver service station outlet or any approved outlet that accepts Fuel Cards in the Republic of Ireland.

PIN Code means personal identity number of the Account Holder and/or Authorised User(s) as the case may be.

Products means petrol, diesel, fuel oil, lubricating products, car wash products and such other products as may be specified by Inver from time to time, as made available in some or all of the Outlets.

Reference to "person" in these terms and conditions shall include sole traders, partnerships, firms, companies, organisations or any such other business entities.

2. APPLICATION OF TERMS AND CONDITIONS

The grant of Inver Fuel Card(s) is strictly subject to Account Holder complying with (and procuring that Authorised User(s) comply with) these terms and conditions. For the avoidance of doubt, the use of Inver Fuel Card(s) by Account Holder or by Authorised User(s) constitutes acceptance of these terms and conditions.

3. USE OF INVER FUEL CARD(S)

3.1

Inver reserves all rights to grant or refuse the issue of Inver Fuel Card(s) at its sole discretion and to cancel Inver Fuel Card(s) at any time without notice and/or to refuse to issue replacement Inver Fuel Card(s). Furthermore, Inver reserves the right to refuse any single Inver Fuel Card(s) transactions from time to time for any reason connected with security (and without incurring liability).

3.2

Account Holder hereby gives permission to Inver to carry out any and all enquiries in relation to the Account Holder with respect to opening an account including, without limitation,

checks in relation to the Account Holder's creditworthiness and identity and Account Holder shall immediately notify Inver in writing of any change in its application details (including, but not limited to, its address and/or account details).

3.3

Access and use of Inver Fuel Card(s) is restricted to the Account Holder or any Authorised User(s) for the purposes of obtaining Products at the Outlets. Inver Fuel Card(s) shall remain valid until (i) the Credit Limit is exceeded; (ii) the date of expiry stated on the Inver Fuel Card(s); (iii) termination by Inver in accordance with Clause 3.1, 5.2 and/or 9; or (iv) the closure of the Inver Fuel Card(s) account by Account Holder in accordance with Clause 10, whichever occurs earliest. Account Holder shall ensure that no Inver Fuel Card(s) remain in the possession of any person who has ceased to be an Authorised User (for whatever reason).

3.4

Account Holder is responsible for the safe keeping of Inver Fuel Card(s) and the prevention of unauthorised use, and shall ensure that the Authorised User(s): (i) sign their name onto the panel on the reverse of the Inver Fuel Card(s); (ii) present Inver Fuel Card(s) at the Outlet prior to any purchase of the Products; (iii) provide such proof of identification as may be requested by the operator of any Outlet; and (iv) enter PIN as to each purchase and check that such details are correct.

3.5

Inver Fuel Card(s) do not automatically entitle Account Holder to participate in any of Inver special offers that may be available from time to time.

3.6

Account Holder shall ensure that any person using Inver Fuel Card(s) shall not in any way tamper, alter or interfere with the fuel monitoring device or fuel delivery equipment at any Outlet. If there appears to be a defect or fault in such monitoring or fuel delivery equipment, Account Holder shall immediately report the same to the operator of the Outlet.

3.7

Except where expressly agreed otherwise in writing between the parties, Products purchased against any Inver Fuel Card(s) shall not be used by Account Holder for any purpose other than for fuel or lubricant (as appropriate) in the Account Holders own or contracted vehicles and shall not be resold or otherwise disposed of to any other persons.

4. PIN CODES

4.1

A 4 digit PIN Code will be allocated to individual Inver Fuel Card(s) for use for purchases of Products at the Outlets. Account Holder and Authorised User(s) shall treat such PIN Codes as confidential information and shall undertake to keep such PIN Codes separate from Inver Fuel Card(s) at all times. It is Account Holder's responsibility to procure that Authorised User(s) maintain the PIN Code in strict confidence so as to avoid unauthorised use.

4.2

In the event that a PIN Code is disclosed contrary to Clause 4.1 and/or is used or accessed by an unauthorised user, Account Holder shall immediately notify Inver

5. SECURITY

5.1

Inver reserves the right to call for security (whether in the form of a banker's guarantee, personal guarantee, deposit, payment on account or otherwise) in respect of Inver Fuel Card(s) transactions and any other sums due from Account Holder to Inver. The provision of security shall not affect the Account Holder's payment liabilities under these terms and conditions.

5.2

If security is not provided in accordance with Clause 5.1 (or otherwise expires and/or ceases to be valid) and without prejudice to any rights or remedies Inver may have, Inver reserves its rights to immediately terminate any and all Inver Fuel Card(s).

6. CREDIT LIMITS

6.1

Inver may from time to time impose a financial limit applicable to any single transaction using a Inver Fuel Card(s) or to the overall amount due from the Account Holder within any given invoice period provided that Inver gives prior written notice to Account Holder of any such limits (as defined under Clause 1 as the "Credit Limit").

6.2

Any and all transactions are strictly limited to the Credit Limit. If the Credit Limit is exceeded (as may be notified by an operator of an Outlet to an Authorised User(s) or otherwise on written notice from Inver to Account Holder), Account Holder shall be liable for all payments owing in excess of such Credit Limit and Account Holder undertakes to: (i) take all steps necessary to ensure that the Credit Limit is not exceeded; (ii) make immediate payments to eliminate any and all amounts in excess of such Credit Limit; and (iii) procure that all Authorised User(s) have alternative payment methods in such circumstances. Furthermore, Account Holder agrees and acknowledges that it shall notify all Authorised User(s) of the obligations under this Clause 6.2.

6.3

Details of these terms and conditions and the conduct of Account Holder's account may be registered with an appropriate credit reference agency (at the discretion of Inver). Information so registered may be used to help make credit decisions, or occasionally, for fraud prevention or the tracing of debtors.

7. RECEIPTS, INVOICING AND PAYMENT

7.1

Sales receipts are automatically issued for every Inver Fuel Card transaction (with the exception of automated terminals where the issue of a receipt is optional and upon request) and Account Holder shall procure that the Authorised User(s) retain these receipts and provides these against each invoice. Outlets are required to keep copy receipts (with the exception of transactions via automated terminals) for a minimum period of [two months] and, if requested by the Account Holder in writing, Inver will endeavour to obtain copy receipts from Outlets provided that Inver shall be entitled to charge a fee of €10 plus VAT for each copy receipt provided.

7.2

Account Holder acknowledges that it shall be liable to pay all amounts due under the relevant Inver Fuel Card(s) transactions (including where the transaction is in respect of a vehicle other than that which may be identified on the Inver Fuel Card(s)). An Application Fee will not be charged in the first invoice from Inver, notwithstanding Account Holder acknowledges that Inver reserves its rights to charge an Application Fee from time to time (at its sole determination and on written notice to Account Holder).

7.3

Account Holder shall receive applicable invoices by email in accordance with the timeframes noted at Clause 7.4.

7.4

Account Holder shall pay all amounts due by direct debit as follows:

7.4.1

Payments in respect of the period of 1st to 15th (inclusive) of each month (the "First Half Month Invoice Period") shall be due and payable within 15 days of the last day of the applicable First Half Month Invoice Period (the "First Half Payment Due Date"). The invoice in respect of each First Half Month Invoice Period shall be emailed to Account holder not later than 5 days from the last day of the applicable First Half Date of Invoice Period; and

7.4.2

Payments in respect of the period of 16th to 30th/31st (as applicable and inclusive) of each month (the "Second Half Month Invoice Period") shall be due and payable within 15 days of the last day of the applicable Second Half Month Invoice Period (the "Second Half Payment Due Date"). The invoice in respect of any Second Half Month Invoice Period shall be emailed to Account holder not later than 5 days from the last day of the applicable Second Half Date of Invoice Period.

7.5

In order to comply with the direct debit requirements the Account Holder shall at all times maintain a bank account capable of accepting direct debits and keep Inver provided with effective direct debiting mandate against such account.

7.6

If any payment owing under Clause 7.4 is not made on or by the applicable First Half Payment Due Date and/or applicable Second Half Payment Due Date as the case may be and without prejudice to any other rights or remedies Inver may have, Inver reserves the right to charge interest at the rate of 2% per month above the base rate of Bank of Ireland on any balance outstanding until settlement is received, and to charge any and all debt recovery costs. If a direct debit drawn by Inver on Account Holder's accounts is returned unpaid or a cheque sent by the Account Holder is returned unpaid then Account Holder shall pay Inver an administration fee each time it occurs (such fee to be determined by Inver at its sole discretion).

7.7

Inver reserves its rights of set-off in respect of any payments by Account Holder and any credits or refunds due against payment of any interest due and/or in reduction of Account Holders other monies owing to Inver. No claim by the Account Holder against any Outlet or other supplier shall be the subject of any set-off or counter-claim against Inver.

7.8

Without prejudice to any other rights or remedies Inver may have, all monies due and owing by Account Holder shall become due and payable immediately if any of the information provided by the Account Holder in connection with its application for a Inver Fuel Card(s) is false or incomplete or if the Account Holder is deemed by Inver to be in breach of these terms and conditions.

7.9

Inver Fuel Card(s) can be used for transactions in the Republic of Ireland only. Payment for these transactions will be made in accordance with Clause 7.4.

7.10

The scope and rate of any Inver Fuel Card(s) charges for which the Account Holder shall be liable may be amended from time to time at the sole discretion of Inver provided that any such amendments are notified to Account Holder in writing. Use of Inver Fuel Card(s) following notification shall constitute acceptance of the new charge/rate.

8. LIMITATION OF LIABILITY

8.1

Inver accepts no liability and gives no warranty, express or implied, whether arising by common law or statute in relation to any transaction by or Product supplied to Account Holder and/or to Authorised User(s) arising out of or in connection with these terms and conditions. All warranties are excluded to the fullest extent permitted by law.

8.2

Account Holder acknowledges that Inver shall in no event be liable in respect of any failure, refusal and/or delay of any Outlet in accepting a Inver Fuel Card(s) and/or in the supply of the Products (including, but not limited to dispensing pump failure at any Outlet).

8.3

Subject to Condition 8.4 below, Inver shall not be liable for loss whether arising from breach of contract, tort (including without limitation, negligence), statutory duty or otherwise, and whether flowing naturally and directly or indirectly from such breach, tort, statutory duty or other cause; or not for the following: loss of revenue; loss of profit; loss of anticipated savings; loss of goodwill; loss of reputation; loss of anticipated contracts; and/or any loss special to the particular circumstances of Account Holder.

8.4

Nothing in these terms and conditions shall exclude or limit Inver's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

8.5

Account Holder shall indemnify and keep Inver fully indemnified against any and all losses, damages, claims, costs, penalties, fines, demands and expenses (including legal fees on a full indemnity basis) suffered by Inver and arising out of or in connection with the use of Inver Fuel Card(s) and/or the breach of these terms and conditions.

9. TERMINATION

9.1

Inver reserves its rights to immediately terminate any and all Inver Fuel Card(s) at any time.

9.2

On termination or expiry (howsoever arising (including, but not limited to, in accordance with Clause 9)), or otherwise at the written request of Inver, Account Holder shall return all issued Inver Fuel Card(s) to Inver within 10 days from the date of such termination, expiry or request. Where the Account Holder returns Inver Fuel Card(s) by registered post, the Account Holder must ensure that it is cut in two and the magnetic strip severed.

9.3

Termination or expiry of Inver Fuel Card(s) (howsoever arising) shall be without prejudice to any and all liabilities of Account Holder which have accrued prior to the date of such termination or expiry.

10. ACCOUNT CLOSURE

10.1

Account Holder may close the account at any time by giving 5 days' written notice to Inver and by returning all Inver Fuel Card(s) to Inver PROVIDED THAT Account Holder shall be liable to repay immediately on demand the outstanding balance on the account, including all charges, fees and costs incurred to effective date of closure. In no circumstances shall Account Holder cancel any applicable direct debit mandate with Inver until all outstanding payments are discharged to the satisfaction of Inver.

10.2

Account Holder undertakes to ensure that no transactions are carried out on or after the request to close the account (the "Closure Request Date"). In the event that transactions occur on or after the Closure Request Date, Account Holder shall be liable for any and all payments in respect of such transactions.

10.3

Account(s) shall be closed only when any and all Inver Fuel Card(s) are returned to Inver and all payment liabilities under these terms and conditions are paid in full by Account Holder.

11. LOST OR STOLEN Inver Fuel CardS

11.1

Inver Fuel Card(s) remain the property of Inver at all times. Subject to Clause 11.3, all risks of loss will pass to and be borne by the Account Holder from the date of dispatch of Inver Fuel Card(s).

11.2

If Inver Fuel Card(s) are lost or stolen (including constructive theft as a result of any person in possession of a Inver Fuel Card(s) having ceased to be an Authorised User through termination of employment or otherwise), Account Holder must immediately notify Inver by e-mail fuelcard@inverenergy.com, or registered post to Inver Inver Fuel Card(s) c/o River House, Blackpool Park, Cork, Ireland or at such address as Inver may specify from time to time]. Notification must be received prior to 12:00 hours in order to be accepted as notification on the day of receipt. Notification received after 12:00 hours will be deemed to have been accepted as notification on the following working day (Monday to Friday, excluding Bank Holidays in the Republic of Ireland).

11.3

Account Holder shall remain liable to Inver for the supply of Products arising from the use of such lost or stolen Inver Fuel Card(s) by any person until 12.00 hours on the day following the day on which Clause 11.2 notification is received by Inver. After such time, the Account Holder shall have no further liability for purchases of Products resulting from the use of Inver Fuel Card(s) other than for purchases by the Account Holder or any Authorised User(s) provided that no such release of liability will be given to the Account Holder in the event that: i) Account Holder or Authorised User(s) gave the relevant Inver Fuel Card(s) to an unauthorised person; ii) the loss of Inver Fuel Card(s) was due to the actions or omissions of either Account Holder or Authorised User(s); iii) Account Holder or the Authorised User(s) failed to adhere to a request to destroy or return Inver Fuel Card(s) to Inver; and/or iv) the Account Holder was in breach of any of these terms and condition, in such circumstances Account Holder remains liable for all Inver Fuel Card(s) transactions notwithstanding that Inver Fuel Card(s) has been reported lost or stolen.

11.4

Subject to Clause 11.3, Account Holder shall give Inver any and all information as to the circumstances surrounding the loss, theft or misuse of Inver Fuel Card(s) and shall take all steps necessary to assist Inver in the recovery of any missing or stolen Inver Fuel Card(s).

11.5

On the occurrence of a lost or stolen Inver Fuel Card, Account Holder shall immediately contact Inver.

12. GENERAL

12.1

Save for as otherwise provided in respect of the notification requirements for lost or stolen Inver Fuel Card(s) in accordance with Clause 11.2, any notice required to be given under these terms and conditions shall be in writing and delivered by hand, sent by facsimile or by first class post to the registered office of the other party or to such other address as notified by the parties in writing. Any such notice shall be deemed to be served as follows: if delivered by hand, at the time of delivery; if sent by facsimile, 12 hours after receipt of transmission; or, if sent by post, 48 hours after posting.

12.2

Inver may vary or add to these terms and conditions at any time provided that written notice is given to Account Holder of such variations. Any use of Inver Fuel Card(s) by the Account Holder or Authorised User(s) after such notice has been served on the Account Holder shall be construed as acceptance by the Account Holder of such variation or addition.

12.3

Inver shall be entitled to assign or transfer all or any of its rights and obligations hereunder. Account Holder shall not be entitled to assign or transfer all or any of its rights and obligations hereunder.

12.4

If any provision or part of a provision under these terms and conditions is deemed invalid or unenforceable to any extent or for any purpose, this shall not affect its validity or enforceability for other purposes or the remaining provisions, but it shall be deemed to be severed to that extent for that purpose. Failure or delay by Inver in enforcing or partially

enforcing any provisions of these terms and conditions will not be construed as a waiver of any of its rights under these terms and conditions

12.5

These terms and conditions and any supplies of Products made in connection with or arising out of the use of Inver Fuel Card(s) shall be governed by the laws of the Republic of Ireland and shall be subject to the exclusive jurisdiction of the Laws of the Republic of Ireland.

13. YOUR PERSONAL DATA

13.1

The personal data provided to Inver by the Account Holder, or obtained by Inver in the manner set out below, or otherwise relating to the Account Holder and/or Authorised User(s) will be processed by Inver and Group Companies for the following purposes:

13.1.1

to process Inver Fuel Card(s) applications, to administer Inver Fuel Card(s) accounts and respond to queries relating to Inver Fuel Card(s);

13.1.2

to send the Account Holder and/or Authorised User(s) information about the Inver Fuel Card(s) and similar services and offers, which Inver thinks will be of interest to the Account Holder and/or Authorised User(s) unless the Account Holder and/or Authorised User(s) have indicated that they do not wish to receive this information;

13.1.3

, to make enquiries with, and obtain information relating to the Account Holder and/or Authorised User(s) from, third parties, including, without limitation, banks, financial institutions, credit reference agencies for the purposes of assessing credit worthiness and verifying identity prior to opening a Inver Fuel Card(s) account;

13.1.4

for the purposes of complying with legal and regulatory requirements, such as anti-money laundering legislation, and for the prevention or detection of fraud. For this purpose we may share personal information with third parties, including, without limitation, An Garda Síochána, organisations involved in fraud prevention and detection and (for the purposes of complying with an order of the courts) banks, financial institutions and credit reference agencies.

13.2

Inver may disclose Inver Fuel Card(s) account information, including personal data relating to the Account Holder and/or Authorised User(s):

13.2.1

to its agents, sub-contractors or any Group Company; or

13.2.2

to credit reference agencies or debt collection agencies (where credit is granted to the Account Holder), and

13.2.3

to any third party service provider or product manufacturer or supplier where the Account Holder uses the Inver Fuel Card(s) account to avail of such third party products or services;

for any of the above purposes or for the purposes of performing this agreement or any other agreement that Inver or a Group Company has with the Account Holder.

13.3

The Account Holder confirms it consents to and, where applicable or required, has obtained and will maintain all necessary consents from Authorised User(s) to the processing of personal data in the manner and for the purposes outlined in this agreement.

13.4

The Account Holder and any Authorised User has the right to ask for a copy of the personal data held by Inver in relation to him/her at any time in return for the payment of a fee of €6.35. He/She also has the right to request Inver to correct any inaccuracy in his or her personal data. He/She also has the right to request access to his or her personal data held by any credit and fraud agency from which Inver received personal data, and Inver is happy to supply their names and addresses upon request. All requests and queries regarding personal data should be directed to fuelcard@inverenergy.com