

## 1. JUSTIFICATION OF BUSINESS RELATIONSHIP

The card application is adopted from sending or presenting of the fuel cards, respectively by declaration of acceptance of application through Wöfl.

## 2. FUEL CUSTOMERS AND FUEL CARDS

Wöfl distinguishes between two different types of fuel customers:

- Fuel customers without fuel cards
- Fuel customers with fuel cards, each card requiring a PIN Code for authorization.

These fuel cards entitle the client and his representatives at home and abroad to purchase goods and services.

## 3. SUPPLYS AND SERVICES

Goods and services are always in the name and on behalf of Wöfl because of corresponding contracts with the Wöfl team partners.

In a few exceptional cases, in which this can not or only partially agreed on, Wöfl will convey the service offering and provide the return on behalf of the customer who is obliged to reimburse the caused effort to Wöfl.

In paying tolls levied by state, such as on the territory of the Republic of Austria, the customer instructs Wöfl or a Wöfl partner in his name and on his behalf to pay the fees payable by him to the operator. Wöfl acquires rights to indemnification and advance payment from customers

## 4. BILLING AND FEES

Basis for the calculation are generally the cost prices on the day of transaction, the prices of Wöfl partners or the national price list prices and the fixed toll. Wöfls generally calculates in Euro but may require payments in other currencies. Wöfl charges service surcharges and fees in accordance with the applicable list. The list of service surcharges and fees will be sent to the customer at any time on demand.

## 5. FUEL CARD WITH PINCODE

The customer gets to each fuel card a PIN Code (Personal Identification Number) in accordance with § 2b. The customer is obliged to keep the pin code secret, separate from the fuel card and to communicate it only to persons authorized by him to use the fuel card and to

also impose the obligation of confidentiality to these persons.

The pin code must never be recorded on the fuel card. The fuel cards remain the property of Wöfl, are not transferable, must be stored carefully and must be protected from access by unauthorized third parties. In particular, the storage of the fuel card is not allowed in unattended vehicles.

## 6. CARD LOCK, TERMINATION AND AMENDMENTS

a) Wöfl can at any time prohibit the use of the fuel card, terminate the business relationship or block the fuel card at the Wöfl partners.

The customer will be notified prior to the completion of one of these measures within a reasonable period.

Also, the customer may terminate the relationship at any time.

b) The customer must notify Wöfl immediately when the license plate of the vehicle is changed or the vehicle has been shut down or sold or when the company name of the customer changes.

c) If there is an important reason, the measures of Point 6a) can be made without prior notice.

An important reason in this sense occurs:

- when bills are not paid despite maturity and reminders.
- when the debit order or direct debit authorization is revoke
- when the assets of the customer applies for insolvency proceedings
- when the financial conditions of the customer worsen than minor or threaten to worsen

## 7. CARD LOSS AND LIABILITY OF THE CUSTOMER

a) Theft, loss or other loss of fuel cards must be – regardless of the telephone notification – reported to the Andreas Wöfl Transport Company immediately in writing, by telefax or by mail stating the customer number and the fuel card number or the license plate number.

This applies if unauthorized persons have become aware of the Pin Code or reasonable suspicion to do this exists, with the proviso that the fuel cards are exchanged for new ones. In the case of fraudulent transactions or theft of a fuel card, the customer is obliged to report the offense.

b) Liability

The liability of the customer terminates upon receipt of the telephonic notification, provided he confirms the message (according to letter a) immediately. Reporting (pursuant to a) must be made to the Wöfl headquarters or to one of the of the Wöfl branches.

The customer is also liable beyond the date of notification, if the loss or misuse of the fuel card is from his responsibility. Especially when he violated his duty of section 5 or the fuel card was not stored carefully or has contributed as a result of willful or grossly negligence of his obligations under this contract to the misuse of the fuel card. Under abusive use in the above sense, transactions that are made with fake fuel cards are also understood.

## 8. PAYMENT REQUIREMENT OF CUSTOMERS, OWNERSHIP RESERVATION AND GUARANTEES.

The payment obligation of the customer emerges from the acceptance of the goods, services and the fee for the use of a road. This also applies when with the Wöfl fuel cards miscellaneous goods and services are obtained. Until full payment of the delivered goods, these shall remain the property of Wöfl. Default shall occur without further warning after the expiry of the agreed upon payment termination. If payment is delayed, debits that are not honored, check- and bill protests occur, the total debt will be due and interest rates of 8% per annum will be charged over the duration of the delay. The right to claim further damages is not excluded. In this regard the proof of minor damage stays with the customer.

Wöfl is entitled to demand adequate security from customers.

## 9. INVOICE VERIFICATION AND COMPLAINT

Good purchases acknowledged on a signed delivery note, as well as by electronically registered refueling / services on fuel cards (including tolls) are considered as received.

The customer must check the Wöfl bills promptly and within one month at the latest in writing, by telefax or by mail report his complaints, stating all offending data of the invoice, otherwise any complaint is excluded and the account balance is considered accepted unless the invoice verification has been impossible with no fault of the customer. The payment obligation or – termination will not be inhibited by such an indication.

## 10. WARRANTY, LIABILITY AND DAMAGES

a) Complaints about the quality and / or quantity of the goods and services have to be communicated to Wöfl or Wöfl partners within 24 hours after reception in writing, by telefax or mail, otherwise the goods/services are considered approved. There is no obligation for Wöfl to deliver. Partners of Wöfl are entitled, but not committed to provide services. In the case of force majeure, nondelivery by former suppliers, other unpredictable events and changes in the retail network of the Wöfl partners which make delivery impossible or difficult Wöfl can not be made liable.

b) Wöfl only owes damages by intent or gross negligence.

## 11. NOTIFICATIONS

The customer is obliged to announce the change of address and of the legal status of his company to Wöfl without delay. If the customer violates despite appropriate warnings the Terms of Services, does he come despite reminders in default Wöfl is entitled to inform all Wöfl partners.

## 12. PERSONAL DATA

For the purpose of contract management and customer services personal data of customers are recorded by Wöfl and partners.

## 13. SETOFF AND RETAIN

Against the demands of Wöfl the customer can only charge possible counterclaims if these are undisputed and legally established; this also applies to assertions of retention claims.

## 14. ADDITIONAL AGREEMENTS

Verbal agreements do not exist.

## 15. AMENDMENT OF TERMS OF CONDITIONS

The customer will be informed about amendments of the Terms of Conditions of Wöfl.

With the use of the fuel card after the publication on the website [www.woelfl-trans.at](http://www.woelfl-trans.at) the customer accepts the revised version of the terms of conditions. Additionally Wöfl will indicate any changes in the Terms and Conditions in the current bill.

## 16. JURISDICTION

The law of the country before whose courts a procedural dispute takes place is applied.

The place of jurisdiction for all disputes arising from the business relationship – even after termination – is for both parties Salzburg. With customers whose billing address lies within Turkey the place of jurisdiction Istanbul is agreed but the Terms of Conditions in German Writing will be used explicitly

## 17. SALVATORIAN CLAUSE

Should a provision of the Terms of Conditions be invalid, the validity of the remaining provisions shall remain unaffected.