

GENERAL TERMS AND CONDITIONS of TK Tankstellen GmbH for use of filling cards

TK Tankstellen GmbH (TK) operates a network of petrol stations and cooperates with acceptance partners, which accept TK petrol cards. The objective of the system is to enable customers to obtain fuel without the use of cash.

These Terms and Conditions apply to the contractual relations between TK and the customer, subject to any explicit provisions to the contrary agreed in writing, even if they contradict any customer terms and conditions to the contrary.

1. The customer submits an application to TK to conclude the contract and to issue one or several petrol cards. TK concludes the customer application by handing out the petrol card/s. By submitting the application, the customer expressly agrees to the relevant applicable TK Terms and Conditions.

2. TK shall secure its claims against the customer using commercial credit insurance for the amount of the expected revenues. If such insurance is not or no longer possible, the customer shall provide TK with a bank guarantee of a sufficient amount by an Austrian bank or an Austrian credit institution, which authorises TK to call on the claims due from the customer on first request and without the authorisation for the debit being checked. Until such sufficient securities have been made available, TK is under no circumstances obligated to provide fuel to the client. TK is not obligated to inform the customer if such insurability is no longer provided or if such securities expire.

3. The card issued to the customer remains the property of TK. The owner is obliged to treat this with care and to protect it against damage. TK must be informed of its loss immediately. If the card is lost or blocked, TK is authorised to charge a one-off fee of EUR 30.00.

4. The code issued to the customer for use of the petrol card must be kept separate from the card and must not be accessible to third parties. The card and code must not be passed on to unauthorised parties.

5. As the holder of the petrol card, the customer is entitled to obtain fuel from TK petrol stations as well as from petrol station acceptance partners announced by TK without the use of cash. Fuels are provided through self-service.

6. When using the petrol station, the customer is instructed to particularly be diligent in following the operating instructions. TK must be informed immediately of any damage to petrol station equipment.

7. TK is not obligated to continue operations of specific petrol stations. In particular, it is not obligated to operate petrol stations outside regular working hours.

8. If the petrol card is not used by authorised parties, the customer's obligation to pay for fuel obtained with the card does not change. The client is liable for all damage arising from inappropriate use of the petrol card.

9. Settlement shall take place via TK, in accordance with the agreement reached, at a 10-day (settlement date 10th, 20th and last day of each month), 15-day (settlement date 15th and last day of each month) or monthly (settlement at the end of each month) intervals for the relevant preceding period. Settlement shall take place by means of direct debit. The customer undertakes to give TK an unlimited direct debit mandate. The customer must ensure that the account has sufficient funds. TK shall be entitled to change the settlement dates without the customer's approval and to settle amounts immediately upon procurement of goods. In order to make the payment

process easier, the customer agrees to the generally foreseen period of 14 days, in which notification of collection is provided, being shortened to one day before collection is carried out.

10. The prices set on the relevant petrol pumps apply to the collection, to the extent that no separate written agreement was concluded with the customer in writing.

11. TK is authorised to block the issued petrol card immediately if the claims against the customer cannot be insured or are not insured against payment default, if no other securities are provided and direct debit is not carried out. The customer shall reimburse TK for any costs and expenses incurred in the context of collecting the claim, particularly costs of legal enforcement.

12. The customer is entitled to cancel the contractual relationship in writing with a cancellation period of three months for the end of the quarter (31 March, 30 June, 30 September and 31 December). After the end of the contract period, the petrol card must be returned to TK.

13. The customer is entitled to file a protest against the invoice within a period of 14 days from receipt. If a protest is filed, the reasons must be stated.

14. In case that the claims against the customer are not or no longer insurable, that TK can no longer carry out the direct debit or that the customer is in breach of other material provisions of the contractual relationship, TK is authorised to instantly terminate the contract without notice periods or deadlines.

15. The customer may not set off its claims with TK's claims.

16. The customer expressly confirms its agreement that data provided by it may be processed using IT and forwarded to the acceptance partners.

17. All fuel received shall remain TK's property until complete payment of all of TK's claims against the customer. TK is authorised to demand that the fuel be returned.

18. TK is authorised to amend the Terms and Conditions. If the Terms and Conditions are amended, TK shall inform the customer of this amendment in writing. If the customer does not agree with the amended Terms and Conditions, he has the right to cancel prematurely with a period of 14 days. The cancellation must be in writing.

19. These Terms and Conditions apply in addition to the General Terms and Conditions of TK Tankstellen GmbH.

20. Should one of these Terms and Conditions be or become legally invalid, this shall not affect the validity of the remaining content of the contract. A valid provision approximating as closely as possible the underlying purpose of the invalid provision shall take the place of the invalid provision.

21. Irrespective of any statutory requirements, the competent court in 6800 Feldkirch is the jurisdiction.

The latest version of the general terms and conditions is available on www.tk-tankstellen.at.

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