

Fuel Card Terms & Conditions

WESSEX PETROLEUM LIMITED

General Terms and Conditions of Card Use

1. Purpose

The purpose of this Agreement is to define the conditions under which Customers may use Cards to obtain Goods at participating Supply Points.

2. Definitions

In this Agreement, the following words shall have the following meanings:

- “**Agreement**” means these General Terms & Conditions, Card Forms and Card Procedures. In the event of a conflict between any provision of these General Terms and Conditions, the Card Forms or the Card Procedures, the General Terms and Conditions shall take precedence over the Card Forms and the Card Procedures and the Card Forms take precedence over the Card Procedures;
- “**Business Day**” means any day on which clearing banks are open for business in London excluding Saturdays;
- “**Card Forms**” means the application form, card order form, e-business sign up form and/or any other form completed by Customer upon request by WP and accepted by WP;
- “**Cardholders**” means persons to whom Customer has provided a Card and who are authorised by Customer to use such Card and “**Cardholder**” means any one of them;
- “**Card Procedures**” means any procedures or guidelines regarding the use of the Cards as WP may Notify from time to time;
- “**Card Program**” means the Card scheme owned and/or operated by WP based on which WP issues Cards for use by Customers;
- “**Cards**” means all payment cards issued to Customer by WP and/or by any third party designated by WP and “**Card**” means any one of them;
- “**Charge(s)**” means charges levied by WP and payable by the Customer in accordance with this Agreement, details of which will have been communicated by WP to the Customer;

- “**Credit Limit**” means the maximum amount of unpaid Transactions, whether invoiced or not, that can be outstanding on a Customer’s account at any time. The Credit Limit is determined, and may be revised at any time, by WP in its sole discretion;
- “**Customer**” means the person or company whose details appear in the Card Form and whose application for Cards has been accepted by WP;
- “**Customer’s Affiliate**” means any company in which Customer’s ultimate holding company owns or controls, directly or indirectly, 50% or more of the voting stock;
- “**Fuel Products**” means all grades of diesel and petrol products supplied by WP to Customer from time to time;
- “**Goods**” means Fuel Products and Non-Fuel Products;
- “**Interest Rate**” means interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended by the Late Payment of Commercial Debts Regulations 2002);
- “**Invoice**” has the meaning given to it in clause 5.2 (d);
- “**Network**” means the network of Supply Points where a Customer can purchase Goods from a Retailer;
- “**Non-Fuel Products**” means all vehicle related products which are not Fuel Products supplied by WP to Customer from time to time, including but not limited to gas oil, lubricants, car washes, ad blue, liquid petroleum, anti-freeze and screen wash;
- “**Notify(ing)**” or “**Notification**” means informing the other Party;
 - (a) in the case of notification to Customer: by posting the information on the Website;
 - (b) by sending an e-mail to such e-mail address as WP or Customer respectively may specify from time to time (“**By E-mail**”);
 - (c) by sending fax to such fax number as WP or Customer respectively may specify from time to time (“**By Fax**”);
 - (d) by sending a letter to such address as WP or Customer respectively may specify from time to time;
 - (e) by including specific information on the Invoice or on the payment overview accompanying the Invoice (only applicable to a Notification by WP to Customer); or

(f) by phone using such telephone number as WP or Customer respectively may specify from time to time (“By Phone”);

– “**Notification In Writing**” means a Notification in the form specified in paragraphs (a) to (e) of that definition;

– “**Late Payment**” has the meaning given to it in clause 5.3 (a);

– “**Parties**” means WP and Customer and “**Party**” means either of them;

– “**Payment Term**” has the meaning given to it in clause 5.3 (a);

– “**PIN**” means the personal identification number issued for use with a Card;

– “**Purchase Device**” means an on-board unit provided to Customer by or on behalf of WP for the automated Purchase of Goods, including but not limited to the payment of toll road charges;

– “**Retailers**” means companies who have entered into an agreement with WP to accept Cards as payment for Goods, as the case may be, and a “**Retailer**” means any one of them;

– “**Supply Point**” means the location where a Retailer delivers the Goods to a Customer or Cardholder;

– “**Transaction**” means each use of the Card to obtain Goods at a Supply Point;

– “**Website**” means www.thewp-group.co.uk or any other website WP may authorise Customer to access in connection with this Agreement; and

– “**WP**” means Wessex Petroleum Limited incorporated and registered in England and Wales with company number 01024472 whose registered office is at Suite 1, Second Floor, Grosvenor House, Grosvenor Square, Southampton, Hampshire, England, SO15 2BE, and its successors, assigns and appointed agents, as the case may be.

3. Card Program

3.1 WP may in its sole discretion provide, or cause a third party to provide, one or more Cards to the Customer. The Customer can use a Card for purchasing certain Goods from WP that are available at Supply Points but a Customer is not obliged to purchase a minimum amount of Goods. A Card that has not been used for a certain period of time, as determined by WP, may be cancelled automatically or subject to a Charge as a result of such non-activity.

3.2 WP offers, through Retailers, a range of Goods that can be purchased from WP by use of a Card. The Customer determines the categories of Goods that can be purchased from WP with the Cards based on the available offering under the Card Program. WP may at any time and without Notification extend or reduce the range of Goods it offers under the Card Program. The issuing of Cards to the Customer does not confer any right to Customer to receive supplies of Goods.

3.3 Use of a Card constitutes a purchase of Goods from WP. Title to the Goods and risk of loss will pass upon delivery of the Goods to the Customer at the Supply Point.

3.4 Cards may only be used at participating Supply Points, however Retailers have the right to retain cards and/or to refuse to supply Goods, accept Cards or process Transactions for any reason including, but not limited to, the Cardholder not presenting the Card to the Retailer at the Supply Point prior to drawing Goods, shortage of product, technical failure of equipment or failure by Customer to comply with this Agreement. The Customer shall comply with all operating requirements and conditions imposed by a Retailer at the Supply Point. Any fees or payments charged by a Retailer to WP in connection with Transactions by the Customer not complying with local regulation or damaging Retailer's equipment can be charged by WP to the Customer. If the Goods have already been supplied and the Card is not accepted by the Retailer for whatever reason, the Customer is required to pay for the Goods at Retailer's customer price applicable at the Supply Point with other means of payment. It is the Customer's responsibility to ensure that any place at which a Card is presented is a participating Supply Point before any products are purchased.

3.5 The Customer may authorise Cardholders to use a Card and shall ensure that Cardholders comply with the Customer's obligations under this Agreement. The Customer shall ensure that Cards are only in the possession of and only used by authorised Cardholders and that Cards do not remain in possession of anyone who has ceased to be an authorised Cardholder. For the avoidance of doubt, the Customer will be liable for any purchases made using a Card by an unauthorised user.

3.6 The Card may only be used for purchases that correspond with a normal consumption or use and Cards can only be used by the Customer in compliance with all applicable legislation.

3.7 Customer and Cardholders are not entitled to participate in any WP promotions or loyalty schemes on Transactions using a Card unless otherwise invited in the terms of any such promotion or loyalty scheme.

3.8 WP may modify or end its Card Program and/or replace it with a different program. In addition, WP may increase or reduce the number, and vary the type, of Retailers and/or Supply Points where Cards can be used without Notification.

3.9 Where the Customer acquires a Purchase Device by virtue of this Agreement, the Customer shall:

- (a) register the Purchase Device along with the vehicle details with the necessary third parties;
- (b) provide WP with all the correct documentation and accurate information as required by WP from time to time; and
- (c) be liable for any and all payments to be made through the Purchase Device for a period of two (2) Business Days after WP has received Notification in Writing that the Purchase Device should be stopped (provided always that such notification has been given by 4pm, failing which the notification period shall commence on the next Business Day).

3.10 Customer agrees and acknowledges that title to the Purchase Device shall remain with WP at all times and that the Purchase Device shall be returned to WP at the end of the agreed period, failing which a non-return Charge shall be levied by WP.

4. Cards

4.1 Applications, property, cancellation, blocking or renewal of cards

- (a) All applications for the issue of Cards shall be at the absolute discretion of WP. It is understood that WP shall not be obliged to accept an application nor to give any reason for refusing the same, nor to enter into any correspondence in regard thereto. Each Card will be valid for use by the Cardholder to the extent of the Credit Limit from the date of issue until the date of expiry; and
- (b) Cards remain the property of WP at all times. WP may cancel or block Cards or refuse to renew or replace Cards in its sole discretion and the Customer shall return Cards on first request to WP's registered office. WP may **without prior Notification** to Customer levy Charges on Cards.

4.2 Use of Cards

The Customer shall, and shall procure that a Cardholder, only use Cards in accordance with the provisions of this Agreement. A Card may not be used in, among others, the following circumstances:

- (a) unless the Cardholder has presented the Card to the Retailer at the Supply Point prior to drawing any Goods (save where the Supply Point permits use of a Card via a remote terminal);

4.4 Online and offline Transactions

Transactions will be processed online, except if this is not possible for technical reasons relating to the equipment required for such processing, in which case Transactions will be processed offline. Online Transactions shall be confirmed by PIN and offline Transactions (where permitted) shall be confirmed by PIN or by signature of the Cardholder on the sales voucher. Transactions confirmed in such manner are deemed to have been accepted by the Customer and will be invoiced to the Customer. A Cardholder has no entitlement to offline Transactions and the Customer will remain liable for Transactions made without PIN.

4.5 Security precautions

(a) The Customer will be responsible for identifying and taking all necessary precautions to ensure the safe storage and use of the Card and its PIN. Notwithstanding the foregoing, WP may from time to time recommend specific precautions to the Customer. A Card is issued with a PIN. The Customer shall only disclose the PIN to the Cardholder authorised to use the Card. The Customer shall ensure that the PIN is not compromised such as by keeping the PIN secret from any person other than the Cardholder, never storing the PIN together with the Card and entering a PIN discreetly. The Customer shall not keep the PIN in any written format.

(b) WP may, in its sole discretion, determine proprietary security limits (such as a maximum value per Transaction, a maximum value for all Transactions per Card over a period of time or a maximum number of Transactions per Card over a period of time), above which Transactions may be refused or Cards may be blocked. These limits are determined, and may be revised at any time, by WP in its absolute discretion. WP may, but has no obligation to, refuse Transactions or block Cards that exceed such security limits and WP will not be liable if Cards are used exceeding these security limits. At the Customer's request WP may issue Card(s) that are exempt from security limits. The Customer will indemnify WP on demand in respect of all losses, costs, claims and demands arising out of or in connection with the use of all such Cards.

(c) A Retailer may, but is not obliged to, request the Cardholder to show appropriate identification to prove that his identity corresponds with the name on the Driver Card, in the absence of which such Retailer may refuse the Transaction and/or retain the Card.

(d) The vehicle registration number or name on a card is not a security measure. The Customer will be liable for purchases using the Card whether for the vehicle or name identified on a Card or otherwise.

4.6 Lost, stolen or duplicated Cards and compromised PINs

(a) If the Customer has reason to believe that a Card is lost, stolen, duplicated or has not been received when due or that the PIN is compromised the Customer must immediately Notify WP By Phone, By E-mail or By Fax. Where Notification has been given orally, Customer shall confirm this by Notification in Writing within two (2) Business Days thereafter (“**Confirmation**”).

(b) The Customer shall be liable for all Transactions made with a lost, stolen or duplicated Card for a period of two (2) Business Days after WP has received Notification in Writing or Confirmation from Customer that the Card has been lost or stolen. However, if after two (2) Business Days Transactions are made with the lost, stolen or duplicated Card using the correct PIN, the Customer will remain liable for such Transactions until the lost, stolen or duplicated Card has been blocked, which WP shall arrange for as soon as reasonably practicable. In addition, if after Notification by the Customer that a Card is lost, stolen or duplicated, the Card is used by the Cardholder, the Customer will remain liable for such Transactions and WP may make such reasonable charge to the Customer as appropriate to cover the expenses incurred by WP as a result of Customer’s Notification, including any payments made by WP to any person as a reward for confiscating such Card.

(c) The Customer shall be liable in respect of all Transactions made with a Card with a compromised PIN until (i) the Customer has given Notification to WP as detailed in clause 4.6(a) above; and (ii) WP confirm receipt of the compromised Card with the top corners cut off.

(d) The Customer shall give WP all reasonable assistance to investigate the loss, duplication or theft of any Card and to assist WP to recover the lost or stolen Card or a duplicate of the Card. The Customer must notify the police of any loss, theft, duplication or other misuse and obtain a police report and crime reference number which must be provided to WP.

4.7 Cancellation, withdrawal or replacement of Cards

(a) If the Customer wishes to cancel or withdraw a Card for any reason he should Notify WP accordingly and return the Card to the WP with the corner cut off. The Customer will remain liable in respect of all Transactions made with a cancelled or withdrawn Card, prior to receipt of the Card at the WP.

(b) Upon receipt of new Cards replacing existing or expired Cards, Customer shall ensure that all the replaced Cards are immediately destroyed. Customer shall remain liable for all Transactions made with the replaced Cards.

4.8 Without prior Notification to the Customer, WP reserves the right to levy Charges in respect of the reissuing and replacement of any Cards.

5. Price, Invoicing and Payment

5.1 Price

(a) **The prices payable for Fuels Products and Non-Fuel Products may be Notified by WP to the Customer from time to time. WP reserves the right in its absolute discretion to amend the price payable for Fuel Products and Non-Fuel Products without notice to the Customer from time to time due to changes in wholesale crude oil prices, currency or exchange rates, tax/fuel duty, volatility in the oil market generally, the volume of Goods purchased by the Customer or for any other reason howsoever arising.**

(b) The Customer:

(i) agrees to pay the prices for Fuel Products and Non-Fuels Products applicable from time to time;

(ii) acknowledges that due to changes in wholesale crude oil prices, currency or exchange rates, tax/fuel duty, volatility in the oil market generally, the volume of Goods purchased by the Customer or for any other reason howsoever arising, it is impractical for WP to notify each Customer of such price changes;

(iii) agrees that use of a Card constitutes acceptance of any variations in price; and

(iv) agrees that the price of Fuel Products may be higher than the pump price at the time of the transaction.

(c) For transactions of Goods on Cards outside of the Network, WP may apply a Charge or a Surcharge to the price of the Goods.

(d) Goods shall be invoiced together with Charges, taxes, duties, and any other charges levied in the country of delivery. Value Added Tax shall be specified separately for deliveries in countries where this is legally possible. Taxes, duties and Charges will also be added to all service fees or other payable amounts as appropriate. Customers are responsible for Notifying WP in due course of any changes to their country-specific tax (or VAT) ID numbers, addresses and fiscal representatives.

(e) WP may in its sole discretion levy a Charge for customer services or facilities it provides to the Customer, which may include, but is not limited to, the application of a percentage service fee to the purchase of all Goods. WP may from time to time modify the amount of the Charges or services to which the Charges relate without prior notification.

(f) Any Charges may be unilaterally changed and updated from time to time by WP acting in its absolute discretion without notice to the Customer. For the avoidance of doubt, any changes made in accordance with this clause 5.1(f) shall take immediate effect.

5.2 Invoicing

(a) If Card Transactions have been processed, the Customers will be invoiced with the frequency agreed between WP and the Customer. WP may conduct periodic reviews on all Customers and WP reserves the right to amend the invoice frequency and the payment terms of the Customer with prior Notification.

(b) The use of electronic invoicing (where available) is subject to the Customer subscribing to the e-invoicing service. WP may in its sole discretion levy a Charge to the Customer according to the type of invoicing service it subscribes to. When subscribing to the e-invoicing service, the Customer agrees that WP may archive Invoices electronically or have them archived electronically by its nominated third-party contractor. The Customer will be notified by an email when a new Invoice is available, or by any other method as WP shall determine from time to time. Email notification is provided for information only, and payment conditions apply in accordance with this Agreement. The Customer may still receive a paper Invoice in cases of manual adjustments. If any email notification or electronic invoice fails to reach the e-mail address specified or any loss or corruption of information occurs, it is the Customer's responsibility to advise WP and no such failure or loss shall affect the Customer's liability for making payment of all amounts properly due from the Customer to WP on or before the due date for payment. For the avoidance of doubt the Customer is responsible for informing WP of all changes to the Customer's administration data, which includes the destination e-mail address. The Customer is responsible for informing their local tax office, if required, of their intention to receive invoices electronically.

(c) The Customer will be invoiced for Goods purchased in pounds sterling (£). Purchases made in foreign currencies will be converted to such currency using the Exchange Rate.

(d) WP will issue Invoices or debit notes, payment requests, non-title invoices, non-VAT invoices or other legally appropriate similar documents as permitted by the Transactions, or will cause such documents to be issued on its behalf, for Goods sold by WP or Retailers to the Customer. If the Customer requires a VAT invoice for Goods sold by Retailers in circumstances where WP is not legally permitted to issue a VAT invoice, the Customer should request an Invoice at the Supply Point at the time of the Transaction. Invoices, debit notes, payment requests and other legally appropriate similar documents are jointly referred to herein as "**Invoice(s)**".

(e) Invoices are issued based on Transaction data communicated to WP by Retailers. Therefore, any subsequent corrections communicated by Retailers may lead to rectification of Invoices.

(f) Sales vouchers, or duplicates thereof, are not issued by WP and should, if required, be obtained by the Customer at the Supply Point at the time of the Transaction.

5.3 Payment term, payment method and securities

(a) Invoices are payable by the due date stated on such Invoice (“**Payment Term**”). The Customer shall pay Invoices without any discount, deduction or set off, so that WP’s designated bank account is credited with the full amount and in the currency indicated on the Invoice within the Payment Term. Failure to do so shall constitute “**Late Payment**”.

(b) Unless agreed otherwise by WP, payments shall be made by means of direct debit. WP may levy a Charge for any other payment method than direct debit. The Customer shall provide WP with a direct debit mandate in a form acceptable to WP and shall ensure that a valid direct debit mandate exists at all times during the course of this Agreement. If nevertheless at any time a direct debit by WP is recalled by the Customer’s bank, the Customer will immediately pay to WP an amount equal to the amount of such recalled direct debit. WP is entitled to levy a Charge for administration, increased in line with any bank charges incurred by WP for any recalled or failed direct debits. Customer shall Notify WP of any changes to its bank account details in a timely manner so as to avoid any Late Payment.

(c) At its sole discretion, and at any time, WP has the right to revise the payment method or Payment Term and to revise or withdraw any credit that may have been granted to the Customer. Notwithstanding any other remedies available to WP, in the event that credit is withdrawn, all amounts then due and owing, for whatever reason, whether already invoiced or not, shall become immediately payable, and any future sales by WP to the Customer shall be with pre-payment or fully covered by a security in accordance with clause 5.3(d) at WP’s option.

(d) The Customer shall provide to WP and maintain security in such amounts, types, form and issuers as WP may specify from time to time in its sole discretion. WP may request the Customer to increase the amount covered by the security or to provide an additional security if WP, in its sole discretion, considers that this is required to guarantee the Customer’s current or future payments to WP. The Customer shall renew any expiring securities at the latest by the date corresponding to the expiry date of the security minus the number of days corresponding to the then applicable Payment Term, and if the Customer fails to do so, WP is entitled to arrange for the Cards to be blocked. If a parent guarantee is in place and, as a result of a change in the shareholding structure in the Customer’s Affiliates, the parent company that has issued the guarantee no longer is a parent of the Customer, the Customer shall immediately secure an alternative security acceptable to WP, unless and until it is confirmed by the parent that has issued the guarantee that the guarantee remains in force. Failure to provide or maintain at all times adequate securities shall immediately make all sums owing by the Customer to WP (whether already invoiced or not) on any account whatsoever immediately and automatically due and payable. The Customer shall ensure that WP will have the option to call on the security until at least 6 (six) months from the end of the month after termination of this Agreement.

(e) Disputed Invoices shall be paid in full by the Customer on the due date. If consequently parties agree that such invoice needs to be corrected with a certain amount, WP will promptly issue a credit note and repay such amount or set it off with any amounts due to WP by the Customer. **For the avoidance of doubt, any dispute in relation to an Invoice shall be raised by the Customer within 30 calendar days of the date of Invoice. After such period, the Invoice amount shall be deemed agreed by the Customer.**

(f) WP may at any time, without giving Notification to, or making demand upon, the Customer, set off and apply any and all sums at any time owing by WP to the Customer or any of the Customer's Affiliates, against any and all sums owing by the Customer or any of the Customer's Affiliates to WP. The Customer shall not withhold or set off any amounts payable by him against any amounts payable by WP, except if this is mandated by law.

5.4 Default by the Customer

(a) Late Payment by the Customer shall make all sums owing by Customer to WP (whether already invoiced or not) on any account whatsoever immediately and automatically due and payable, without prejudice to WP's right to charge automatically and without prior Notification, the Interest Rate.

(b) The Customer shall be liable for all costs, charges and other liabilities incurred by WP as a result of the Late Payment. WP is entitled to charge all costs of collection, including attorney's fees to the extent permitted by law, in addition to all other amounts due. For payments that do not take place on the due date, WP reserves the right to levy a Charge in respect of such late payment.

(c) All payments from and any credits or refunds due to the Customer will be used to pay off: (i) any interest due; (ii) any unsecured portions of the debt; (iii) any secured portions of the debt; and finally (iv) any other indebtedness to WP.

(d) WP may use, without prior Notification or demand, any or all of the security to set off or satisfy all or any part of any indebtedness or obligation of the Customer and/or any of the Customer's Affiliates to WP, including indebtedness arising from purchases under this Agreement or from any other agreement concluded between Customer and/or any of the Customer's Affiliates and WP.

(e) If a cash deposit has been made by the Customer and/or any of the Customer's Affiliates then such deposit can be used, at WP's sole discretion, as payment of Transactions which have been invoiced or not yet invoiced or in satisfaction of any other sums owed by Customer and/or any of the Customer's Affiliates to WP.

(f) In case of Late Payment, failure to provide or maintain adequate security, exceeding the Credit Limit, or if WP, in its sole discretion, determines that there are objective reasons to conclude that the financial status of Customer has become, or is likely to become, impaired or unsatisfactory, WP may immediately, without prior Notification, block or cancel the Customer's Cards.

(g) In the case of Late Payment, WP reserves the right to apply a Charge to all Transactions for a period of three (3) months immediately following the occurrence of the Late Payment.

(h) WP reserves the right to terminate this Agreement, suspend Cards or levy a Charge in the event that the Customer's Credit Limit is exceeded.

(i) If the Customer's account is suspended for any reason with a subsequent reactivation, the Customer may incur a Charge for any such reactivation requested. WP does not accept any liability for accounts that are not reactivated.

(j) WP (or its agents or representatives) may perform credit checks on the Customer. The Customer hereby gives its consent to WP (or its agents or representatives) to carry out such checks. The Customer hereby acknowledges and agrees that the credit checks may involve giving information about the Customer to licensed credit reference agencies or third parties. Occasionally WP may use the information provided as a result of the credit checks to inform the Customer about any other product offering of WP or any third party from time to time.

(k) WP may undertake periodic risk assessments of the Customers using industry-recognised risk exposure management tools and/or general market intelligence. If, following such risk assessment, the Customer's risk exposure reaches a specified risk exposure level determined by WP in its sole discretion, a risk based Charge may be applied to all purchases of Fuel Products for the duration of the increased risk exposure level until such point as the original risk level resumes.

5.5 Radius Future

(a) For every litre of a Fuel Product that a Customer purchases using a Radius Future branded Card, WP shall arrange for £0.01 to be paid to a carbon offsetting or an environmentally friendly project or scheme.

(b) WP shall arrange to make payments to the carbon offsetting or environmentally friendly project or scheme on the first Friday of every February, May, August and November each year. The amount paid by WP shall be calculated by reference to the Radius Future Invoices that a Customer has paid between 1 October and 31 December for the February payment, 1 January and 31 March for the May payment, 1 April and 30 June for the August payment and 1 July and 30 September for the November payment.

6. Information and Data Privacy

6.1 The Customer shall ensure that all information communicated to WP (including name, legal status, address, email address, key personnel, bank details) is accurate and it shall forthwith provide Notification in Writing to WP of any changes. Upon request, the Customer shall provide complete and accurate financial statements (last audited accounts if available) and related information in a timely manner to assist WP with the financial assessment process.

6.2 WP shall not be liable to the Customer in respect of any inaccurate Invoices, documentation or reporting about Transactions resulting from incorrect information provided by the Customer, Cardholder or Retailer. All monies owing by the Customer to WP shall become due and payable forthwith if WP discovers that any of the information provided by the Customer to WP is materially inaccurate.

6.3 WP may at any time disclose to a third party any relevant information relating to the Customer, its Cardholders or its Transactions to the extent that this is deemed necessary by WP to enable the operation of this Agreement. The Customer shall treat information set forth in or derived from this Agreement as confidential.

6.4 Protection of Personal Data

(a) For the purposes of this clause 6.4, “personal data”, “process/processing”, “data controller”, “data processor”, “data subject”, and “personal data breach” shall have the same meaning as in the Data Protection Laws. “**Data Protection Laws**” means in relation to any Personal Data which is Processed pursuant to this Agreement, the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and all other applicable national laws relating to the processing of personal data.

(b) The Customer acknowledges that in the performance of its obligations under this Agreement WP shall process (as data processor) the following types of personal data in respect of the following categories of data subject strictly in relation to and for the purpose of performing its obligations under this Agreement and for the duration of this Agreement: (i) types of personal data: contact data (full name, initials, contact address); transactional data (detail of purchases and locations of purchases); employment data (job role and employer information); (ii) categories of data subject: representatives of the Customer, the Retailer and the Cardholders.

(c) Where acting as data processor on behalf of the Customer, WP shall: (i) only collect, process, store, and use personal data (i) as required to meet the Customer’s lawful, documented, and reasonable instructions (which shall unless otherwise agreed be to process personal data to the extent that such is necessary for the performance of this Agreement); and as required to comply with an EU or Member State law to which WP is subject, in which case WP shall (to the extent

permitted by law) inform the Customer of that legal requirement before processing that personal data.

(d) The Customer hereby generally authorises WP's appointment of subprocessors who may from time to time be engaged by WP in support of WP's provision of the services to the Customer, subject to WP meeting the conditions set out in Article 28 (2) and (4) of the GDPR.

(e) WP shall implement appropriate technical and organizational measures to protect any personal data collected under this Agreement against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing. Having regard to the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected.

(f) Insofar as WP processes personal data on behalf of the Customer as data processor, WP shall (i) take reasonable steps to ensure the reliability of any WP employees who may have access to the personal data, and their treatment of the personal data as confidential; (ii) promptly notify the Customer of any communication from a data subject regarding the processing of their personal data, or any other communication (including from a supervisory authority) relating to the Customer's obligations under the Data Protection Laws; (iii) notify the Customer without undue delay upon becoming aware of any personal data breach involving the Customer or its data subjects, such notice to include all information reasonably required by the Customer to comply with its obligations under the Data Protection Laws; and (iv) cease processing the personal data within 120 days upon the termination or expiry of this Agreement, and as soon as possible thereafter either return or securely wipe from its systems, the personal data and any copies of it or of the information it contains.

(g) To the extent permitted by law, WP shall make available to the Customer such further information and (as applicable) co-operate in the conduct of any audit or review exercise, as the Customer may reasonably require to provide assurance that WP is in compliance with the obligations set out in clauses 6.4(c) – (f) (inclusive), provided always that this requirement shall not oblige WP to provide or permit access to information concerning (i) WP's internal pricing information; (ii) information relating to WP's other customers (including any pricing information); (iii) any of WP's non-public external reports; (iv) any internal reports prepared by WP's internal audit function; (v) any intellectual property rights of WP; or (vi) any information which would infringe the Data Protection Laws. Further a maximum of one audit or review may be activated under this clause in any twelve (12) month period and provided always that the parties shall (acting reasonably) agree a mutually convenient date for the audit or review to take place.

(h) The Customer acknowledges that WP may process (as data controller) personal data relating to the Customer and the Cardholders by WP, the Retailer or any third party designated by WP, for the execution of this Agreement, and for legitimate purposes required by WP including, but not limited to, operating this Agreement, keeping accounts and records, invoicing, credit analysis, enhancing services quality, market analysis, compilation of statistics or for sending marketing and/or other information to the Customer, including after the termination or expiry of this Agreement. (i) The Customer hereby expressly agrees to comply with the requirements of the data privacy legislation including but not limited to (where applicable) obtaining consent of each Cardholder to the processing of their personal data pursuant to this Agreement and warrants that it has obtained, or will obtain (where applicable), all necessary consents from Cardholders to permit processing of their data by WP, Retailers and third parties designated by WP in accordance with this clause 6.4, before processing any such personal data.

(j) For details of WP's approach to data protection, please see our "Privacy Policy" at <https://www.thewp-group.co.uk/privacy-policy>.

7. Duration and Termination

7.1 This Agreement will take effect upon the first use by the Customer or Cardholder of a Card and it is concluded for an indefinite duration. WP reserves the right to terminate this Agreement at any time immediately without cause.

7.2 The Customer may close the account by calling 0800 980 6172. No other form of communication shall be deemed to effect the closure of an account. In the event that the Customer closes their account, the Customer shall: (i) return all Cards to WP; (ii) ensure that there are no Transactions after the request to close the account; (iii) remain liable to repay immediately on demand any outstanding balance on the account, including all charges, fees and costs to the date of repayment (iv) where returning Cards by registered post, ensure that the Cards are cut into two and the magnetic strip is severed; and (v) only cancel the direct debit mandate with the WP when all outstanding payments have already been discharged. For the avoidance of doubt a Customer account shall not be closed until all Cards are returned to WP and all liabilities under this Agreement are satisfied.

7.3 Notwithstanding any other remedies available to WP, this Agreement may be terminated by WP with immediate effect by Notification to the Customer in the following circumstances:

(a) if there is Late Payment by the Customer;

- (b) if the Customer exceeds its Credit Limit;
- (c) if the Customer fails to provide or maintain adequate security in accordance with clause 5.3(d);
- (d) if there is a suspicion of fraud or abuse of the Customer's Card(s) or such fraud or abuse has been established;
- (e) if the Customer (being an individual) dies or is unable to pay its debts within the meaning of Section 268 of the Insolvency Act 1986 ("IA 1986") or (being a company) if a liquidator (other than for the purpose of amalgamation or reconstruction), administrative receiver, administrator or receiver is appointed in respect of the whole or any part of the Customer's assets or business or the Customer enters into an arrangement or composition with its creditors, or if it becomes unable to pay its debts within the meaning of Section 123 of the IA 1986, or analogous provision in any other jurisdiction or if the Customer suffers any distress or execution to be levied upon any of his goods or premises or any equipment at his premises or other circumstances arise which would entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to make a winding up order in relation to the Customer;
- (f) if WP performs and/or obtains a credit review or rating for the Customer (which the Customer hereby agrees WP may carry out and/or obtain from time to time) which, in the sole opinion of WP, is unsatisfactory;
- (g) if WP in its sole discretion determines that there are objective reasons to conclude that the financial status of Customer has become or is likely to become impaired or unsatisfactory;
- (h) if the Customer is in material breach of any (other) term of this Agreement; or
- (i) if the Customer assigns this Agreement without WP's consent or if there is a change in control of the Customer.

7.4 If Notification of termination of this Agreement is given for whatever reason, the total outstanding balance of the Customer's account (whether invoiced or not) shall become immediately due and payable in full to WP. At the termination of this Agreement the right of the Customer to use Cards shall cease, and the Customer's access to the Website may be stopped or restricted. This is without prejudice to the Customer's liability for use of Cards after termination until the moment where such Cards have been received back by WP or to the rights of WP already accrued at the date of such termination at the conditions that were valid before the termination of this Agreement. Securities shall remain in force until the last payment due under this Agreement has been received by WP.

8. Exclusion and Limitation

8.1 Subject to Clause 8.10, the express terms of this Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

8.2 WP gives no warranty, express or implied, in relation to any Goods supplied to the Customer other than relating to the title of the Goods supplied.

8.3 WP shall not be liable for any loss or damage suffered by the Customer or the Cardholder in connection with any Goods, including but not limited to where any Fuel Product acquired from a Supply Point is contaminated, save to the extent that such liability cannot by law be limited or excluded.

8.4 WP shall not be liable for any failure of a Retailer to process Cards or for any refusal by a Retailer to accept Cards. The sale of Goods by Retailers takes place under the exclusive responsibility of such Retailer and the Customer must lodge any claim relating to the sale of Goods directly with such Retailer.

8.5 Subject to clause 8.10, WP's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise (and including claims relating to Goods purchased with a Card), in any 12 month period shall in no circumstances exceed a total aggregate amount equal to the price of all Goods paid by the Customer to WP pursuant to clause 5.1 in that 12 month period less the price paid for all such Goods by WP to any third party including any Retailer in that 12 month period.

8.6 WP is not liable for any loss of profits, loss of revenue or loss of opportunity or any consequential or indirect loss or damages incurred by the Customer or Cardholder as a result of a claim.

8.7 Claims by the Customer or Cardholder are waived unless made by registered letter within 30 calendar days from the date of the event triggering the claim.

8.8 The Customer shall indemnify and hold WP, its officers, employees and agents harmless in respect of any losses that are caused by or result from the negligence or wilful acts or omissions of the Customer or its Cardholders.

8.9 The Customer shall indemnify and hold WP, its officers, employees and agents harmless against all liability, including employer's liability, in respect of any damage to the property of WP or the Customer or the death or personal injury of their respective employees or agents arising out of or consequent upon the use of the Card, the Sites or the Product.

8.10 Nothing in this Agreement shall exclude or limit WP liability for death or personal injury caused by WP negligence, or the negligence of WP employees, agents or subcontractors; fraud or fraudulent misrepresentation; or for any other liability which cannot be excluded or limited by law.

8.11 Subject to Clause 8.10, WP shall not in any circumstances be liable to the Customer arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of income, loss of contracts, loss of business or business opportunities, loss of production, loss of turnover or revenue, loss of availability, loss or corruption of data or information provided by you, loss of anticipated savings, wasted expenditure, loss of reputation, loss of goodwill or loss of use, in all cases whether suffered or incurred directly or indirectly by the Customer, or for any consequential, indirect or special loss or damage howsoever arising and of whatsoever nature (even if WP had been advised of the possibility of you incurring the same) or any punitive or exemplary damages.

8.12 WP shall have no liability to the Customer to the extent caused by or arising from (i) the Customer's acts, omissions, default, fraud or negligence; or (ii) the acts, omissions, default, fraud or negligence of any third party.

8.13 Statements made by WP relating to the Cards and all recommendations, opinions, estimated savings and forecasts (together "**Forecasts**") in any communication between WP and Customer are made in good faith on the basis of information available at the time and such Forecasts are addressed only to the Customer. WP shall have no liability in relation to losses, liabilities, expenses, claims, costs or damages suffered or incurred as a result of or in relation to Customer's reliance on such Forecasts and Customer acknowledges that such liability is a business risk that Customer wholly assumes.

8.14 This clause shall continue in full force and effect after the termination or expiry of this Agreement.

9. Force Majeure

WP shall not be liable for any failure to perform or any delay in performance under this Agreement arising from, or in connection with, any event that is not within WP's immediate control, including, but not limited to:

(a) strikes, lock-outs, labour disputes of any kind, partial or general stoppages of labour, refusals to perform any kind of work (whether or not any of the foregoing are lawful, or relate to WP's own employees or others);

- (b) war, hostilities, terrorist activity, or any local, national or international emergency;
- (c) acts of God, fire, flood, pandemic;
- (d) any inability to obtain energy, utilities, equipment, transportation, the product deliverable under this Agreement or the feedstock from which the product is directly or indirectly derived;
- (e) technical problems, breakdown of or accident relating to plant, machinery, facilities, Supply Points, transportation equipment, communication systems, computer hardware or systems or other equipment such as card readers;
- (f) any hindrances to transportation;
- (g) WP's fuel stocks falling below levels which WP in its absolute discretion considers necessary;
- (h) good faith compliance with any regulation, order or request of, or interference by, or restriction imposed by, any international, national or provincial port or other public authority or any person purporting to act for such authority (whether ultimately determined to be valid or invalid); or
- (i) the threat, or reasonable apprehension, of any of the above events.

10. General

10.1 Signing or using a Card constitutes acceptance of these General Terms and Conditions.

10.2 WP may unilaterally vary, add to or delete any provision of this Agreement and changes to this Agreement shall be posted on the Website (including any relevant effective dates). The Customer shall check online from time to time for any updates or amendments to this Agreement. Use of a Card after any such update has been made to this Agreement shall be deemed to be acceptance of the modified Agreement by the Customer.

10.3 WP may transfer or assign the rights and obligations under this Agreement in whole or in part (including, but not limited to, transferring, assigning or factoring any debts or claims) to third parties (including but not limited to other affiliates) without Notification. Furthermore, WP may, at its sole discretion, and without Notification, appoint any agent or contractor for the negotiation and/or execution of this Agreement and the Customer hereby expressly confirms its consent to any such appointment. The Customer may transfer or assign its rights and obligations under this Agreement with prior written consent from WP.

10.4 If the Customer consists of two or more persons, then their obligations under this Agreement shall be joint and several.

10.5 Each Party shall exercise reasonable care and diligence to prevent any action or condition which may result in a conflict of interest with those of the other Party. This obligation shall apply to the activities of each Party's employees and agents in their relations with the employees and families of the other Party, its representatives, vendors, subcontractors and third parties. Each Party's compliance with this requirement shall include, but shall not be limited to, establishing precautions to prevent that Party's employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act contrary to the other Party's best interest. Each Party shall promptly Notify the other Party the identity of its representatives or employees who are known in any way to have a substantial interest in the other Party's business or the financing thereof.

10.6 No remedy of WP against the Customer is intended to be exclusive, but each remedy shall, to the maximum extent allowed by law, be cumulative and in addition to any other remedy referred to herein or otherwise available to WP. The exercise, or beginning to exercise, by WP of any one or more remedies shall not preclude the simultaneous or later exercise by WP of other remedies. All remedies of WP shall, to the maximum extent allowed by law, survive any and all terminations of this Agreement. To the maximum extent allowed by law, no delay or failure on the part of WP in exercising any right, remedy, power, or privilege of WP shall operate as a waiver thereof.

10.7 Each of the clauses in this Agreement is independent and severable and shall not, in the event of any declaration of invalidity or unenforceability, affect the construction, or effect of, any other clause in this Agreement.

10.8 This Agreement shall form the entire agreement between WP and the Customer in relation to the use of the Cards and supersedes all other agreements and understandings (whether written or oral) in relation to the use of the Cards. Any terms and conditions provided by the Customer shall not apply to this Agreement.

10.9 Headings used in these General Terms and Conditions are for convenience only and shall not affect its interpretation.

10.10 This Agreement, and any supplies of Goods made in conjunction with the use of the Card, shall be governed by, and construed in accordance with, the laws of England (excluding its rules on conflict of law) and Customer irrevocably submits to the exclusive jurisdiction of the courts of England. Neither the Uniform Law on the International Sale of Goods ('ULIS'), nor the United Nations Convention on Contracts for the International Sale of Goods 1980 ('CISG') shall apply.

10.11 For Transactions involving Supply Points outside of the territory of the WP company which has the primary relationship with the Customer (Outside Territory Transactions), an affiliate will replace WP in relation to the sale of Goods and issue of Invoices as set out in this Agreement.

10.12 Use of a Card for Outside Territory Transactions constitutes a purchase of Goods from affiliate or from Retailer, as the case may be. Title to the Goods and risk of loss will pass upon delivery of the Goods at the Supply Point. Invoices will be issued in respect of these supplies in accordance with the terms in clause 5 above.

11. Country Specific Provisions

11.1 In the United Kingdom, Cards may only be used if shown to the Retailer prior to the purchase of Goods (save where the Supply Point permits use of a Card via a remote terminal).

11.2 The Cards are not currently subject to the necessary regulatory licence for use in Poland. The Customer may not therefore use any Card for purchasing Goods from Supply Points in Poland. The Customer shall be liable for any liability incurred by any party as a result of the use of a Card in Poland, including for any fines or penalties imposed by any government or regulatory body. Any Card that is used to purchase Goods from a Supply Point in Poland may be suspended with immediate effect.

12. Electrical Vehicle Charging

The following provisions apply where the Cards are used to pay for the use of Electrical Vehicle Charge Points.

12.1 The Customer acknowledges and agrees that neither WP nor its Charge Point Providers:

(a) strikes, lock-outs, labour disputes of any kind, partial or general stoppages of labour, refusals to perform any kind of work (whether or not any of the foregoing are lawful, or relate to WP's own employees or others);

(b) are responsible to the Customer if a Charge Point is unavailable at any particular time for any reason; or

(c) will be liable to the Customer or to any Cardholder, for any loss of, or damage to property whether during or after using a Charge Point, including any damage to a Customer vehicle.

12.2 The Customer shall follow all instructions in relation to the use of a Charge Point (which may differ from one Charge Point and/or Charge Point Provider to another, particularly where the service is different)

12.3 The Customer is responsible for:

- (a) paying any access and/or parking charges due to third parties in respect of any Charge Point;
- (b) paying any additional fees imposed by the Charge Point provider in relation to the use of a Charge Point;
- (c) paying the costs of any fines or penalties imposed by a parking enforcement authority relating to the use of a Charge Point and of any charge applied if a vehicle is immobilised, clamped or removed; and
- (d) checking that a Charge Point is suitable for the vehicle in question prior to use.

12.4 The Customer acknowledges and agrees that any use of a rapid charge point is at the Customer's own risk. Neither WP nor any Charge Point Provider will be liable to the Customer for damage to a vehicle resulting from the use of a rapid charge point.

12.5 The Customer is responsible for ensuring that the charging of a vehicle at a Charge Point is carried out safely so as to avoid injury to any person or damage to property. This includes, but is not limited to, the Customer ensuring that it takes all reasonable care when charging a vehicle.

12.6 The Customer agrees that it is responsible for any damage caused to a Charge Point or to any other property or for any injury to any person which is caused by a Cardholders use of a Charge Point.

12.7 WP is not responsible for and gives no warranties or undertakings in relation to the kWh charge of the Charge Point, which is determined by the Charge Point Provider. The Customer must check the kWh prior to use.

12.8 The Customer acknowledges and accepts that Cards may be used to access Charge Points without the use of a PIN. The Customer must take extra care to check invoices for Charge Point transactions and notify WP in accordance with clause 4.6(a) above in the event of unauthorised use of a Card in relation to a Charge Point. For the avoidance of doubt the provisions of clause 4.6(b) above shall apply to Cards used to access a Charge Point.

12.9 WP is not responsible for and gives no warranties or undertakings in relation to any information provided by any applications accessed by the Customer relating to electrical vehicle charging or the functionality of such applications.

12.10 The Customer acknowledges that it is not possible for WP to restrict the use of Cards to Electrical Vehicle Charge Points only and that any Cards may also be used to purchase Fuel Products and other Non-Fuel Products and the Customer shall be liable for all Transactions.