

# **General Terms and Conditions regarding the issuance and use of refuelling cards**

of **RAG Austria AG**, Schwarzenbergplatz 16, 1015 Vienna, Austria (“RAG”)

## **1) Subject matter**

RAG operates self-service natural gas (Compressed Natural Gas and Liquefied Natural Gas) filling stations for motor vehicles. The General Terms and Conditions at hand set out the binding conditions for the issuance and use of refuelling cards (“Cards”) which can be used by companies (“Customers”) to pay for refuelling at RAG filling stations without additional means of payment.

## **2) Issuance of the Cards**

The Customer applies for one or more Cards at RAG. After accepting the application, RAG will provide the Customer with one Card for each vehicle, with the company name and the registration number of the vehicle printed on the card for identification. By filing the Card application and using the Cards, the Customer agrees to the General Terms and Conditions at hand. The Customer is not entitled to have Cards issued to it. Furthermore, the issuance of Cards by RAG is no assurance whatsoever concerning specific natural gas capacities or the availability of filling stations.

## **3) Refuelling and payment process**

The Card authorises companies to refuel company vehicles at RAG natural gas filling stations on a self-service basis and to use the Card as the means of payment. The Customer is responsible for the behaviour of the persons employed by it in the same way as if it were the Customer’s own behaviour. By entering the PIN code received from RAG, the Customer confirms the receipt of the natural gas as well as the acknowledgment of the payable amount displayed at the fuel dispenser in terms of reason and amount.

If requested by the Customer, a daily limit can be set for each Card, for safety reasons.

The cost of a refuelling is displayed at the fuel dispenser in EUR and is inclusive of VAT. Invoicing takes place on a monthly basis in writing. The invoiced amount is payable without deductions and shall be received on the account of RAG indicated on the invoice within 21 days after invoicing.

In case of default, RAG charges default interest in the amount of 1.5% per month starting with the maturity date as well as reminder fees in the amount of EUR 5.00 for the first reminder and EUR 15.00 for every further reminder, in each case inclusive of 20% VAT. What is more, the Customer is obligated to reimburse RAG for the necessary reminder and collection expenses arising from taking appropriate legal action. This, however, does neither limit nor eliminate the possibility of asserting claims for further damages.

Until full payment of the invoiced amount, the natural gas remains the property of RAG. In this respect, RAG and the Customer agree on a retention of title.

Potential incorrect transfers will be rectified by RAG via chargeback, but not via cash payment.

During the refuelling process, all orders and prohibitions stated at the filling station must be strictly adhered to.

#### **4) Card**

The Card is the property of RAG. It is valid for the Customer stated on the Card and is not transferable. The Card (including the relevant PIN code) may be used exclusively by the Customer and the Customer's employees. Its scope of application is limited to the refuelling of company vehicles. The passing on to third persons is inadmissible.

The Card is to be handled carefully. The Customer must ensure that the Card is neither damaged nor goes missing. In case of loss, theft or if it is suspected that the PIN code has become known to third persons, RAG is to be informed immediately in order to be able to place a block on the Card. The Customer is obligated to settle all payments caused by the use of the Card by third persons even if the Customer did not authorise the payment.

If a Card is reported lost or stolen, it must not be used any more if it is found again. In case of loss, theft, damage or illegibility, RAG will replace the Card free of charge.

#### **5) Warranty and liability**

RAG can be held liable only for damage caused intentionally or by gross negligence, except in case of personal injury.

#### **6) Data change**

The Customer is obligated to inform RAG of any change in the Customer's business address. As long as RAG has not been informed of address changes, bills and statements sent to the previous address remain legally valid.

#### **7) Duration**

The Card as well as the refuelling right resulting from the Card ownership are granted to the Customer for an unlimited period of time. Both RAG and the Customer may cancel the Card by way of ordinary termination taking effect on the last day of a month, subject to one month's written notice.

Moreover, RAG may terminate the Card's validity in writing at any time, without observing a notice period, if good cause exists (i.e. incorrect statements in the Card application form, default of payment, passing the Card on to third persons, reasonable doubts concerning the solvency of the customer, etc). Good cause is also deemed to exist if the Card is being used to an extent exceeding the average and such extraordinary use does not comply with information provided by a bank (credit score, cover note, account information) or it is not possible to obtain relevant information from the bank at short notice before authorising the payment.

In case of a termination of the Card's validity (no matter for what reason), any further use of the Card is prohibited and the Card must be returned to RAG immediately.

RAG's outstanding receivables from the Customer remain unaffected by the termination of the Card's validity and are to be settled immediately by the customer.

#### **8) Miscellaneous**

The Customer authorises RAG and its subsidiaries to store, use, and process data concerning the Customer for the purpose of administration and management of the account as well as to handle the payments, prevent fraud and secure claims, and to pass on said data to third persons tasked with debt collection. This also comprises involving agencies to check the Customer's creditworthiness.

Offsetting RAG receivables with the Customer's counter-claims shall be excluded, unless such

counter-claims have been acknowledged in writing or ascertained with final legal effect.

RAG is entitled to task third persons with the full or partial performance of this agreement.

This agreement is subject to the General Terms and Conditions at hand as well to Austrian law with the exception of its conflict of law rules providing for renvoi to foreign and international law. For all disputes arising from this agreement the court of jurisdiction shall be the court competent for 1015 Vienna.

RAG explicitly objects to any general terms and conditions of the Customer. These shall by no means become part of this agreement. A separate objection is not required. RAG's behaviour shall under no circumstances whatsoever be interpreted as an approval of such terms and conditions.

**In case of changes to the present General Terms and Conditions, which apply also to existing Customers, the Customer will be informed in writing about the amendments. If the Customer does not object to the amendments in writing within 30 days upon receipt of the amendment notification, the Customer's approval will be deemed granted. In case of objection, the Card's validity is ends with immediate effect.**

Should individual provisions of these General Terms and Conditions be void or ineffective, this shall have no effect on the validity of the remaining provisions. In this event, the void or ineffective provision is to be replaced by a provision which comes closest to the commercial effect of this agreement and is valid.

Changes to these General Terms and Conditions are valid only if provided in written form. This is also applicable to the revocation of the requirement of the written form.

Date: May 2019