

## Emo Oil Fuel Card Terms & Conditions

### 1. Definitions

- a. In these conditions "the company" means Emo Oil Limited.
- b. "Network" means the network of sites through which the company works.
- c. "Card" means the card issued by the company to the cardholder
- d. "Cardholder" means the person or company in whose name the account is maintained and includes employees, subcontractors, or any person acting on behalf of the cardholder.

### 2. Payments

- a. All account holders will receive their invoice by electronic invoice. A statement of amounts charged to the cardholders account will be sent to the cardholder on a weekly basis or on any other basis as agreed between the company and the cardholder from time to time. A fee of €5 will apply for hard copies.
- b. Payments shall be made in accordance with the payment terms & method as agreed between the parties. These amounts are variable.
- c. If for any reason the cardholder has not paid the full statement value by the due date the company reserves the right to charge interest on the account of the cardholder at the EURIBOR rate plus 5% per annum. This would be payable from the original due date until full payment has been made.
- d. Failure to make payment will result in immediate suspension of the cardholder's account. Payments must be made in the event of any computer failure.
- e. The account holder will be liable for any unpaid charges on payments which fail to clear.
- f. Queries in relation to the invoice should be sent to the company within 7 days of invoice after this time the company will assume the account to be agreed.

### 3. Pricing

- a. The company can sell product to the cardholder from the network sites.
- b. The price of this product will be agreed between the company and the cardholder from time to time.
- c. The company can charge an administration fee agreed between the company and the cardholder from time to time.

### 4. Card Use

- a. The cardholder is responsible for the safe keeping of the card.
- b. The cards may only be used to obtain Diesel, Petrol, Gas, Lube and Adlube Oil as specified on your application.
- c. The cards remain the property of the company at all times.
- d. The company may cancel a card at any time without notice or refuse to issue a replacement card.
- e. On cancellation or termination of this agreement the cardholder shall return all the issued cards to the company within 7 days.

### 5. Lost or Stolen Cards

- a. If a card is lost or stolen the cardholder must immediately notify the company by telephone at such address as the company may specify from time to time. This must be followed by written confirmation (by post or fax) within one working day.
- b. The customer shall continue to be responsible for all transactions made with the lost or stolen card accordance with clause 5(a) save that no such release from responsibility will be given to the customer if it can be established on the balance of probabilities that:
  - i. The customer or the customers authorised representative gave the relevant card to the authorised person; orThe loss of the card was due to the gross negligence of either the customer or the customers authorised representative; or The customer or the customers authorised representative failed to adhere to the request made by the company or its representative to destroy or return a card to the company.
- c. The price of a new and a replacement card is €6.50 plus VAT.
- d. The customer must notify the company before 3pm in order for the card to be placed on stop that day. Any calls after 3pm will be accepted as notification for the card to be placed on stop the following working day. (Monday to Friday excluding bank holidays).
- e. Pin Numbers A 4 digit pin will be allocated to each card.
- f. PIN Numbers will be treated as confidential information and should at all times be kept entirely separate from the cards. If a PIN number is disclosed to an unauthorized person the customer should inform the company immediately.
- g. The customer will be liable for any product used if a pin number is disclosed to an unauthorized person.

### 6. Responsibilities

- a. The Company accepts no responsibility and gives no warranty, express or implied, and whether arising by common law or statute in relation to any product supplied to the customer other than to given warranty as to title to the product supplied.
- b. The Company accepts no responsibility and shall not be liable to the customer for a failure (for whatever reason) on the part of an automatic dispensing pump to dispense product at a Company site.

### 7. General

- a. The Cardholder shall immediately notify the Company of any change to the Cardholders address.
- b. The Company may amend or add to these conditions at any time subject to the requirements of statute. The Company will give the Cardholder 30 days' notice in writing of such amendments or additions.

### 8. This Agreement shall be constructed in accordance with Irish Law and the parties submit to the exclusive jurisdiction of the Irish Courts.