

# GENERAL TERMS OF USE CAPS FUELCARD / CAPS ROUTEX CARD

#### Object

Use of the fuel card, subsequently called CAPS Fuelcard (for fuel) in the Benelux, or the CAPS Routex Card (for fuel and services) in Europe in the CAPS network and jointly called 'CAPScard' in the following, and issued by G&V Energy Group or one of its associated companies, subsequently G&V.

#### **Products**

With the CAPS Fuelcard the following products and services can be purchased, in accordance with the established limitations, from the CAPS network Benelux:

- Various types of fuel

With the CAPS Routex Card the following products and services can be purchased, in accordance with the established limitations, from the Routex network:

- Various types of fuel
- Lubricants and services offered by the gas stations in the network
- On Road Services such as toll, road taxes, parking etc.

### **CAPScard** use

The CAPScard remains the property of G&V and may not be turned over to third parties without prior permission of G&V. The CAPS Fuelcard retains validity for 60 months, terminating at the end of the month specific on the card under the heading MM/YY. The term for the CAPS Routex Card is 36 months. 3 months before the expiry date, the client will receive an automated notice for renewal and possible modifications of the cards. They are only substituted after confirmation by client. Every CAPScard is secured by a 4-digit passcode and client commits himself not to borrow it to other people and to keep the code absolutely secret. In case it emerges client has not done everything possible to keep the passcode secret, client will be solely responsible for all possible consequences, excluding all liability of G&V. E.g.: Keeping passcode alongside card, inserting it visibly on terminal, communicating codes, etc. The client indemnifies G&V of any possible complaint that could flow from abuse of the CAPScard in such cases. A new fuel card is only activated after reception of card and passcode is reported by client. The fuel card is free of charge, but in case of substitution due to loss, theft, or damage, G&V reserves itself the right to charge a fee of 10 €/card. For the CAPS Routex Card a monthly fee of 4 € is charged for making the card available (even if it was not used). Client is responsible for the use of the CAPScard and will take the necessary measures to prevent loss, theft, damage or abuse of the passcode. This also means client acknowledges that all transactions of the fuel cards attributed to him will be paid by him, even in case of loss or theft. Client must notify G&V immediately in case of loss or theft of the card. After receiving a written notification of loss or theft, or blocking the card through the on-line management system, client remains accountable for payment of transactions performed with the card, but only for 24 hours within Belgium and for 48 hours for actions outside of Belgium.

# **Blocking the CAPScard**

To each CAPScard a daily, a weekly, and a monthly limit are assigned. On exceeding one of these limits, refuelling is automatically interrupted. To each client a credit limit is assigned. Client can request to block a card for use through the on-line management system, on the CAPS website, or by email. G&V has the right to block any card, without any consequent right to redress for client, if the wrong passcode is inserted three times (automatic de-blocking after 24 hours), if the fuel-limit has been reached, if G&V suspects illegitimate use or fraud, if client hasn't used his card for over a year, if client does not honour the commitments following from the present agreement, including refused direct debit, late payment, a collective debt arrangement scheme, or defaulting on payments by client. G&V may reclaim or replace the CAPScard at all times with a substantiated request. Hereby, client commits himself to report recovered cards to G&V, and to only use them after activation by G&V.

## Invoice and collection

Transactions are invoiced periodically in accordance with arrangements with client. Standard payment term is 7 days after invoice date through direct debit. The invoice is drawn up on the basis of the transactions, and details of these transactions are specified per fuel card in an attachment to the invoice. Invoices are payable on expiry date through direct debit, and to this purpose client signs an authorisation for European Direct Debit (SEPA), which gives G&V permission to regularly collect the amounts of the invoices from the bank administering the authorisation. Client commits himself to attribute sufficient funds so the direct debit collections can take place. Sending invoice and attachment is usually done by email. If client desires to receive his invoices by regular mail, G&V reserves itself the right to charge an administrative cost of 2€ per invoice. In case a direct debit is refused, or client otherwise does not comply with the agreements, G&V has the right, without motivating it and immediately, to block the cards and/or to revoke them definitively, and to terminate collaboration with client.

# **Optional services**

If client makes use of the following optional services, he commits himself not to share with other people this data, including login and passwords, and to keep them strictly secret. G&V cannot be held responsible for illegitimate use of logins or passwords. Following applications are made available optionally to companies with a fleet of over 10 vehicles:

- CAPS Online (Petrolweb website): this website harbours following information and functions:
- o Request information on fuel cards
- o Apply for new fuel cards
- o Blocking and de-blocking fuel cards
- o Requesting details on transactions until the previous day
- o Retrieving invoicing documents and attachments
- o Requesting file of transaction details of the invoice.
- Alerting system: here each individual fuel card can be checked on a dozen points, such as:
- o Refuelling during the weekend
- o Refuelling outside of working hours
- o Refuelling in excess of fuel tank capacity
- o Refuelling a non-permitted product
- o Exceeding daily limit
- o Exceeding weekly limit
- o Exceeding monthly limit
- o Refuelling more than once the same day
- o Inserting incorrect mileage
- o Average consumption too high or too low.

Alerting consists of an Excel-file that is forwarded periodically. The intention is to draw client's attention to possible irregularities (setting under parameters) in the use of the fuel cards. G&V cannot be held responsible for the information provided, nor for the irregularities identified.

All listed prices are exclusive of VAT.

Company:	
VAT No:	
Contact person:	
Signature :	