

General terms and conditions

Article 1 General

These general terms and conditions are, with the explicit exclusion of the general terms and conditions of the Client and other general terms and conditions of TFC B.V., with its registered office and place of business in Breda at Etensebaan 33, (4813 AH Breda), with Chamber of Commerce number 08226174 (hereinafter referred to as TFC) or a third party, applicable to all (quotations for) deliveries and/or services of the TFC Card, as well as all related agreements and transactions and all acts related thereto, whether of a preparatory or executive nature. Deviating terms and conditions only apply insofar as they have been expressly accepted in writing by TFC and only apply to the relevant agreement(s). If any provision of these terms and conditions is invalid, the remainder of these terms and conditions shall remain in effect. In that case, the parties shall discuss the content of a new provision that approximates the content of the original provision as closely as possible. TFC reserves the right to change or supplement these terms and conditions, which the Client shall be informed of by TFC at least one month before the change takes effect.

Article 2 Object

Upon presentation of the credit card "TFC Card" and/or "TFC Charge Tag", hereinafter referred to as "the Card", the Client can purchase motor fuels and other products and services on credit from the TFC network within Europe. Under the conditions stated in the TFC Card basic agreement and/or appendix, the Card can also be accepted at stations of another network if the Card bears the appropriate identifier.

Article 3 Issuing the card

A Card can only be issued for motor vehicles used by the Client for professional purposes. At the request of the Client, he will receive a Card from TFC for each eligible motor vehicle. The Card and a Personal Identification Number (PIN code) shall be sent separately by post. TFC shall periodically inform the Client about the precautions to be taken in order to avoid any unlawful use of the Card and the means allowing its use. As soon as the motor vehicle is no longer part of his fleet, the Client must immediately return the Card to TFC. The Client is authorised - at his own responsibility and risk - to make the Card provided by TFC available to third parties who use a vehicle owned or rented by the Client. The Card shall remain the exclusive property of TFC.

Article 4 Use of the card

- a) Upon presentation of the Card, the affiliated sales points of TFC or others, which are equipped with an electronic card reader, shall provide the agreed products and services on credit for the use of the vehicle for which the Card was issued. The Client has the option to impose restrictions on the products and services allowed for each Card.
- b) The Card has a magnetic strip and a PIN code is also delivered for use at sales points equipped with a device with an electronic card reader.
- c) A ticket with the details of the transaction can be supplied by the device with the electronic card reader on request.
- d) The Client shall ensure that the secret PIN code is known only to the user of the Card. He will take all reasonable precautions to ensure the security of the Card and the code, and shall only use the Card in accordance with the basic agreement, its appendices and these terms and conditions.
- e) TFC cannot be held liable for any technical malfunctions of the device with the electronic card reader.

Article 5 Validity period

A validity period is determined for each Card. TFC shall ensure that the free replacement of the Card is realised on time.

Article 6 Credit, invoicing & payment

- a) TFC shall invoice the Client for the transactions conducted using the Card at the agreed periodic times. These invoices shall contain at least the following:
 - the date of the transaction and any value date;
 - the identification of the transactions, including, where appropriate, information about the beneficiary at whom or with whom the transaction was carried out;
 - the amount and, if applicable, the commissions or costs charged.
- b) All payments by the Client must be made directly to TFC within the agreed payment term.
- c) If an amount is not paid on the due date, all other amounts owed to TFC by the Client, whether lapsed or not, shall become immediately due without any notice of default being required. TFC always has the right to deduct all amounts it can claim from the Client, whether due or not, from the Client's counterclaims, whether due or not.
- d) If a payment is not made on time, the Client shall be in default without notice of default and shall owe the statutory interest rate - increased by 2% points - until the date of full payment. In the event of late payment, TFC is entitled to cut the Client off from the products and services without notice or communication until all invoices have been paid.

- e) All costs, both judicial and extrajudicial, of collecting the amount owed by the Client shall be borne by the Client. The collection costs owed to TFC are calculated in accordance with the collection rate of the Dutch Bar Association, as determined from time to time, and shall amount to a minimum of 125 euros.
- f) That which the Client owes to TFC under the Agreement becomes immediately due and payable in full in the event of (an application for) suspension of payment or bankruptcy of the Client, the Client being placed under guardianship or administration, the decision of the Client to fully or partially suspend or transfer of the company, dissolution of the company of the Client and late payment by the Client occurring more than twice.
- g) TFC shall determine a maximum credit limit for the Client, being the maximum allowed amount for unpaid transactions, whether invoiced or not. The credit limit can be unilaterally revised by TFC at any time.
- h) The Client undertakes to provide security at TFC's first request for the payment of his debts to TFC that are deemed necessary and reasonable by TFC.
- i) In order to be processed, disputes concerning transactions carried out using the Card must be reported in writing to TFC B.V., Etensebaan 33, (4813 AH Breda), within 3 months.
- j) TFC keeps an internal record of the transactions carried out with the Client's Card for a period of 5 years.

Article 7 Card cancellation, blocking or withdrawal

Depending on the situation, TFC may temporarily disable, block or withdraw all or some of the Cards provided, with or without prior written notice, if:

- the Client fails to fulfil or continue to fulfil its payment obligations towards TFC, and/or there are indications of insufficient creditworthiness in TFC's opinion;
- it is determined that the "TFC Card" system has been misused by or on behalf of the Client;
- there is a suspicion of fraud, without this giving rise to any obligation on the part of TFC.

In the three cases mentioned above, TFC may immediately terminate the basic agreement by operation of law, with or without a reminder, and may charge compensation if necessary. If a Card is withdrawn, the Client must return it to TFC at the first request. If a Card is blocked or temporarily cancelled, no transactions can be carried out using this Card for the entire duration of this block or cancellation.

Article 8 PIN codes of the cards

- a) A 4-digit PIN code shall be assigned to each Card.
- b) The PIN codes must be treated as confidential information and must always be kept separate from the card.
- c) If a PIN code is disclosed to an unauthorised person, the Cardholder must immediately inform TFC in accordance with the provisions of Article 9 below.
- d) The PIN code may only be used at the terminals of the Network of branches of TFC.

Article 9 Lost or stolen cards

- a) If a Card is lost or stolen, the Cardholder must immediately notify TFC by sending a fax to the address that TFC can provide in due time. TFC can be reached at: telephone number +31 (0)74 2783966, fax number +31 (0)74 2783967 and email address info@tfc-power.com.
- b) The Cardholder shall remain liable for all transactions made with the lost or stolen Card for a period expiring at the end of the second business day after the date of receipt of the notification (as referred to in Article 9a). However, the Cardholder shall not be released from liability if it can be proven that, in all probability:
 - the Cardholder has given the relevant Card to an unauthorised person, or;
 - the loss of the Card was due to the gross negligence of the Cardholder, or;
 - the Cardholder has not complied with the request of TFC or its representative to destroy the Card or return it to TFC, or;
 - the Cardholder has breached the terms of this contract
- c) The Cardholder must work with TFC and the police to help locate the Cards. If TFC suspects the loss or theft of a Card, it can provide the police with relevant information and TFC can take appropriate measures.
- d) If the Cardholder finds the lost or stolen Card, it must be returned to TFC immediately.

Article 10 Termination, changes

TFC reserves the right to unilaterally change the system or its conditions for technological or other reasons, and to cancel, postpone or suspend the use of the Card, including when changes or improvements are made to the system or the terms of use. TFC has the right to terminate a contract with the Client in whole or in part by unilateral termination, either immediately or on a date to be specified, if:

- the Client substantially violates any contract existing between him and TFC, or performs or neglects to perform any legal or factual act that may result in TFC or the interests of TFC being harmed;
- the Client is declared bankrupt, applies for a suspension of payment, offers its creditors an agreement, or is placed under guardianship. TFC has the right to transfer this basic agreement to any affiliated company without the consent of the Client being required.

Article 11 Dissolution, compensation, suspension

What the Client owes to TFC under the Agreement becomes immediately due and payable in full - since the Client is in default by operation of law - in the event of suspension of payment or (an application for) bankruptcy of the Client, if a Client proceeds to assign their estate, in the event of the Client being placed under guardianship or under administration, if the Client decides to suspend or transfer the company in whole or in part, in the event of the dissolution of the Client's company, or in the event of the seizure of all or part of the assets of a Client and the failure to pay an invoice amount or part thereof within the specified period. Without prejudice to its right to compensation and its accrued rights, TFC is entitled - without notice of default or judicial intervention - to dissolve the Agreement in whole or in part by means of a written notification to that effect to the Client, or any notification by the Client to TFC, and/or to immediately claim any amount owed by the Client to TFC in its entirety, and/or to obtain user security for the (timely) fulfilment of his payment obligations before continuing to perform.

Article 12 Applicable law and allocation of jurisdiction

The present basic agreement is governed by the law of the Netherlands. Any disputes arising from this agreement shall be exclusively referred to the competent court of Rotterdam. The Uniform Law on the International Sale of Movable Tangible Property (LUVI) and the Vienna Sales Convention do not apply to this basic agreement.

Article 13 Protection of personal data

In performance of the provisions of the General Data Protection Regulation, the privacy policy applies to the personal data of the Client that TFC processes to fulfil an agreement concluded between the Client and TFC.

The following personal data may be processed for the fulfilment of the agreement:

first name and surname
address and place of residence
email address and telephone number
bank account number

TFC shall process and store the personal data for the duration of the agreement, and for a maximum of one year after the termination of this agreement. The Client can submit a request (info@tfc-power.com) to view, receive, change or delete his personal data. TFC shall ensure that personal data of the Client held by TFC is not communicated to third parties, and that third parties do not have access to it, except in the case of prior communication with and permission from the Client.

Business Article 14 Execution of the agreement

TFC cannot guarantee that the services will function at all times without limitations or malfunctions; this is partly due to the performance of necessary maintenance, and on the dependence on the services of its suppliers, the Internet and technologies that are under development. TFC strives to remedy malfunctions and limitations as soon as possible, and to minimise any hindrance to the Client as much as possible. Such malfunctions and/or limitations shall not result in liability of TFC. TFC reserves the right to make procedural and technical changes and/or improvements to the Connection and/or the Access Code if required for the functioning of the Connection. TFC will inform the Client about such changes as soon as possible if they adversely affect the accessibility of the Internet and/or networks connected to it for the Client. TFC is authorised to outsource the execution of the agreement in whole or in part to a third party. The Client shall complete and sign the necessary forms.

The Client guarantees the correctness of the data entered towards TFC and indemnifies TFC against any claim by a third party in this regard. The following provisions of this article only apply if the Client participates in the e-Business program.

- a) The Client is responsible for the necessary electricity, connections, hardware, software, peripheral equipment and other facilities.
- b) The Client undertakes vis-à-vis TFC to comply with the regulations of the relevant authorities concerning the registration and use of Internet network numbers and domain names, and indemnifies TFC against any claim from third parties in this regard.
- c) The Client undertakes vis-à-vis TFC to comply with the regulations of the relevant authorities concerning the registration and use of Internet network numbers and domain names, and indemnifies TFC against any claim from third parties in this regard.

E-Business Article 15 Credit, invoicing and payment

The Client hereby agrees to accept electronic invoicing by the company as well as to the principle of electronic archiving of these invoices. The Client agrees that the electronic signature can be used, in accordance with national legislation, to ensure the integrity of TFC Card invoices. The Client is informed by email that a new electronic invoice is available. This email communication is for information purposes only and the payment conditions continue to apply in full. In case of manual adjustments, the Client shall accept paper invoices.

E-Business Article 16 Intellectual property

All intellectual property rights to the website, the Software and other materials such as analyses, designs, documentation, reports, quotations and associated preparatory material are vested exclusively in TFC or its licensors, unless expressly agreed otherwise in writing.

E-Business Article 17 Confidentiality and security

TFC shall endeavour to take any measures necessary to ensure that confidentiality is observed with regard to data of the Client that the Client clearly wishes to keep confidential. TFC shall make every effort to secure the connection or access to the stored data. TFC does not provide any guarantees for the security measures taken. TFC excludes any liability for damage that may arise with regard to data security despite the precautions it has taken.

E-Business Article 18 Processing and storage of data

The processing and storage of data by TFC is done with due observance of the applicable legislation and in accordance with the privacy regulations of TFC.