

General terms and conditions

Article 1 Definitions

- a) TFC: the private limited company TFC B.V., established in Breda and having its registered office at Ettensebaan 33, (4813 AH Breda), with Chamber of Commerce number 08226174.
- b) Customer: the legal entity or natural person acting in the exercise of their profession or business, to whom TFC has made an offer to enter into an Agreement, or with whom TFC enters into an Agreement, or with whom TFC has any legal relationship, or for whom TFC performs any legal act.
- c) Agreement: any Agreement concluded between a Customer and TFC, any amendment or supplement thereto, as well as all legal acts in preparation for and execution of that Agreement.
- d) Quotation: any offer made by TFC to the Customer.
- e) Cardholder: the person using the Card.
- f) Card: the credit card "TFC-card" and/or "TFC Charge tag".

Article 2 General Provisions

These general terms and conditions apply exclusively, to the explicit exclusion of the Customer's general terms and conditions as well as any general terms and conditions of third parties, to all (Quotations for) deliveries and/or services of TFC, as well as all related Agreements, transactions, and associated acts, both preparatory and executive. The applicability of any general (purchase) terms and conditions of the Customer is explicitly rejected unless TFC and the Customer have agreed otherwise in writing.

Deviating conditions apply only to the extent they have been expressly accepted in writing by TFC and apply only to the relevant Agreement(s). If these general terms and conditions conflict with (general) conditions of the Customer or a third party declared applicable to an Agreement by TFC and/or the Customer, these general terms and conditions shall prevail.

If any provision of these general terms and conditions is invalid or void, the remaining provisions shall remain in force. In such a case, the parties shall consult to draft a new provision that closely approximates the original provision. TFC reserves the right to amend or supplement these terms and conditions. Changes will be communicated to the Customer in writing in a timely manner.

Article 3 Quotation and Formation of Agreement

- a) All Quotations are without obligation and can be withdrawn by TFC at any time, even if the Quotation or offer includes a term for acceptance.
- b) Unless explicitly agreed otherwise, Quotations and offers from TFC are valid for 30 (thirty) days.
- c) The Quotation contains a complete and accurate description of the products and/or services offered by TFC. The description is sufficiently detailed to enable a proper assessment of the offer by the Customer. Apparent mistakes or errors in the offer do not bind TFC.
- d) The Customer guarantees the accuracy and completeness of the data provided by or on behalf of them to TFC on which TFC bases its Quotation.
- e) If the acceptance deviates (on minor points) from the offer included in the Quotation, TFC is not bound by it. The Agreement is not concluded in accordance with this deviating acceptance unless TFC indicates otherwise.
- f) Prices stated in the Quotation are exclusive of VAT and other government-imposed levies, as well as any costs incurred in the context of the Agreement.
- g) Offers and Quotations do not automatically apply to future offers and Quotations.
- h) TFC reserves the right to refuse orders and/or assignments without providing reasons.
- i) The Agreement is concluded once the signed Agreement has been returned by the Customer. If an order is given verbally or the Agreement has not yet been signed and returned, the Agreement is also concluded under these general terms and conditions once TFC has started executing its deliveries and/or services.
- j) Any additional agreements or amendments made later, as well as agreements made and/or promises given by TFC employees, bind TFC only if confirmed in writing by TFC.
- k) Each Agreement is entered into under the suspensive condition that the Customer - solely at TFC's discretion - proves to be sufficiently creditworthy for financial compliance with the Agreement.
- l) If the Customer acts on behalf of two or more natural or legal persons, these persons are each jointly and severally liable for fulfilling the obligations arising from the Agreement.

Article 4 Duration, Termination, and Amendment of the Agreement

Each Agreement is concluded for a fixed period unless the nature or scope of the assignment or Agreement implies that it is for an indefinite period. An Agreement is automatically renewed for a period of one (1) year at the end of the term. Termination of the Agreement must be in writing (via email/registered letter) with a notice period of 30 (thirty) days. TFC reserves the right to unilaterally modify the system or its conditions for technological or other reasons and to terminate, postpone, or suspend the use of the account or Card, for example, when modifications or improvements are made to the system or usage conditions. TFC has the right to terminate the Agreement with the Customer immediately or at a specified date by unilateral termination if:

- The Customer fails to fulfil any obligation despite notice of default;
- The Customer has used the products or services provided by TFC in violation of applicable usage rights or has infringed any intellectual property rights related to the provided services or products;
- The Customer is declared bankrupt, applies for suspension of payments, proposes a settlement to creditors, or is placed under guardianship.

In the event of termination of the Agreement, all payments due by the Customer to TFC become immediately payable. TFC is never obliged to compensate the Customer for damages or payment due to termination, without prejudice to TFC's right to full compensation from the Customer for violations of obligations as stated above. TFC has the right to transfer this Agreement to any affiliated company without requiring the Customer's consent. The Customer is not entitled to transfer its rights and obligations under the Agreement to third parties without prior written consent from TFC.

Article 5 Prices, Credit, Invoicing, and Payment/strong>

- a) All prices are, unless otherwise stated, exclusive of VAT, any costs, duties, and any other government-imposed charges.
- b) Where possible, TFC will inform the Customer in advance of price changes.
- c) TFC will invoice the Customer at agreed periodic intervals for transactions made using the Card. These invoices will include at least:
 - The transaction date and any applicable value date;
 - Identification of transactions, including details of the recipient where applicable;
 - The amount and, where applicable, commission or charges applied.
- d) All payments must be made directly, in the invoiced currency, and within the agreed payment term to TFC.
- e) All payment terms set by TFC are strict deadlines. The Customer is in default without further notice if payment is not made on time.
- f) If an amount is not paid on its due date, all other amounts owed by the Customer to TFC, whether or not due, shall become immediately payable. TFC has the right to offset its claims against any claims the Customer may have.
- g) If payment is not made on time, the Customer shall automatically be in default and shall owe statutory interest increased by 2% until full payment is received. TFC is entitled to suspend the Customer's access to products and services until all invoices are paid in full.
- h) All collection costs, both judicial and extrajudicial, shall be borne by the Customer. Collection fees are determined according to legal BIK scales.
- i) TFC will establish a maximum credit limit for the Customer, being the maximum amount of unpaid transactions, whether invoiced or not. TFC may revise this limit at any time.
- j) Payments made by the Customer will always be allocated first to outstanding interest and costs and then to the oldest due invoices, regardless of any payment reference by the Customer.
- k) The Customer is not entitled to suspend or offset its payment obligations against any claims it may have against TFC.
- l) The Customer must provide TFC with security for payment obligations if requested by TFC.
- m) Complaints regarding invoices must be submitted in writing within ten (10) calendar days from the invoice date. Failure to do so will result in the invoice being deemed correct. Complaints do not suspend the Customer's payment obligations.
- n) TFC will maintain an internal record of the transactions made with the Customer's Card for five years.

Article 6 Execution of the Agreement

By entering into the Agreement, TFC undertakes a best-efforts obligation. No specific results are guaranteed. Delivery times and response times provided by TFC are estimates and not strict deadlines.

Article 7 Credit, invoicing & payment

The Customer agrees to electronic invoicing and the principle of electronic archiving of these invoices. The Customer acknowledges that electronic signatures may be used under national law to ensure the integrity of TFC Card invoices. The Customer will be notified by email when a new electronic invoice is available. This email is for informational purposes only and does not affect the payment terms. Manual adjustments will require the Customer to accept paper invoices.

Article 8 Termination, Damages, and Suspension All amounts owed by the Customer under the Agreement become immediately payable in full if the Customer:

- Is declared bankrupt, requests suspension of payments, or makes an arrangement with creditors;
- Transfers its assets, is placed under guardianship, or ceases or transfers its business;
- Has its assets seized in whole or in part;
- Fails to pay any invoice by its due date.

TFC is entitled to terminate the Agreement in whole or in part without notice or judicial intervention through written notification. Additionally, TFC may demand security before continuing its services.

Article 9 Liability

- a) TFC excludes all liability for damages, including additional or replacement damages, direct or indirect damages, consequential damages (including business interruption and reputational harm), third-party claims, or lost profits.
- b) TFC is not liable for errors or omissions by its suppliers.
- c) Liability for attributable failures is limited to direct damages and the amount covered by its insurance. TFC's total liability shall not exceed two (2) months' worth of fees under the relevant Agreement, with a maximum of €1,500.
- d) Notwithstanding the above, TFC is only liable for damages if the Customer submits a written claim detailing the damage within ten (10) days of its occurrence.
- e) This limitation does not affect liability resulting from intent or gross negligence by TFC.

Article 10 Force Majeure

- a) If TFC is unable to fulfil its obligations due to circumstances beyond its control, it may suspend or terminate the Agreement without liability.
- b) Force majeure includes, but is not limited to: failure by suppliers or subcontractors, company disruptions at TFC or suppliers, fire, natural or nuclear disasters, epidemics or pandemics, threats of war, changes in laws or regulations, illness or incapacity for work, strikes or work interruptions, and import or trade restrictions.

Article 11 Data Protection

The privacy policy, in compliance with the provisions of the General Data Protection Regulation (GDPR), applies to the personal data that TFC processes from the Customer in relation to an Agreement concluded between the Customer and TFC.

The following personal data may be processed in the execution of the Agreement:

- First and last name
- Address and place of residence
- Email address and telephone number
- Bank account number

TFC processes and retains personal data for the duration of the Agreement and for a maximum of one year after the Agreement ends. The Customer may submit a request (info@tfc-power.com) to access, receive, modify, or delete their personal data. TFC ensures that the Customer's personal data held by TFC will not be shared with third parties nor will third parties have access to such data unless prior communication and consent have been obtained from the Customer.

Article 12 Intellectual Property

All intellectual property rights relating to the website, the Card, software, and other materials such as analyses, designs, documentation, reports, Quotations, and preparatory materials remain exclusively owned by TFC or its licensors unless explicitly agreed otherwise in writing. Nothing in these general terms and conditions and/or the Agreement implies a transfer of intellectual property rights.

Article 13 Confidentiality and Security TFC shall take reasonable measures to ensure confidentiality regarding the Customer's data, where it is clear that the Customer expects confidentiality in relation to such data. TFC will also endeavour to secure access to stored data. However, TFC does not guarantee the security of the implemented measures and excludes any liability for damage that may arise in relation to data security, despite the precautions taken.

Article 14 Data Processing and Retention

The processing and retention of data by TFC shall be carried out in compliance with applicable legislation and in accordance with TFC's privacy policy.

Article 15 Purpose

Upon presentation of the credit card "TFC Card", 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 16 Issuance of the Card

A Card may only be issued for motor vehicles used by the Customer for professional purposes. Upon request, the Customer will receive a Card from TFC for each eligible motor vehicle. The Card and a Personal Identification Number (PIN code) will be sent separately by post.

TFC will periodically inform the Customer about precautionary measures to prevent any unauthorised use of the Card and related means of access. Once a motor vehicle is no longer part of the Customer's fleet, the Customer must immediately return the Card to TFC. The Customer is authorised to make the Card available to third parties who use a vehicle owned or leased by the Customer at their own responsibility and risk. The Card remains the exclusive property of TFC.

Article 17 Use of the Card

- a) Upon presentation of the Card, affiliated sales points, TFC, or other entities equipped with an electronic card reader will provide the agreed products and services on credit for use with the vehicle for which the Card was issued. The Customer may impose restrictions on each Card regarding permitted products and services.
- b) The Card is equipped with a magnetic strip, and a PIN code is issued for use at sales points equipped with an electronic card reader.
- c) A receipt containing transaction details can be provided upon request via the electronic card reader.
- d) The Customer shall ensure that the confidential PIN code is known only to the Cardholder. The Customer must take all reasonable precautions to secure the Card and the PIN code and use the Card strictly in accordance with the Agreement, its annexes, and these general terms and conditions.
- e) TFC shall not be liable for any technical malfunctions of the electronic card reader.

Article 18 Validity Period

Each Card is issued with a defined validity period. TFC shall ensure timely replacement of the Card.

Article 19 Deactivation, Blocking, or Withdrawal of the Card

TFC may, at its discretion and with or without prior written notification, temporarily deactivate, block, or withdraw all or some of the issued Cards at any time if:

- The Customer fails to meet or continues to fail to meet their payment obligations to TFC, or if TFC determines that there are indications of insufficient creditworthiness.
- Misuse of the "TFC Card" system is detected by or on behalf of the Customer.
- There is suspicion of fraud, without this imposing any obligation on TFC.

In the aforementioned cases, TFC shall have the right to immediately terminate the Agreement, with or without prior notice, and may claim damages. If a Card is withdrawn, the Customer must return it to TFC upon first request. If a Card is blocked or temporarily deactivated, no transactions can be carried out with that Card for the duration of the deactivation.

Article 20 PIN Codes for Cards

- a) Each Card is assigned a four-digit PIN code.
- b) 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 or Customer must immediately inform TFC in accordance with Article 21.
- d) The PIN code may only be used at terminals within the TFC network.

Article 21 Lost or Stolen Cards

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.

- a) In the event of loss, theft, or misuse/fraud involving a Card, the Customer/Cardholder must immediately (including at night) block the Card via the customer portal under the "Manage Card" section and notify TFC by email. TFC can be contacted via phone at +31 (0)74 2783966 and email at info@tfc-power.com. A new Card can be requested upon blocking, but TFC reserves the right to refuse issuance of a new Card.
- b) In the event of theft, fraud, or suspected fraud involving a Card, the Customer/Cardholder must also immediately report it to the police. The Customer must send a copy of the police report by registered mail to TFC and keep TFC informed about the progress of the investigation.
- c) The Customer remains liable for all transactions made with the lost, stolen, or misused/fraudulent Card until the end of the second working day following the day of blocking and receipt of the notification (as specified in Article 21a). However, the Customer shall not be released from liability if it is proven that:
 - The Cardholder provided the Card to an unauthorised person.
 - The loss of the Card was due to gross negligence by the Cardholder.
 - The Cardholder did not comply with TFC's or its representative's request to destroy or return the Card.
 - The Cardholder violated the terms of the Agreement and/or these general terms and conditions

Article 22 Governing Law and Jurisdiction

Each Agreement is governed by Dutch law. Unless mandatory law provides otherwise, any disputes arising from the Agreement shall be submitted to the court in Rotterdam. The Vienna Sales Convention does not apply to the Agreement and these general terms and conditions.