



RUBiS ENERGY KENYA PLC RUBiS CARD

GENERAL TERMS AND CONDITIONS

Definitions

Agreement: These terms and conditions regarding the use of RUBiS Card in the purchase of fuel products as agreed between the Company and the Cardholder and as may be amended from time to time.

Authorized Cardholder: Person or persons the Account Holder has authorized to sign or use the Card(s) and whose name is imprinted on the card hereinafter referred to as the Customer.

Account holder: Means the person in whose name the account is maintained.

Account: Account of the main Cardholder opened with the company which is credited/debited for the amounts of the transactions, fees and commissions arising from the use of the card.

"Agreed Price": Means the price paid by the Account Holder which changes on a weekly basis or any other basis RUBiS sets as a result of market conditions.

Balance available on the account: Funds available (own funds deposited and the funds of the approved credit limit) less the funds reserved for authorized and not charged transaction.

Credit Limit: Means the maximum amount expressed in money terms which the Company may from time to time specify to an Account Holder as being the limit of purchases of Products on credit that may from time to time be made with any Card.

Daily limit: The number of transactions or the maximum amount per refill which can be used daily in fueling

Point of Sale (POS): Designated Service Station at which the use of RUBiS Card is authorized and acceptable.

Point of Sale Terminal: An electronic device that provides and facilitates fueling installed at the points of sale of fuels and services and makes respective charges thereof with RUBiS Card.

P.I.N (Personal Identification Number): Secret personal identification number selected by the Company/ Customer which allows the Customer to use the card at the POS.

"Products" means stocks of Diesel, Petrol, Lubricants, LPG

RUBiS Card: Card issued by the Company to the Cardholder for the purpose of purchasing fuel products from the POS.

1. Rubis card issuance process and credit limit approval.

1.1. The Cardholder shall apply for a RUBiS Card by filling an application form for approval by the Company before issuance of the card. The Cardholder guarantees the correctness of the data provided in the application form.

1.2. The Company will at its discretion approve the submitted application and issue the Cardholder with the card and the credit limit to the main Cardholder(s). The amount of the credit limit is determined according to the internal policies of the Company. The Company has no obligation to explain its decision. As collateral for total settlement of the credit limit on time the cardholder has to submit collateral instruments determined according to the internal policies of the Company.

1.3. On the date of the Commencement of this Agreement (if not already paid prior to such date) to deposit with the Company and maintain at all times throughout the period of the Agreement an amount in the form of Hard Cash or Bank Guarantee equivalent to Two (2) months credit limit as security for performance by the Main Cardholder of the obligations under this Agreement.

1.4. The card is owned by the Company and may not be transferred/assigned to Third parties. The validity term of the card is indicated on the card. The Cardholder may use it only within the period indicated thereon.

1.5. Upon receipt of the card the Cardholder has to sign the Company's receipt book with an identical signature with the one signed on the application. All risks of loss will pass to and be borne by the Account Holder from the date of receipt of the Card.

1.6. The card and the PIN codes shall be collected by the main Cardholder in person or they can be collected by a person authorized and identified by the main Cardholder.

1.7. The Company shall issue an additional card upon the request and authorization of the main Cardholder.

1.8. The account of the main Cardholder shall be debited for all expenses arising from the use of RUBiS Card.

1.9. The main Cardholder may recall the authorization and terminate the use of the Card notifying the Company thereof in writing and returning the Card to the Company. If the main Cardholder cannot have the Card in possession the procedure for cancellation of the right for use of the additional card shall be carried out on the basis of a written notification upon which the Company shall block the card and prevent its further use.

3.0 Card usage

3.1 The card shall not be transferred to other persons and it shall be used only to obtain products from the POS and by the Cardholder whose name is imprinted thereon or its authorized user.

3.2 For payment of fuels the Cardholder shall receive a receipt for performed transaction (slip) at the Point of Sale. The Cardholder shall keep one part of the slip for his/her records.

3.3 The Cardholder is obliged to keep all the documents related to RUBiS Card transactions for at least Seven (7) years. At first demand by the Company the Cardholder is obliged to submit them to the Company.

3.4 The Cardholder PIN shall be entered at the time of each transaction and shall serve as a signature testifying to the Cardholders' acceptance of the transaction.

The Customer should always keep the PIN's secure. It is the Customers responsibility to keep PIN's safe and secure. The PIN shall be used only by the Customer and shall not be disclosed by the Customer to any other person and if the PIN has (or may have) been compromised in any way, the Customer must immediately notify the Company.

3.5 It is expressly provided that the purchase of fuel shall be exclusively limited to the immediate filling of the authorized vehicles' tanks. Any removal by other means is excluded.

3.6 The Cardholder on prepaid option shall load credit on his or her card at designated Service Stations, Head Office Card Centre or through Mobile Money. The PIN code entered by the Cardholder shall signify for all purposes and intent the acceptance of the transaction by the account holder



RUBiS ENERGY KENYA PLC RUBiS CARD

GENERAL TERMS AND CONDITIONS

The Company reserves the right to refuse any single Card transaction from time to time for any reason connected with Card security and the Account Holder hereby acknowledges and accepts that the Company shall not be liable in any way for such refusal.

The Account Holder shall ensure that no Card remains in the possession of any person who has ceased to be an Authorised User.

4.0 Charges and Billing

4.1 The Company shall at its discretion charge a fee to the Customer for the issue of the Card, for replacement Cards, additional Cards and on annual (or other) renewal of a Card. Other fees may also apply such as a monthly fee or non-usage fee. Card charges vary per account and are payable in advance at the prevailing rates which may increase on periodic review. Details of charges will be provided to the Customer from time to time by the Company's marketing department. Card charges are non-refundable.

4.2 The fuels shall be billed at intervals specified overleaf on the basis of the prices charged at the point of sale on the date of the transaction, and in accordance with the terms agreed upon between the Company and the Cardholder.

4.3 A PIN shall be attributed to each card and permits the use of the card(s) exclusively by the bearer cognizant of the PIN attributed to him/her.

4.4 Any complaint or dispute concerning the RUBiS Card transactions must be expressed in writing within Thirty (30) days from the date of issue of the bill and be accompanied by substantiating documents. No claims shall be entertained or accepted after the lapse of Thirty (30) days.

5.0 Payments

The bills shall be paid according to the terms of payment and on the due dates mentioned overleaf.

5.1 There shall be two modes of payment

5.1.1 Prepaid on fueling at the Station, or on deposit of cash at the Company's Card Centre situated at the Head Office. The PIN entered by the bearer at the time of fueling shall serve as a signature testifying to acceptance of the transaction by the Cardholder.

5.1.2 Credit payment at the Card Centre situated at company's registered offices. The amount of the transaction requested by the Cardholder shall be billed subject to Clause 4 and in accordance with the credit terms and conditions agreed between the Company and the Cardholder.

5.2 Late Payment

The Company shall have the right to charge interest on overdue invoices and/or settlement reports at the rate of 4% per year above the prevailing Central Bank of Kenya (CBK) rates, calculated from the date when payment of the invoice becomes due up to and including the date of actual payment to be calculated on an annual basis.

5.3 In case of partial payment or non-payment the company shall have the right without prior notice to claim immediate payment of all the amounts even those not yet due that may be payable to it and to subject the performance of a new supply to such payment. In default of payment or partial payment of one or more bills the company shall automatically suspend all fuel supplies and the Agreement shall terminate forthwith.

The Company may apply the security deposit/ recall the guarantee towards the Customer's obligations and may thereafter allocate any subsequent payment by the Customer to restore the security deposit in full or may require the Customer to replace the guarantee immediately.

6.0 Term of the Contract

6.1 This contract is entered into for a specific term of Two (2) years commencing on Day of 20..... and shall, unless expressly stated by the parties hereto, be tacitly renewed where neither party cancels it. It shall become effective as of the date of delivery of the cards to the Cardholder. Each party shall have the right to cancel this contract at any time, subject to notifying the other party by written notice at least seven (7) days before the effective date of the cancellation. However, such cancellation shall be without prejudice to the rights and privileges of the parties that accrued before the cancellation of the Card.

The Company may deem the contract terminated with immediate effect and without notice if the Customer is in breach of any terms of this Agreement. Since the Card(s) shall remain the property of the Company, the termination of this contract for any reason whatsoever shall automatically require that the Cardholder return them to the company and bar him from using them. And all amounts due for the Company shall be payable immediately upon termination.

The deposit shall be refunded without interest to the Customer after the expiry or sooner termination of this Agreement provided always that the amount refundable by the Company shall be less such amounts as shall be due to the Company in respect of any non-performance by the Customer of the terms of this Agreement. Any credits or refunds due to the Customer will be applied first in settlement of any interest owed to the Company by the Customer and secondly in reduction of the Customer's other indebtedness to the Company. The Customer is not entitled to exercise any right of set off or counterclaim against outstanding amounts due to the Company. If, upon expiry of the contract, the Cardholder continues or tries to make use of the cards, he shall be subject to criminal proceedings and to the payment of all ensuing costs and damages.

7.0 Notice

6.1.1 Any Notice required to be served upon the Cardholder or a Guarantor (if any) shall be sufficiently served in the case of the Cardholder if left at the Premises or in the case of either of them if sent by registered post addressed to or delivered to his last known address in the Republic of Kenya or in the case of a limited liability company to its registered office.

6.1.2 The Cardholder shall serve any Notice on the Company by delivering it or causing it to be delivered to the Company's registered office.

6.2 In any case where the Cardholder or a Guarantor (if any) consists of two or more persons all the above obligations on the part of Cardholder or the Guarantor (as the case may be) shall be read and construed as joint and several obligations.

7.1 Liability

All the cards shall be entrusted to the Cardholder personally. Consequently, his personal liability shall be involved even if the cards are used by third parties. The Cardholder shall also be liable vis-à-vis the company for the payment of any transactions made by means of his cards, even in the event of uses that do not conform to this contract. The Cardholder shall have the obligation to inform the Company in writing of any change of particulars (address, telephone numbers, fax) the Limits of the number of daily transactions authorized, the daily and monthly amount of the transactions, taking into account the payment deadline agreed to, as contained in the RUBiS Card Agreement.

The Company accepts no liability and gives no warranty, express or implied (to the extent permissible by law), whether arising by common law or statute in relation to:

- Any transaction entered into by a Customer;
- Any products supplied to the Customer including the satisfactory quality or fitness for purpose of the products; or
- Or any failure and/or refusal and/or delay on the part of any POS to accept a Card or to supply Products, or the way in which that failure, refusal and/or delay is communicated.

The Company shall not have any liability to the Customer in respect of any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known, direct, indirect or consequential or otherwise), loss of profits, loss of anticipated savings, loss of business, loss of goodwill, loss of use or downtime, loss of or corruption to data or other information.



RUBiS ENERGY KENYA PLC RUBiS CARD

GENERAL TERMS AND CONDITIONS

The Company shall not be liable to the Account Holder in respect of any inaccurate information about purchases made by use of a Card when such inaccuracy is caused by incorrect or incomplete information provided by the Account Holder, any Authorised User.

The Customer undertakes to indemnify the Company from and against any and all losses, claims, costs, demands or expenses which the Company may incur as a result of a Card being used by an unauthorized third party or by reason of any negligence, fraudulent, dishonest or criminal conduct relating to the use of the Card by the Customer, the Customer's employees, agents, representatives and / or sub-contractors.

8.0 Loss or theft of the card

8.1 The Cardholder shall bear all the legal responsibility in case of unauthorized card usage.

8.2 The cardholder shall be obliged to adhere to the safety measures during the usage (the card should be signed or the PIN code should be kept in secret separately from the card).

8.3 The cardholder shall be obliged to immediately report lost or stolen card to the company at the given report line during the business hours of the Company or by fax or electronic subject to a written confirmation by the Cardholder within the next Forty Eight (48) business hours. However, the Cardholder shall remain liable during the 48 business hours following the notice for any transaction made by means of the lost or stolen card(s).

8.4 If lost/stolen Card is found the Cardholder shall not use it without making a request to that effect in writing and securing the approval of the company.

9.0 Cancellation of the cards

Should the Cardholder breach its contract obligation, the company may put an immediate stop to the use of the card(s) held by the Cardholder.

A Cardholder may ask in writing for the cancellation of one or more cards, which he must then surrender to the company. The Cardholder will remain liable for charges (including fees) made up to the date of termination.

The Company may cancel and/or refuse to renew one or more cards held by the Cardholder. Such a decision, which must be notified to the Cardholder shall take into account (without limitation) any significant modification of the Cardholder financial position, the absence or inadequacy of the security deposit and/or the bank guarantee, unpaid instalments, abnormal removals, supplies in excess of the maximum amounts authorized, etc.

10 Revision of the General Terms and Conditions

The company may modify or supplement the terms of this contract in writing at any time. Any use of the Card for products and Services or any written acceptance by the Cardholder after receiving said written document should mean that the Cardholder accepts the new clauses of the contract.

11 Force majeure

If either party is prevented from performing any obligations under this Agreement by reason or events or circumstances beyond its control, including but not limited to Acts of God, Civil Commotion, Riots, Breakdown of communication, Fire, Explosion, Storm, Flood, Earthquake Pestilence or Epidemics, strike, lockout or labor dispute, acts or restraints or government imposition, other laws, regulations or orders, including but without limiting the generality of the foregoing laws regulations or embargoes on imports or exports. This Agreement shall be suspended until the cause shall have ceased or the Agreement is determined by notice as hereinbefore provided.

12. Privity and applicable law

The card may not be used by the Cardholder in contravention of any Rule of Law in force, or to aid and abet the commission of any such contravention. The card may only be used within the Republic of Kenya

This Agreement and all matters arising out of the issue or use of the card are subject to the Laws of the Republic of Kenya.

If any dispute or difference shall arise between the parties concerning this Agreement, the parties shall resolve it by way of negotiation without prejudice to any other remedies that a party may have under law. If the dispute is not resolved within thirty (30) days it will be referred to a court of competent jurisdiction.

RUBiS ENERGY KENYA PLC RUBiS CARD

GENERAL TERMS AND CONDITIONS

I/We(Applicant's) hereby apply for and request that card(s) be issued (and new or renewal card(s) from time to time) for the Motor Vehicles described on the list provided to Rubis Energy Kenya PLC by me/us.

The Applicant warrant that the information given above is correct and authorize Rubis Energy Kenya PLC to contact my/our bankers and any other party that they may deem fit to obtain information required regarding the Applicant's credit worthiness.

The Applicant understand that Rubis Energy Kenya PLC has the right to decline this application (or to refuses to issue a card for any vehicle indicated by us) without giving any reason or entering into any correspondence.

The Applicant(s) confirm having read and understood (explained by their/its Advocates) the general terms and conditions and agree to be bound by the RUBiS Card general conditions and by any subsequent amendments, and that the Applicant failure to comply with them will result in withdrawal of the credit facilities provided.

I/We understand that, in the event that I/we default on my/our credit payments, Rubis Energy Kenya PLC may list my/our name and transaction details with the Credit Reference Bureau Ltd and that all interest charges, legal expense and debt collection fees incurred as a result of recovering the outstanding amounts owed will be borne by:

- 1. Myself (Sole Proprietorship)
- 2. Directors (jointly and severally)
- 3. The Corporation (Parastatal)

Signed for and on behalf of the Applicant in this Agreement.

1. _____
Name Signature

Position(Director/Partner/Authorized Representative) Date:

2. _____
Name Signature

Position (Director/Partner/Authorized Representative) Date:

Affix Company Seal of Rubber Stamp of the Applicant

VALID THRU 00/00

CARDHOLDER NAME