

# General Rules of Petrol Business Payment Cards Use

## 00.00. DEFINITIONS

Words and terms used in these General Rules are defined as follows:

- 00.01. **Petrol business payment card** (hereinafter: "Card") is a payment instrument for cashless purchases of goods and services at authorised points of sale. The Card is owned by the issuer.
- 00.02. **Card classes:** grey and silver cards. The grey card is made out to the customer's vehicle registration number or some other identification chosen by the customer. The silver card is made out to the customer's company or customer's name and surname.
- 00.03. **Card types** determine the scope of usage for the card and are listed in the Instructions for filling out the Request for issuance of Petrol business payment cards and for online data access, which is published on the issuer's website, [www.petrol.si](http://www.petrol.si).
- 00.04. **The Issuer** is PETROL, Slovenska energetska družba, d.d., Ljubljana, Dunajska cesta 50, 1000 Ljubljana, registration number: 5025796000, VAT ID: SI80267432, bank account no.: 02923-0020267126 at NLB d.d. Ljubljana.
- 00.05. **Authorised Point of Sale** is a point of sale of the Issuer or other legal entity or natural person that conducts economic activities and accepts card payment transaction as method of payment in the sale of goods and services, as indicated with an appropriate distinctive sign.
- 00.06. **A Customer** is a legal entity or natural person that conducts economic activities and has concluded an Agreement on Petrol Business Payment Card Use with the Issuer.
- 00.07. **A User** is a person authorised for use of the Card by the Customer.
- 00.08. **General Rules** are provisions of these General Rules of Petrol Business Payment Cards Use, which are an integral part of the Agreement on Petrol Business Payment Card Use.
- 00.09. **The Agreement** on Petrol Business Payment Card Use (hereinafter: "Agreement") is a bilateral legal transaction concluded between the Issuer and Customer, on the basis of which the Issuer may issue a Card to the User.
- 00.10. **A Request** is a form titled Request for issuance of Petrol business payment cards and for online data access, which is published on the Issuer's website, [www.petrol.si](http://www.petrol.si).
- 00.11. **Personal identification number – PIN** (hereinafter: "PIN" or "PIN code") is a personal four-digit numerical password, intended for identification of Card User in payment transactions at Authorised Points of Sale.
- 00.12. **POS terminal (PIN PAD)** is an electronic reader on Authorised Points of Sale, intended for reading Cards and checking validity of PIN Code entry.
- 00.13. **Payment receipt – SLIP** is a receipt of completed cashless payment with a Card.
- 00.14. **Authorisation** is a process used by an Authorised Point of Sale to acquire confirmation from the Issuer's processing centre to complete the payment transaction.

## 01.00. ISSUANCE OF CARDS

- 01.01. Any Customer who has correctly filled out the Request and Agreement and submitted all the information required by the Issuer may acquire a Card. With all conditions fulfilled, the Issuer may make decision on the issuance of a Card at its own discretion, and is not obligated to explain its decisions. The Issuer is not obligated to explain its decisions on the issuance of Cards.
- 01.02. In the event of approved issuance of a Card, the Issuer shall send the ordered number of Cards by registered mail and the corresponding PIN identification numbers by regular mail to the Customer's address within 14 days of conclusion of the Agreement. If the Customer requires any additional Cards, they notify the Issuer with a written Request.

01.03. In the event of damaged or demagnetised Card, the Customer fills out the Request for reissue of damaged/demagnetised Petrol business payment card and submits it to the Issuer, who, after receiving the notification, blocks the damaged Card, whereas the demagnetised Card remains valid until the Customer receives a new Card.

## **02.00. CARD VALIDITY AND REPLACEMENT**

02.01. The Card has an inscription of validity date. The Card is valid until the last day of the month in the year listed on the Card.

02.02. Before an individual Card expires, the Issuer shall replace the Card with a new one, with no additional expenses for the Customer. Upon such replacement, the PIN Code remains unchanged. If the Customer does not want to receive an individual Card or Cards, they must notify the Issuer at least 30 days before the individual Card expires.

02.03. After receiving the new Cards, the Customer must immediately destroy the old Cards; new silver Cards made out to a User (name and surname) must be immediately signed with a ballpoint pen by the User. Otherwise, the User bears the consequences that might arise from the failure to fulfil said obligation.

## **03.00. CARD OWNERSHIP AND CONFISCATION**

03.01. The payment Cards are the property of the Issuer, who grants free-of-charge use of said Cards to the Customers, and may confiscate or cancel them in accordance with these General Rules.

03.02. Upon receiving the notification for cancellation of Card(s), the Customer must immediately destroy or return the Card(s) to the Issuer.

03.03. In the event of non-fulfilment of Customer's obligation from 03.02., the Card may be confiscated from the User at Authorised Points of Sale.

## **04.00. CARD CLASS AND IDENTIFICATION MARKING**

04.01. The payment Card has one of the following identification markings:

a) on a "grey" Card:

- company name and Customer's vehicle registration number,  
or
- other identification marking that may include up to 10 (ten) characters, by customer's choice;

b) on a "silver" Card:

- Customer's company name,  
or
- User's name and surname, and their signature.

## **05.00. USAGE, CHECKING, AND CARD PURCHASE LIMIT**

05.01. Validity of the payment transaction is checked by the Issuer's information system by entering the Personal Identification Number (PIN).

05.02. In the event of an incorrect PIN entry, the transaction is cancelled.

05.03. At an Authorised Point of Sale, where Card payment transactions with a PIN can not be concluded, the sales clerk, upon a purchase with the Card, performs a Card Authorisation and checks:

- validity of the Card,
- whether the signature on the payment receipt matches the signature on the back side of the Card (if this is a Card with a signature),
- vehicle registration number or other appropriate code on the Card (if it is written on the Card),

whereby the sales clerk is entitled and obligated to request a valid identification document from the Card User, with the purpose of protecting the beneficial Card User and Customer.

Once the sales clerk at an Authorised Point of Sale determines that the Card User is entitled to make a purchase with the Card, the sales clerk uses a special mechanical device (imprinter) to issue a purchase receipt, whereby the receipt form must show information on Card User, point of sale, date, type, and price of purchase. The Card User must confirm the purchase with a signature on this receipt. The signed purchase receipt is a document, on the basis of which the Issuer records the purchase made by entering it into its information system.

- 05.04. The Card Type determined the type of goods and services that may be purchased with this Card. The Card Type is determined by the Customer on the Request for issuance of Petrol business payment cards.
- 05.05. Every Customer has an allowed maximum limit on all Card used, set by the Issuer. The limit includes purchases in the entire Authorised Point of Sale network for Petrol Business Payment Cards. The limit amount includes already issued but unpaid invoices, as well as purchases already made but for which an invoice has not yet been issued. To more easily check the Card balance, the Issuer provides free-of-charge checking and access to data on its website [www.petrol.si](http://www.petrol.si) (eBusiness for companies). Optionally, the Issuer provides limits by individual Cards, separately. In this case, the sum of individual limits by Cards may not exceed the total limit by Customer. In the event of an exceeded limit, the Issuer may temporarily block Customer's purchases with all Cards.
- 05.06. Cash withdrawals with a Card at Authorised Points of Sale are not possible.

## **06.00. PROTECTION OF PERSONAL INFORMATION**

- 06.01. The Issuer undertakes to protect all Customer information and process them only for the performance of these General Rules, in accordance with the Personal Data Protection Act (ZVOP-1), OG RS no. 86/2004, with amendments.
- 06.02. The Customer undertakes to immediately notify the Issuer in writing of any change of registered address or any other information related to the Customer and listed in the Agreement. By signing the Agreement, the Customer is deemed to have approved the Issuer's data collection from databank managers and processing and storage of said data by the Issuer.

## **07.00. CUSTOMER'S AND CARD USER'S RESPONSIBILITY**

- 07.01. The Customer and Card User are responsible for safekeeping and correct usage of the Card. The Customer and Card User are obligated to safeguard the received Card and Personal Identification Number – PIN with due diligence, i.e. to prevent its loss, theft, or misuse. In order to ensure the safety of card payment, the User must be present during all procedures at an Authorised Point of Sale related to the Card, whereby the Card must remain in the User's line of sight at all times.
- 07.02. The Customer and Card user must not bend the Card, must not expose to Card to any excessive heat or otherwise physically damage the Card.
- 07.03. If the Customer or User losses the Card – or later finds it, or suspects that the Card was stolen or misused, or suspects that an unauthorised person is aware of their PIN, they must immediately notify the Issuer at telephone no. 080 22 66, and send a written notification to Petrol d.d., Ljubljana, Card Transactions, Dunajska cesta 50, 1000 Ljubljana, Slovenia. The Issuer shall promptly notify the Customer of any potential changes of contact information via its website, [www.petrol.si](http://www.petrol.si).
- 07.04. If the Customer or Card User finds the Card after reporting its loss, they may not use it anymore and must immediately notify the Issuer and return the Card. In this event, the Card must not be destroyed, in order to determine any potential misuse.
- 07.05. Per Issuer's request, the Customer and Card User and obligated to submit all required information on the circumstances related to the Card loss, theft, or misuse or disclosure of PIN to an unauthorised person, and are obligated to do everything in their power to find the lost Card or prevent any damage.
- 07.06. After a Card is reported lost, the Issuer will cancel the Card in accordance with 07.03. Twenty-four hours after receiving the report on Card loss or theft, the Issuer assumes liability for any damage occurred due to Card loss or theft. The Customer is liable for any potential misuse of Card up to 24 hours after the Issuer receives the report on Card loss or theft.

- 07.07. In the event of loss, misuse, or theft, the Issuer may issue a new Card and a new personal identification number – PIN at the Customer's expense. After receiving the new Card or Cards, the Customer must immediately destroy any previously received Cards.
- 07.08. If the Issuer notifies the Customer that further use of Card or Cards is forbidden past a certain date (cancellation), the Customer must immediately notify all Users that these Cards may no longer be used.
- 07.09. If the Customer, despite a received notification under 08.08., continues to use the Card or Cards, or otherwise violates these General Rules, an Authorised Point of Sale is entitled to confiscate the Card or Cards, and the Issuer is entitled to demand the return of all issued Cards from the Customer.
- 07.10. The Customer undertakes to immediately notify the Issuer of any Cards that are no longer in use by filling out the form "Notification on Petrol business payment cards no longer in use", published on the Issuer's website, www.petrol.si, and to immediately destroy said Cards for safety reasons.
- 07.11. The Issuer shall block such Cards within 3 working days upon receiving the notification by the Customer under 07.10.

## **08.00. PRICES OF GOODS AND SERVICES**

- 08.01. The prices of goods and services are valid on the day of purchase, whereby the sales clerk at an Authorised Point of Sale may not charge any additional costs, fees, or any other price increases.

## **09.00. PURCHASE INVOICING**

- 09.01. The Issuer issues a consolidated invoice in euros (EUR) to the Customer for the goods sold and services rendered for the period from the 16th to the last day of the previous month and from the 1st to 15th of the current month.
- 09.02. In the event of purchase in any other currency than euro (EUR), the payment of Customer's liabilities is made in euros (EUR), whereby the conversion from the purchasing currency to euros (EUR) is made using the Bank of Slovenia middle exchange rate valid at the time of consolidated invoice issuance.
- 09.03. An integral part of the invoice is also a special (analytical and consolidated) review of goods sold and services rendered by Cards.
- 09.04. On the consolidated invoice, the Issuer separately invoices the costs of cashless transactions, which include all costs borne by the Issuer related to the organisation, issuance, and maintenance of the Card system and electronic processing of information on Card sales.
- 09.05. Costs under 09.04. are charged according to the applicable Issuer's pricelist. The pricelist is published on the Issuer's website, www.petrol.si.

## **10.00. PAYMENT**

- 10.01. Unless otherwise specified in any other agreement between the Issuer and Customer, the Customer is obligated to settle the consolidated invoice no later than within 15 days after the last day of the period, for which the invoice was issued, to the bank account of the Issuer listed on the invoice.
- 10.02. The date of received payment to the Issuer's bank account is considered the date of payment. When transferring the payment to the bank account, the Customer must include the reference number listed on the invoice.
- 10.03. Upon prior agreement between the contractual parties, the Issuer shall consider offsets and assignments as suitable methods of payment. The contractual parties therefore explicitly declare and agree that the Issuer may offset any liability to the Customer with its own receivables from the Customer that arise from the Agreement. The Issuer undertakes to notify the Customer in writing about any executed offset, by submitting suitable specifications on receivables eliminated by the offset.
- 10.04. In the event of payment delays, the Customer is obligated to pay statutory late-payment interest to the Issuer. The Issuer is entitled to charge a notification fee to the Customer, according to the applicable pricelist, which is published on the Issuer's website, www.petrol.si.
- 10.05. The Issuer charges the costs of notification and interest with a debit charge, which is due in 8 days from the debit issuance. If the Customer is late in paying two consecutive invoices for interest charges, the Issuer may charge

the next payments in accordance with Article 288 of the Code of Obligations (OZ). This means that the Issuer shall charge costs first, then interest, and finally the principal, notifying the Customer with the specification of the payment received.

- 10.06. In the event that the Customer objects to any invoice item, they are obligated to pay the undisputed part of the invoice.
- 10.07. To secure all payments, including interest and any other potential costs, the Card Issuer may – upon signing the agreement and later during the contractual relationship – request a payment security from the applicant or Customer, as determined by the Issuer at its own discretion.

## **11.00. COMPLAINTS**

- 11.01. The Customer may submit complaints directly at an Authorised Point of Sale regarding any defects of products or services rendered, and resolve any arisen disputes with the point of sale on their own. Regardless of any complaint, the Customer is obligated to pay any liabilities to the Issuer, arising from usage of Cards at this point of sale, unless the Customer and Issuer agree otherwise in writing in advance.
- 11.02. In any event, the Customer must notify the Issuer, for purposes of informing and potential assistance, about any complaints regarding the price, quantity, quality, and other characteristics of products and services; the manager of Authorised Point of Sale shall cooperate with the Customer in the resolution of any and all complaints.
- 11.03. The parties shall resolve any complaints in accordance with the provisions of the Code of Obligations (OZ).
- 11.04. Any complaints regarding goods purchased and services rendered do not affect the Customer's obligation to settle the invoice; with successfully resolved complaints, the recognised credit is taken into account on the next invoice.

## **12.00. WITHDRAWAL FROM THE AGREEMENT**

- 12.01. The Issuer is entitled to withdraw from the Agreement with a prior written notification, and to block or prevent continued Customer's use of the Card in the following situations:
- If the Customer fails to fulfil their contractual obligations or has debts arising from the concluded agreements between the Customer and Issuer or companies in the Issuer's group.
  - In the case of circumstances that significantly reduce Issuer's trust into Customer's solvency (e.g. significant weakening of Customer's financial situation, Customer's illiquidity, any blocked Customer's bank account, start of Customer's insolvency proceeding, decrease of Customer's credit rating according to Issuer's assessment, or if the Customer fails to submit an appropriate security from 10.07. per Issuer's request).
  - In the event of extended, i.e. over 6 months, non-use of Cards.
  - In the event of changed circumstances for business operations (e.g. force majeure, new statutory regulations, market conditions, etc.), which prevent further sale of goods and services with Cards.
- 12.02. The Customer is entitled to withdraw from the Agreement at any time with a 30-days' notice period. The withdrawal must be submitted in writing and sent to the Issuer as a registered mail, whereby the Customer is obligated to settle all obligations arising from Card use before the end of the notice period; the Customer must return the Cards within 8 days after the end of the notice period to the Issuer.

## **13.00. DURATION AND TERMINATION OF THE GENERAL RULES**

- 13.01. By signing the Agreement on Petrol Business Payment Card Use, the Customer accepts the applicable General Rules of Petrol Business Payment Cards Use valid at the time of signing. By signing the Agreement on Petrol Business Payment Card Use, any previously concluded Agreements on Petrol Business Payment Card Use and relevant General Rules cease to be in effect.
- 13.02. The Issuer may amend these General Rules in accordance with its business policies. The Issuer is obligated to publish any amendment or newly adopted General Rules at least 30 days before they become effective. The amended or new General Rules shall be published on the Issuer's website, www.petrol.si.

- 13.03. If the Customer does not accept the amended or new General Rules, the Customer must cancel the Agreement in writing within 30 days of publication of amended or new General Rules, and at the same time cease using the Card or Cards, returning them to the Issuer no later 8 days after cancellation.
- 13.04. If the Customer keeps the Cards after the period defined in 13.03., the Customer is considered to have accepted the amended or new General Rules.

**14.00. FINAL PROVISIONS**

- 14.01. Prices of all services charged by the Issuer to the Customer are listed on the services pricelist, which is published on the Issuer's website, www.petrol.si.
- 14.02. The Customer allows and authorises the Issuer to submit information on Issuer's open receivables from the Customer to centralised databases of companies that prepare credit rating reports.
- 14.03. The contractual relationship between the Issuer and Customer is governed by the Contract and the Code of Obligations (OZ) – OG RS no. 83/2001, with amendments.
- 14.04. Any potential disputes between the Issuer and the Customer shall be resolved amicably; if such a resolution fails, disputes shall be resolved by a competent court with subject-matter jurisdiction in Ljubljana.
- 14.05. These General Rules are in effect from 1 November 2015 until cancellation or adoption of new General Rules.

PETROL d.d., Ljubljana