

# General Terms and Conditions for the Use of Petrol Business Payment Cards

## 00.00. TERMS AND DEFINITIONS

The terms used in these General Terms and Conditions shall have the following meanings:

- 00.01. **Petrol Business Payment Card** (hereinafter: the “Card”) is a payment instrument that enables users to make cashless purchases of goods and services at Authorised Points of Sale. The Card remains the property of the Issuer.
- 00.02. **Card Types:** Grey and Silver Cards. A Grey Card is issued to a vehicle registration number or another identifier as chosen by the Customer. A Silver Card is issued to the company name of the Customer or to the name and surname of the User.
- 00.03. **Card Subtypes:** Define the scope of use and are described in the instructions for completing the Request for the Issuance of Petrol Business Payment Cards, available on the Issuer’s website: [www.petrol.si](http://www.petrol.si).
- 00.04. **Issuer** refers to PETROL, Slovenska energetska družba, d.d., Ljubljana, Dunajska cesta 50, 1000 Ljubljana, Registration number: 5025796000, VAT ID number: SI80267432, Transaction account: SI56 0292 3002 0267 126, opened with NLB d.d. Ljubljana.
- 00.05. **Authorised Point of Sale** is a sales outlet of the Issuer or of another legal entity or natural person engaged in commercial activity, which accepts Card payment transactions and is marked with the appropriate acceptance logo.
- 00.06. **Customer** is a legal entity or natural person engaged in commercial activity who has concluded the Agreement for the Use of Petrol Business Payment Cards with the Issuer.
- 00.07. **User** is a person authorised by the Customer to use the Card.
- 00.08. **General Terms and Conditions** are the provisions set forth in this document and constitute an integral part of the Agreement for the Use of Petrol Business Payment Cards.
- 00.09. **Agreement for the Use of Petrol Business Payment Cards** (hereinafter: the “Agreement”) is a bilateral legal contract between the Issuer and the Customer, under which the Issuer may issue a Card to the User. The Agreement consists of the Request for the Issuance of Petrol Business Payment Cards, any simultaneously signed forms or applications, these General Terms and Conditions, and any related sales agreements.
- 00.10. **Request** means the form titled “Request for the Issuance of Petrol Business Payment Cards” published on the Issuer’s website: [www.petrol.si](http://www.petrol.si).
- 00.11. **Authorisation and Password Request for the e-Business Portal** is a form by which the Customer’s legal representative authorises an employee (**authorised person**) to access and review the Customer’s e-Business data, set or modify card limits, and submit electronic requests for new cards, card cancellations, and PIN code reissuance. Any persons already using the e-Business Portal at the time these General Terms and Conditions come into effect shall be deemed authorised by the Customer’s legal representative with equivalent rights.
- 00.12. **Personal Identification Number — PIN** (hereinafter: “PIN” or “PIN code”) is a four-digit numerical code used to identify the Card User when making payments at Authorised Points of Sale.
- 00.13. **POS terminal (PIN PAD)** is an electronic reader located at an Authorised Point of Sale, intended for the electronic transfer of data between the payment point and the processing centre.

- 00.14. **Payment confirmation – SLIP** is a receipt confirming a completed cashless transaction made using the Card.
- 00.15. **Authorisation** is the process by which an Authorised Point of Sale obtains confirmation that a transaction can be executed.

### **01.00. CARD ISSUANCE**

- 01.01. A Card may be obtained by any Customer who has correctly completed the Request and the Agreement and submitted all required data to the Issuer. Provided that all of the above preconditions are met, the Issuer shall decide on the issuance of the Card at its sole discretion and is not obliged to justify its decision.
- 01.02. If the issuance of the Card is approved, the Issuer shall send the ordered number of Cards by registered post and the corresponding PIN codes by regular post to the Customer's registered address within 14 days from the date of the Agreement. Requests for additional Cards shall be submitted in writing using the Request form.
- 01.03. In the event of damage to a Card, the Customer shall notify the Issuer by submitting a Request for the Cancellation of a Petrol Business Payment Card. Upon receipt of the notice, the Issuer shall block the damaged Card. The Customer shall promptly notify the Issuer in writing of any change to its registered address, authorised person, or other relevant data as stated in the Agreement.

### **02.00. VALIDITY AND REPLACEMENT OF CARDS**

- 02.01. Each Card displays an expiry date. The Card shall remain valid until the last day of the month indicated on the Card.
- 02.02. Before the expiry date of each Card, the Issuer shall replace it with a new one at no additional cost to the Customer. The PIN code shall remain unchanged upon such replacement. If the Customer does not wish to receive a particular Card or Cards, they shall notify the Issuer at least 30 days prior to the expiry date of the respective Card.
- 02.03. Upon receipt of new Cards, the Customer shall immediately destroy the old ones. Any Silver Cards issued to individual Users must be signed by the User with a ballpoint pen immediately upon receipt. Failure to comply with this obligation may result in consequences for which the User shall bear full responsibility.

### **03.00. OWNERSHIP AND WITHDRAWAL OF CARDS**

- 03.01. All Cards are the property of the Issuer, who grants the Customer the right to use them free of charge and may revoke or cancel their use in accordance with these General Terms and Conditions.
- 03.02. Upon cancellation of a Card, the Customer shall immediately destroy the Card(s) or return them to the Issuer following notification from the Issuer.
- 03.03. If the Customer fails to comply with the obligation set out in clause 02.03, the Card may also be withdrawn at an Authorised Point of Sale.

### **04.00. TYPE AND IDENTIFICATION MARK OF THE CARD**

- 04.01. One of the following identification markings shall be printed on the Card:
- a) On a "Grey" Card:
- the Customer's company name and vehicle registration number; or
  - another designation of the Customer's choice, consisting of up to ten (10) characters.
- b) On a "Silver" Card:
- the Customer's company name; or
  - the User's name and surname, along with their signature.

**05.00. USE, CONTROL, AND RESTRICTIONS ON CARD PURCHASES**

05.01. The accuracy of a payment transaction using a Personal Identification Number (PIN) shall be verified by the Issuer's information system.

05.02. If an incorrect PIN is entered, the transaction shall not be processed.

05.03. A Card linked to a vehicle registration number may only be used for the purchase of goods and services for the vehicle whose registration number is indicated on the Card. The seller at the Authorised Point of Sale has the right, but not the obligation, to verify whether the registration number on the Card matches that of the vehicle being refuelled. The seller may also verify the identity of the User and request to see their personal identification document and/or the vehicle registration certificate.

05.04. At an Authorised Point of Sale where a Card payment transaction cannot be completed using a PIN, the seller shall authorise the Card and verify the following:

- that the Card is valid;
- that the signature on the purchase slip matches the one on the back of the Card (if signed);
- the vehicle registration number or other relevant identifier on the Card (if applicable).

In such cases, the seller has both the right and the obligation to request a valid personal identification document from the User, to protect both the authorised User and the Customer.

When the seller at an Authorised Point of Sale verifies that the User is entitled to make a purchase using the Card, they shall issue a purchase slip using a mechanical device (imprinter). The slip must clearly show the User's details, the Authorised Point of Sale, the date, the type, and the amount of the purchase. The User shall confirm the purchase by signing the slip. The signed slip shall serve as a record for the Issuer to enter the transaction into its information system.

05.05. The Card type defines the goods and services that may be purchased with the Card. The Customer specifies the Card type in the Request.

05.06. The Issuer shall set a limit for Cards used by a single Customer. This limit applies across the entire network of Authorised Points of Sale that accept Petrol Business Payment Cards. The limit includes both issued but unpaid invoices and completed transactions for which invoices have not yet been issued. To facilitate monitoring, the Issuer offers free access to transaction data via the website [www.petrol.si](http://www.petrol.si) (e-Business for Companies). Optionally, individual Card limits may also be set. In such cases, the sum of all individual Card limits must not exceed the Customer's total purchase limit. If the total purchase limit is exceeded, the Issuer may temporarily suspend all Card transactions.

05.07. Cash withdrawals using the Card are not permitted at Authorised Points of Sale.

05.08. For Grey Cards, the Customer may choose to enable electric vehicle charging functionality. This feature is restricted to charging stations operated by the Issuer.

**06.00. PROTECTION OF PERSONAL DATA**

06.01. The Issuer undertakes to protect and process all Customer data in accordance with applicable data protection regulations.

**07.00. LIABILITY OF THE CUSTOMER, AUTHORISED PERSON, AND CARD USER**

- 07.01. The Customer, the Authorised Person, and the User shall be responsible for the safe keeping and proper use of the Card. The Customer, the Authorised Person, and the User shall safeguard the received Card, the PIN, and the password for accessing the e-Business Portal with due care, in order to prevent loss, theft, or misuse. For security purposes, the User shall ensure that all procedures at Authorised Points of Sale are carried out in their presence and that the Card remains within their sight at all times.
- 07.02. The Customer and the User shall not bend, expose the Card to excessive heat, or otherwise physically damage it.
- 07.03. If the Customer, Authorised Person, or User loses the Card or suspects that it has been stolen, misused, or that the PIN has been disclosed to an unauthorised person, they shall immediately notify the Issuer by calling 080 22 66, and shall also confirm the report in writing to Petrol d.d., Ljubljana, Payment Financial Services, Dunajska cesta 50, 1000 Ljubljana. The Issuer shall publish any updates to contact details on its website: [www.petrol.si](http://www.petrol.si).
- 07.04. If the Customer or User finds the Card after reporting it as lost, stolen, or misused, they shall not use it and shall immediately inform the Issuer and return the Card. The Card must not be cut or destroyed, as it may be needed for investigation purposes.
- 07.05. The Customer, Authorised Person, and User shall provide the Issuer with all necessary information regarding the loss, theft, misuse of the Card, or disclosure of the PIN to an unauthorised person, and shall take all reasonable steps to recover the lost Card and prevent any damage.
- 07.06. Upon notification of a lost or stolen Card in accordance with clause 07.03, the Issuer shall cancel the Card. The Issuer shall be liable for any damage resulting from the loss, theft, or misuse of the Card only after 24 hours from the time it receives the Customer's notification. The Customer shall remain liable for any misuse that occurs within those 24 hours.
- 07.07. In the event of loss, misuse, or theft of the Card, the Issuer may, upon written request from the Customer, issue a replacement Card and PIN code at the Customer's expense.
- 07.08. If the Issuer notifies the Customer that the use of a specific Card or Cards is prohibited (cancelled) as of a certain date, the Customer shall immediately inform all Users that such Cards may no longer be used.
- 07.09. If the Customer continues to use the Card(s) despite receiving the cancellation notice referred to in clause 07.08 or otherwise breaches these General Terms and Conditions, the Authorised Point of Sale shall have the right to confiscate the Card(s), and the Issuer may demand the return of all issued Cards.
- 07.10. The Customer undertakes to immediately notify the Issuer of any Cards that are no longer in use by submitting the form titled "Notification of Petrol Business Payment Cards No Longer in Use", which is available on the Issuer's website [www.petrol.si](http://www.petrol.si), and to destroy such Cards for security reasons.
- 07.11. The Issuer shall block the use of such Cards within three (3) working days of receiving the Customer's notice under clause 07.10.

**08.00. PRICES OF GOODS AND SERVICES**

- 08.01. The prices of goods and services shall apply on the day of purchase. The seller at the Authorised Point of Sale may not charge the Customer any additional fees, commissions, or otherwise increase the prices.

**09.00. PURCHASE BILLING**

- 09.01. For goods sold and services rendered, the Issuer shall issue the Customer a consolidated invoice in euros (EUR) for the billing periods from the 1st to the 15th, and from the 16th to the last day of each calendar month.

- 09.02. In the case of purchases made in a currency other than euros (EUR), the Customer's obligation shall be settled in euros. The conversion from the purchase currency to euros shall be based on the European Central Bank (ECB) reference exchange rate applicable on the date the consolidated invoice is issued.
- 09.03. Each invoice shall include a detailed (analytical and consolidated) breakdown of goods and services purchased using each Card.
- 09.04. On the consolidated invoice, the Issuer shall separately itemise the costs of cashless transactions, which include all Issuer expenses related to the organisation, issuance, and maintenance of the Card system, as well as the electronic processing of Card sales data.
- 09.05. The costs referred to in clause 09.04 shall be charged in accordance with the Issuer's valid price list. The price list is published on the Issuer's website: [www.petrol.si](http://www.petrol.si).

**10.00. PAYMENT**

- 10.01. Unless otherwise agreed in a separate contract between the Issuer and the Customer, the Customer shall pay the consolidated invoice no later than 15 days after the end of the billing period to the Issuer's transaction account as indicated on the invoice.
- 10.02. The date of payment shall be deemed to be the date on which the funds are received in the Issuer's transaction account. The Customer must include the payment reference number specified on the invoice.
- 10.03. Subject to prior agreement between the contracting parties, the Issuer may also accept set-offs and assignments of claims as valid methods of payment. The parties explicitly agree that the Issuer may offset any of its obligations to the Customer against the Customer's liabilities arising from the Agreement. The Issuer shall inform the Customer in writing of the set-off and provide a detailed specification of the claims settled.
- 10.04. In the event of late payment, the Customer shall be liable to pay statutory default interest to the Issuer. The Issuer shall also be entitled to charge reminder fees in accordance with the current price list published on the Issuer's website: [www.petrol.si](http://www.petrol.si).
- 10.05. Reminder fees and interest shall be charged by debit note, which becomes due 8 days from the date of issue. If the Customer is in arrears on two consecutive interest statements, the Issuer may apply the payment order prescribed by Article 288 of the Obligations Code (OZ), whereby payments are first applied to costs, then to interest, and finally to the principal. The Customer shall be notified of this with a specification of the payment received.
- 10.06. If the Customer disputes any item on the invoice, they shall not withhold payment or make a partial payment. If the complaint is found to be justified, the Issuer shall refund the relevant amount or issue a credit note. The Customer must submit any complaints related to transactions within one month of the invoice date. The Customer shall bear all costs associated with the payment of the invoice.
- 10.07. To secure all payments, including interest and any additional charges, the Issuer shall have the right – both at the time of signing the Agreement and at any time during the contractual relationship – to require the applicant or Customer to provide appropriate payment security, at the Issuer's sole discretion.

**11.00. COMPLAINTS**

- 11.01. The Customer shall submit complaints regarding the quality of goods or services directly to the relevant Authorised Point of Sale and shall resolve any disputes directly with that location. Regardless of such complaints, the Customer remains obligated to settle all liabilities arising from the use of the Card at that Authorised Point of Sale, unless otherwise agreed in writing with the Issuer.
- 11.02. The Customer shall inform the Issuer of any complaints regarding the price, quantity, quality, or other characteristics of goods or services, for the Issuer's information and possible assistance. The manager of the Authorised Point of Sale shall also participate in resolving the complaint with the Customer.

- 11.03. Complaints shall be handled in accordance with the provisions of the Obligations Code (OZ).
- 11.04. Complaints regarding goods and services shall not affect the Customer's obligation to pay the invoice. In the case of a favourable resolution, the credited amount shall be applied to the next invoice.

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

- 12.01. The Issuer shall have the right to immediately withdraw from the Agreement, without a notice period, and to block or disable further use of the Card(s) in the following cases:
- if the Customer fails to fulfil contractual obligations or owes any amounts under agreements concluded with the Issuer or other companies within the Issuer's group;
  - in the event of circumstances that significantly undermine the Issuer's trust in the Customer's solvency (e.g. significant deterioration of the Customer's financial condition, insolvency, blocked bank accounts, initiation of insolvency proceedings, deterioration of creditworthiness as assessed by the Issuer, or failure to provide appropriate security under clause 10.07);
  - if the Card(s) remain unused for a prolonged period (i.e. more than 6 months);
  - if changed business circumstances arise (including but not limited to force majeure, changes in legislation or regulations, actions by domestic or foreign authorities – such as states of emergency, sanctions, or embargoes – or a large and exceptionally rapid increase in the prices of raw materials, goods, or services), which prevent or substantially hinder the continued use of Cards.
- 12.02. The Issuer shall notify the Customer in advance of its withdrawal from the Agreement by written notice. Following the blocking of the Cards, the Issuer shall not be liable for any damage suffered by the Customer.
- 12.03. The Customer shall have the right to withdraw from the Agreement at any time by providing 30 days' written notice. The withdrawal must be submitted in writing and sent to the Issuer by registered post. The Customer shall be obliged to settle all liabilities incurred by the end of the notice period and must return all Cards to the Issuer no later than 8 days after the expiry of the notice period.

## **13.00. ELECTRONIC BUSINESS**

- 13.01. The Issuer provides its partners with access to applications via the e-Business for Companies Portal. Access is granted upon User registration, assignment of user identification and password, and allocation of appropriate access rights to the agreed applications. Access to data within the applications is restricted to authorised data only. Upon the Customer's request, the Issuer may enable access to all online applications available on the portal (e.g. price list overview, ordering goods, viewing orders, delivery notes, invoices) related to the business relationship between the parties.
- 13.02. The Issuer undertakes to enable the Customer to access business data within fourteen (14) days of receiving the request.
- 13.03. The Issuer undertakes to ensure that data reviewed or entered by the Customer online is adequately protected against access or interference by third parties.
- 13.04. The Customer shall complete the Request for Authorisation and Password for the e-Business Portal, listing authorised persons (Users) for whom access is requested (hereinafter: Authorised Persons). The signed form must be submitted to the Issuer.
- 13.05. The Issuer shall enable use of the online applications by assigning the authorised User a user ID and initial password, based on the completed request form, and notify the User via the e-mail address provided.

- 13.06. The Customer undertakes to immediately notify the Issuer of any changes related to Authorised Persons. The Issuer shall forward such information to its IT department, which shall enable or revoke access accordingly.
- 13.07. The parties may agree to exchange specific business documents electronically. Once the parties agree on the subject of electronic business (i.e. which business documents, such as orders, delivery notes, and invoices), they shall define the technical protocol for data exchange, including the method of data protection during transmission.
- 13.08. The technical protocol shall include: format standard (e.g. GS1-XML, Petrol format, eSLOG), transmission method (e-mail, MQ, web service, FTP), data protection (e.g. PGP encryption), electronic signing (e.g. eInvoices), and time-stamping.
- 13.09. The Issuer accepts no responsibility for data protection on websites not owned or operated by companies within the Issuer's group. Nor is it liable for errors arising from incorrect data provided during registration or login.
- 13.10. By using the e-Business for Companies Portal, the User agrees to these General Terms and Conditions and undertakes to use the portal in accordance with its intended purpose.
- 13.11. The Issuer undertakes to protect Customer data in accordance with applicable legislation, contractual provisions, and the Petrol Group's information security policy. Appropriate technical and organisational measures shall be in place to ensure the confidentiality, integrity, and availability of data processed electronically.
- 13.12. The Issuer shall not be held liable for any unauthorised use of data published on the portal in cases where the Customer's legal representative fails to notify the Issuer of changes concerning authorised Users or company information.
- 13.13. Based on a written request (authorisation) from the Customer's legal representative who is in a business relationship with the Issuer, the Issuer shall grant individual Users access to specific applications of the e-Business for Companies Portal by sending a password to the e-mail address provided in the request. This e-mail address shall serve as the username. The User shall log in to the e-Business for Companies Portal using this password and shall be granted access rights to the applications specified in the request.
- 13.14. Users are advised to change the automatically generated password upon first login to the e-Business for Companies Portal to prevent potential misuse.
- 13.15. The user account may only be used by the person specified in the access request and must not be shared with other users from the same or another company. If multiple employees require access, the Customer's legal representative shall submit separate access requests for each.
- 13.16. Only interactive web access to the e-Business Portal applications is permitted; any integrations with other systems are not allowed and are subject to separate agreements.
- 13.17. The Customer's legal representative is obliged to immediately notify the relevant organisational unit of Petrol, with which the contract for access to the applications was concluded, of any changes relating to the User, the legal entity, their rights to use the applications, or any other relevant data.
- 13.18. If a User does not access the e-Business for Companies Portal for a continuous period of 12 months, their access shall be automatically blocked. Access may be re-enabled upon receipt of a new written request (authorisation) submitted by the Customer's legal representative.
- 13.19. User registration is the process by which the User obtains their user identification and password for accessing the e-Business for Companies Portal.
- 13.20. Once the registration process is complete, the User shall log in to the e-Business for Companies Portal using their user identification and password and shall be granted access to the applications specified in the request.

- 13.21. Any attempt at unauthorised, malicious, or otherwise harmful use of the e-Business for Companies Portal is strictly prohibited and may be subject to legal consequences.
- 13.22. Petrol shall not be held liable for any occasional unavailability of the e-Business for Companies Portal.
- 13.23. Petrol reserves the right to change, add, or remove content published on the e-Business for Companies Portal, subject to prior notice to Users. All Users access and use the content published on the portal at their own risk.

#### **14.00. VALIDITY AND TERMINATION OF THE GENERAL TERMS AND CONDITIONS**

- 14.01. By signing the Agreement for the Use of Petrol Business Payment Cards, the Customer accepts these General Terms and Conditions for the Use of Petrol Business Payment Cards. Upon execution of the new Agreement, any previously concluded agreements governing the use of Petrol Business Payment Cards shall cease to be valid.
- 14.02. The Issuer may amend these General Terms and Conditions in accordance with its business policy. Any material changes shall be published by the Issuer at least 15 days before their effective date. The amended or new General Terms and Conditions shall be published on the Issuer's website: [www.petrol.si](http://www.petrol.si).
- 14.03. If the Customer does not agree with the amended or new General Terms and Conditions, they must terminate the Agreement in writing within 15 days of publication and cease using the Card(s). The Customer shall return the Card(s) to the Issuer no later than 8 days after termination.
- 14.04. If the Customer retains the Card(s) after the expiry of the period referred to in clause 14.03, it shall be deemed that they agree to the amended or new General Terms and Conditions.

#### **15.00. FINAL PROVISIONS**

- 15.01. All services charged by the Issuer to the Customer are listed in the applicable service price list published on the Issuer's website: [www.petrol.si](http://www.petrol.si). The Customer hereby authorises the Issuer to forward data on outstanding claims against the Customer to centralised databases maintained by companies providing credit rating services.
- 15.02. In addition to the Agreement, the contractual relationship between the Issuer and the Customer shall be governed by the Obligations Code (Official Gazette of the Republic of Slovenia, No. 83/2001, as amended and supplemented).
- 15.03. The Issuer and the Customer shall endeavour to settle any disputes amicably. If an amicable resolution is not possible, the dispute shall be settled by the competent court in Ljubljana.
- 15.04. These General Terms and Conditions shall apply from 12 March 2025 until revoked or replaced by new General Terms and Conditions.

PETROL d.d., Ljubljana