

General Terms and Conditions of Business

1. Subject matter of the Agreement:

The present General Terms and Conditions of Business shall apply to all services and deliveries received by the Customer as a result of using his IQ Card at the station(s) agreed between IQ Card Vertriebs GmbH and the Customer.

2. Use of the IQ Card:

The IQ Card entitles the Customer to acquire goods and services by way of cashless transactions, in the agreed quantities as shown on the Card application form, at the station stipulated in the relevant agreement between him and IQ Card Vertriebs GmbH. The Customer shall have the option of agreeing the inclusion of further additional stations with IQ Card Vertriebs GmbH. Upon acceptance of the Card application by IQ Card Vertriebs GmbH, Auerspergstraße 19, 4021 Linz, the IQ Card shall be issued, and the administrative tasks in connection with the Card shall be carried out by IQ Card Vertriebs GmbH. The IQ Card shall remain the property of IQ Card Vertriebs GmbH. The Customer shall receive an IQ Card that is either assigned to a particular person or to a particular vehicle or that is issued for use at a particular station. The IQ Card can be assigned to several vehicles. IQ Cards issued for use at a particular station (Station Cards) will be deposited with the filling station that has been agreed; Station Cards may be issued for several vehicles at a time. IQ Cards assigned to a particular person cannot be transferred to another person. Station Cards cannot be transferred to another vehicle or to any vehicle other than the one(s) agreed for the Card. Where Cards issued for particular vehicles or Station Cards are used, the Customer is obligated to specify the authorized vehicles, including their license numbers, in the Card application, and the Customer undertakes to show a vehicle identification document (registration certificate) whenever accepting a service or delivery. The Customer shall be free to choose a four-digit PIN code. The PIN code chosen by the Customer must be kept secret. The Customer undertakes to store the IQ Card carefully and in a manner that will make it inaccessible to any third party. The Customer shall be entitled to limit the use of the Card to certain product types in his Card application. Refueling shall take place in compliance with the operating instructions. The Customer shall be liable for any damage caused by him or by any other users of the filling station acting on his orders. The Customer is obligated to inform IQ Card Vertriebs GmbH immediately and in writing of any change in his address.

3. Payment and Pricing:

The Customer shall receive a collective invoice which will be drawn up at regular intervals in accordance with the agreement in the Card application; the relevant invoiced amount shall be due for payment immediately and will be debited from the Customer's current account weekly, every two weeks or monthly, depending on the agreement between the parties. In cases where no agreement concerning the mode of settlement has been made, a monthly settlement shall be deemed to have been agreed by the parties. The Customer herewith authorizes IQ Card Vertriebs GmbH to debit the relevant invoiced amounts, including interest, fees and charges, if any, from the Customer's account specified on the Card application by way of direct debit. The Customer therefore authorizes IQ Card Vertriebs GmbH to direct debit for the term of the Agreement and/or until the complete fulfillment of all the Customer's obligations. The Customer is obligated to maintain adequate funds in the account for the duration of the Agreement. IQ Card Vertriebs GmbH reserves the right to demand a bank guarantee in the amount of its outstanding claims from the Customer at any time; if the Customer fails to fulfill such a request, IQ Card Vertriebs GmbH shall be entitled to freeze the Card immediately. The Customer is also obligated to give notice in writing of any alteration to his account and to sign the written direct debit authorization for the new account. The price to be charged shall be the pump price of the relevant day on which fuel was purchased, unless a different agreement on pricing has been made in the Card application. In cases where the direct debit is not accepted by the bank, IQ Card Vertriebs GmbH shall be entitled to charge default interest at the statutory rate on the entire outstanding amount up to the day on which the invoice is finally paid. This outstanding amount shall also include services and deliveries not yet invoiced to, but already received by, the Customer. At the same time, IQ Card Vertriebs GmbH shall be entitled to freeze the IQ Card immediately and to charge the Customer for the administrative costs accruing in this respect. After each refueling, the Customer shall receive a receipt concerning the respective transaction.

4. Fuel Card Limits and IQ Card Online Portal:

The Customer shall be responsible himself for the administration of limits for Fuel Cards on the Online Portal, <https://www.iqcard.at/portal>. Access data for the Online Portal shall be provided to the Customer upon request. IQ Card Vertriebs GmbH cannot be held responsible for financial disadvantages suffered by the Customer due to lack of administration (such as, for instance, failure to use the limit tool, misentries, etc.).

5. Complaints:

Should the Customer wish to enter a complaint, he is obligated to do so within seven days after the invoice has been issued; complaints shall be made in writing, include a statement of reasons and be addressed to IQ Card Vertriebs GmbH. Otherwise, it will be assumed that the Customer has accepted the invoice.

6. Loss, Theft, Misuse:

Loss, theft, any other situation rendering the IQ Card unusable or misuse of the IQ Card shall be notified to IQ Card Vertriebs GmbH without delay. Such notice shall be given in writing (in a documented manner), i.e., by registered letter, or via fax. Upon such notice being given, IQ Card Vertriebs GmbH shall immediately – depending on the technical facilities available to it – freeze the Card. The Customer shall receive a replacement Card. The Customer is obligated to return any Card that may have been recovered to IQ Card Vertriebs GmbH immediately, i.e., to send it in by registered letter. With regard to loss, theft, misuse or any other situation rendering the IQ Card unusable, the Customer shall be liable for any damage resulting from the incorrect use of the Card and/or from the other further occurrences.

7. Term of the Agreement:

This Agreement is entered into for an indefinite period of time. This Agreement may be terminated by either party as of the last day of each month by means of a registered letter, subject to a notice period of one month. IQ Card Vertriebs GmbH shall be entitled to terminate the Agreement without notice for cause; such cause shall be deemed to exist, inter alia, in cases where the Customer fails to meet his payment obligations or violates his contractual duties, where there is reason to suspect that the Card has been misused or used without authorization, in case of changes in the Customer's credit rating, if the bank drawn upon refuses to pay, if insolvency proceedings are initiated with regard to the Customer or if execution is levied upon the Customer's assets. After termination of the Agreement, the Customer shall be prohibited from acquiring goods and services by means of the non-cash transactions permitted within the scope of this Agreement. The Customer shall also be prohibited from continuing to use the IQ Card. The Customer is obligated to render the IQ Card unusable immediately after termination of this Agreement and return it to IQ Card Vertriebs GmbH by registered letter. The Customer shall be liable for the payment owed for all goods and services that have been acquired by using the IQ Card.

8. Jurisdiction and Applicable Law:

The venue for all disputes arising within the scope of or in connection with this contractual relationship shall be Linz. The relationship between the parties hereto shall be governed by Austrian law.

9. Final Provisions:

The invalidity of individual provisions of this Agreement shall not affect the validity of this Agreement. In such a case, the parties undertake to replace the invalid provision with a valid provision corresponding to the parties' original intention. The Customer is reminded that his data will be stored by IQ Card Vertriebs GmbH. Modifications of this Agreement must be made in writing in order to be effective. Such modifications shall be notified to the Customer in writing and shall be deemed to have been approved by him unless he raises an objection thereto within four weeks. These modifications shall also be deemed to have been approved if, after having received the relevant communication, the Customer continues to use the IQ Card without objecting. To the extent that these General Terms and Conditions of Business contain provisions that are irreconcilable with the (Austrian) „Konsumentenschutzgesetz, KSchG“ (Consumer Protection Act), such provisions shall not apply vis-à-vis the consumer.

Modifications and/or the current General Terms and Conditions of Business may also be found on the Internet at:

www.iqcard.at