

General Terms and Conditions for the Circle K Truck Diesel Card

1. Parties/Definitions

1.1. Parties

In accordance with these general terms and conditions, the parties are the Account Holder, Circle K Sverige AB, 556000-6834 ("Circle K") and Circle K ICC AB, 556445-9013 ("Circle K ICC"). The Account Holder undertakes to adhere to these general terms and conditions, and to require Cardholders to adhere to the same.

1.2. Definitions

Account: Account with the Issuer available by using one or more Circle K cards.

Account holder: Physical or legal persons approved for an Account after making an application.

Cardholder: Physical person in whose name a Circle K card is issued.

Circle K card: Circle K Truck Diesel Cards issued by Circle K and Circle K Routex Europe Cards issued by Circle K ICC

Issuer: Circle K is the issuer of Circle K Corporate Cards, and Circle K ICC is the issuer of Circle K Routex Europe Cards.

2. Approving an application and issuing a Circle K card

2.1. General

The applicant applies for an Account and Circle K card with the Issuer. A standard credit check is carried out upon application and when the Issuer deems appropriate thereafter. Applications are normally not granted if defaulted payments are noted, or if the applicant's ability to pay is deemed insufficient. If the application is approved, a Circle K card will be issued to the Account Holder/Cardholder in accordance with the application submitted. Circle K cards are personal and may only be used by the Cardholder. If the information provided in the application is found to be incorrect or subsequent events justify a change in position, the Issuer is entitled to withdraw the Circle K card immediately. An agreement is considered to be concluded on the day the Cardholder first uses the Circle K card. The amount limits determined by the Issuer apply to the charging of each purchase.

The following also applies to Circle K Routex Europe Cards:

– For purchases made in Sweden using the Circle K Routex Europe Card, Circle K is the seller of the products, and for purchases made outside of Sweden, Circle K ICC is the seller.

– The maximum charge for one purchase at non-Circle K stations is currently between EUR 800 and EUR 1,500. The credit limits set by the Issuer pursuant to a separate agreement with the Account Holder apply to the Accounts and Circle K cards. The Issuer is entitled to unilaterally change the credit limit at its own discretion due to, for example, changes in the Cardholder's actual purchases.

2.2. Change of name, address, legal form of business activity, etc.
The Issuer must be promptly informed of a change of name, address, legal form of business activity, or a change of ownership. In these cases the Issuer determines whether the Circle K card/Account needs to be changed or if a new card/Account application needs to be made. The Account Holder is responsible for the consequences of such information not being provided. Should information be withheld, the Account Holder is also liable for debts arising after the change.

3. Circle K cards

Circle K cards are not valid for the purchase of lottery tickets, tips, ATG or the payment of cash on delivery or bills at Circle K's post counters.

3.1. Circle K Truck Diesel Card

The Circle K Truck Diesel Card comes with the following restrictions on the purchase of goods and services provided through Circle K's station network in Sweden, Denmark and Norway including INGO stations. Circle K Truck Diesel Cards are issued as one of the following types, for which the following purchase limits apply:

Truck Diesel Card A is valid for all goods and services provided through Circle K's station network as above and parking***.

Truck Diesel Card B is valid for the purchase of fuel, replenishment oil**, car wash services, car accessories, tyres, parking***, vehicle and trailer hire, LPG, maintenance products* and road tolls****.

Truck Diesel Card C is valid for the purchase of fuel, replenishment oil**, car wash services, parking***, maintenance products* and road tolls****.

Truck Diesel Card D is valid for the purchase of fuel, replenishment oil**, maintenance products* and road tolls****.

Truck Diesel Card E is valid for the purchase of diesel, AdBlue, and road tolls. Truck Diesel Card F is valid for the purchase of diesel, AdBlue, replenishment oil**, maintenance products* and road tolls.

The dual card system consists of two cards. One card may be kept in the car, and the other remains with the driver. The cards are not valid individually, except for parking when the vehicle card is the payment card. The dual card system is valid for the purchase of goods and services provided through Circle K's station network in Sweden, Denmark and Norway including INGO stations, and is issued with the same purchase limits as Truck Diesel Cards A to D. Station cards are valid for all goods and services sold at the Circle K station where the card was ordered and is stored.

3.2. Circle K Routex Europe Cards

The Circle K Routex Europe Card is valid at the outlets assigned by Circle K, Circle K ICC, and Routex partners, which are currently: BP, OMV, Agip, Aral. For information about ROUTEX partners and Routex outlets, visit www.routex.com. Circle K Routex Europe Cards are issued as one of the following card types, for which the following purchase limits apply: 65 Valid at Routex outlets for all purchases and services as per Truck Diesel Card A.

64 Purchase of fuel, replenishment oil**, car wash services, tyres, car accessories, service, parking***, maintenance products* and road tolls****.

62 Purchase of fuel, replenishment oil** and road tolls****.

61 Purchase of fuel and road tolls****.

60 Purchase of diesel, AdBlue and road tolls****.

* Maintenance products include: antifreeze and coolant, washer fluid, fuel additives, sponges and degreasing agents, car bulbs, wiper blades, fuses, fan belts, lock oil.

** Replenishment oil comprises engine oil, gearbox oil, 2-stroke oil and hydraulic oil.

*** Parking includes, for the Circle K Truck Diesel Card, parking at parking companies in Sweden with which Circle K has a valid agreement and, for the Circle K Routex Europe Card, parking at parking companies in Europe with which ROUTEX partners have a valid agreement.

**** Road tolls include, for the Circle K Truck Diesel Card, road tolls imposed by road maintenance companies in Sweden, Norway and Denmark with which Circle K has a valid agreement or, for the Circle K Routex Europe Card, road maintenance companies with which ROUTEX partners have a valid agreement.

3.3. Validity/Termination

This agreement is valid until further notice. The parties are entitled to terminate the agreement in writing by giving thirty (30) days' notice. Notwithstanding the termination or expiration of this agreement, the Account Holder is liable to pay all debts charged to the Account. Circle K cards issued are valid for the time indicated on the card. Replacement cards are issued automatically before the end of the Circle K card's validity if the Account Holder and Cardholder have adhered to the terms and conditions of the Circle K card. Once the new Circle K card has been received, the Cardholder must destroy the old one by cutting it in two. Circle K cards are the property of the Issuer, and the Cardholder must promptly return the Circle K card if required by the Issuer. Circle K reserves the right to close the Account immediately if the Circle K card

is used improperly or when the Issuer otherwise deems this to be appropriate. If the Account Holder dies, becomes bankrupt, becomes subject to reorganisation, the right to use the issued Circle K card ceases. If the Account Holder does not fulfil its obligations in accordance with this agreement or other obligations towards the Issuer, misuses the Account or the Account goes overdrawn, the Issuer is entitled to terminate the agreement with immediate effect and demand the full payment of debt charged to the account, plus interest and costs. The same applies if a defaulted payment is recorded for the Account Holder, or the Issuer otherwise has good reason to assume that the Account Holder will be unable to fulfil its obligations in accordance with this agreement. In these cases, the Account may not be used for further purchases, and the Circle K card shall be cut in two and returned to the Issuer immediately. A record may be made in the misuse directory if credit is terminated because of a severely neglected payment obligation, grossly exceeded credit limit, or due to credit being granted under false premises.

3.4. Prices and discounts

For fuel purchases using the Circle K Truck Diesel Card, unless otherwise pledged or agreed between the parties, the truck fuel prices displayed on Circle K's website www.circlek.se apply (the "Price"). For Circle K Truck Diesel Cards, the fuel discount applies to the Price as set by the Issuer on the basis of the Account Holder's estimated or actual purchase volume. The fuel discount may be adjusted based on changes in actual purchase volumes, for example.

For fuel purchases using the Circle K Routex Europe Card, unless otherwise pledged or agreed between the parties, the current negotiated fuel discount applies to the following prices:

- Circle K's local truck list price for diesel, valid in Denmark, Norway, Estonia and Lithuania, and
- the local pump price in other countries where the Circle K Routex Europe Card can be used (applies to all fuels).

4. Card use

4.1. Responsibility for the Circle K card and PIN code.

The Account Holder is responsible for the payment of all purchases, interest and fees charged to the Account and is responsible for ensuring that the credit limits granted are not exceeded. A PIN code for the Circle K card is issued separately and in a sealed envelope. The amounts and quantities recorded for purchases made using a Circle K card and PIN code are charged to the Account Holder without written acknowledgement of goods received. For purchases against sales notes, the Cardholder shall acknowledge the purchase by signing the sales note. The use of Circle K cards in accordance with the above is considered as acceptance of the goods received and forms the basis for billing. The Circle K card is blocked against further use if the PIN code is entered incorrectly three (3) consecutive times. The Circle K card can be used without a PIN code at parking meters and road tolls.

The Account Holder undertakes to ensure that the Cardholder:

- safely stores the Circle K card so that it does not end up in the wrong hands,
- never keeps the vehicle card and driver card together when using the dual card system. The vehicle card must be kept in the vehicle, and the driver card with the driver,
- destroys both the envelope and message as soon as the PIN code for the Circle K card is removed from the envelope, and that the PIN code is not disclosed to any unauthorised persons,
- does not write down the PIN code on the Circle K card, nor attach the PIN code or note of the PIN code to the Circle K card or store it in the same sleeve or cover as the Circle K card,
- does not write down the PIN code in a way that identifies it as being a PIN code or its association with the Circle K card,
- immediately notifies the Issuer if it is suspected that an unauthorised person has obtained knowledge of the PIN code or if the Circle K card has been used without authorisation,
- observes the regulations applicable to the Circle K card.

The Account Holder is liable to the Issuer for any damage caused through negligence on the part of the Cardholder when managing the Circle K card or PIN code. Point 4.3 below applies with regard to payment obligations in the event of the unauthorised use of the Circle K card. The Circle K card is a valuable document and must be stored and handled securely just like money and other valuable documents. If the Circle K card is not being posted by the Issuer, it may only be posted within Sweden and by using recorded mail. If no purchases have been made using the Circle K card for a two-year period, the Issuer is entitled to deregister the Account Holder without notice.

4.2. Reporting loss

The Account Holder agrees to inform the Issuer immediately if the Circle K card is lost. The Issuer will then cancel the card. The loss of the Circle K card must always be reported to the police. See point 11 for the Issuer's contact details.

4.3. Payment obligations in the event of the loss of a Circle K card

The Account Holder is liable to pay all amounts charged to the Account through the unauthorised use of the Circle K card if the unauthorised transaction took place as a result of the Cardholder or other authorised person 1) failing to protect the PIN received, 2) losing the Circle K card through gross negligence, 3) breaching the terms and conditions of this agreement, or 4) otherwise losing possession of the card and not notifying the Issuer upon the immediate discovery of its loss. Once the loss of the Circle K card has been reported in accordance with the above, the Account Holder is liable only for amounts charged to the account through the unauthorised use of the Circle K card only if the Cardholder has acted fraudulently. The Account Holder is liable for all amounts charged to the Account through the unauthorised use of the Circle K card if he or she fails to notify the Issuer immediately after discovering the unauthorised transaction. The same applies if the Issuer provides the Account Holder with information about the transaction and the Account Holder fails to notify the Issuer within three (3) months of the amount being charged to the account. To avoid the misuse of the Circle K card as far as is practicable, Circle K's outlets will ask for proof of ID for all purchases over SEK 200 (does not apply to purchases using a PIN code).

4.4. Complaints

The outlet that supplied the goods or services which were paid for using the Circle K card is liable to the Account Holder and Cardholder for defects in the product or service in accordance with each country's applicable legislation. Complaints about goods or services purchased using a Circle K card must therefore be made to the outlet where the purchase was made. The relevant receipt must be included/attached. Complaints regarding incorrect billing must be received by the Issuer within fifteen (15) days from the date of invoice. Otherwise, the Account Holder and Cardholder lose the right to invoke the error.

5. Transfer of agreement

The rights and obligations under these general terms and conditions may not be transferred by the Account Holder without the Issuer's written permission. Circle K is entitled to transfer its rights and obligations under this agreement, including the right to payment, to another party.

6. Terms of payment

6.1. Invoicing

Purchases made using a Circle K card are invoiced twice (2 times) per month unless otherwise agreed, and the invoice must be paid by the due date stated on the invoice.

6.2. Circle K Routex Europe Card – recovering VAT from purchases abroad.

Account Holders in possession of a Circle K Routex Europe Card receive monthly documentation for the recovery of VAT on purchases made outside Sweden under the applicable procedures.

6.3. Interest and fees

Invoice fee of 35 SEK per invoice is added on every purchase invoice. PDF invoice is still free. Interest is charged on overdue payments from the due date until the Issuer receives full payment. The interest on overdue payments is currently 24% per year. Statutory reminder and collection charges apply. For purchases abroad, the foreign currency is converted to SEK using the exchange rate applied by the Issuer, which includes an administrative surcharge. The Account Holder bears any currency risk from the date of purchase to the date of conversion by the Issuer.

6.4. Direct Debit

Direct debit refers to the automatic payment by bankgiro. The Account Holder acknowledges that withdrawals are made from the Account to the Issuer. The withdrawals are made on the due date of the invoice. If the due date falls on a public holiday, the withdrawal is made on the immediately preceding banking day. A pre-payment check is carried out the day before the due date, Bankgiro is not obliged to check the authorisation of the withdrawals made. A report of the withdrawals made is provided monthly. The Account Holder undertakes to ensure sufficient funds in the Account for the Issuer and bankgiro. In the event of default, the Account Holder undertakes to pay interest and fees on the ensuing debt balance pursuant to point 6.3. A condition for consent is that the Issuer is responsible for the accuracy of payments, and will repay on demand what may mistakenly or incorrectly have been transferred from the Account Holder's Account. Withdrawals from the Account may only be made if the Issuer notifies the Account Holder of the payment amount and due date no later than five days before the due date. If the Account Holder does not agree to the withdrawal, it must notify the Issuer immediately and no more than three bank days before the due date.

7. Information about and amendments to the general terms and conditions for the Circle K Truck Diesel Card

Circle K and Circle K ICC are entitled to amend these general terms and conditions without the Account Holder's prior approval. Such amendments shall come into effect thirty (30) days after they have been communicated to the Account Holder e.g. by way of an invoice/account statement, or through Circle K's website (www.circlek.se). By continuing to use the Circle K card, the Account Holder is assumed to have accepted the new terms and conditions. The currently applicable terms and conditions are available at www.Circlek.se, or can be ordered through Circle K's Customer Service Centre. See point 11 for contact details.

8. Grounds for relief

Circle K and Circle K ICC are not liable for damages due to Swedish or foreign legislation, Swedish or foreign government actions, acts of war, sabotage, strikes, blockades, boycotts, lockouts, riots or other similar circumstances. The reservation of strikes, blockades, boycotts and lockouts also applies if Circle K or Circle K ICC is itself subject to them or takes such conflict measures. Losses arising in other cases shall not be compensated by Circle K or Circle K ICC if they acted with due care. Circle K and Circle K ICC are not liable in any circumstances for any indirect damage or loss. The Account Holder is not entitled to damages due to a shortage of goods, the failure of Circle K's, Circle K ICC's or a Routex partner's equipment or changes in the station network or other outlets. Similarly, the Account Holder is not entitled to damages due to the outlet no longer accepting Circle K cards as a method of payment.

9. DPA - the processing of personal data

The Issuer is responsible for processing the Account Holder's and Cardholder's personal data as required to administer the Account and Circle K card. In cases where the Account Holder is a legal entity, the Account Holder undertakes to obtain the Cardholder's consent for the processing of personal data in accordance with this provision. Personal data submitted in conjunction with the application for a Circle K card or otherwise in connection with this agreement, or recorded in connection with the preparation or administration of a task (e.g. credit check, business evaluation, and information about the use of the Circle K card) are handled by the Issuer to fulfil the company's legal obligations and obligations under this agreement. Personal data may also constitute a basis for Circle K's and Circle K ICC's market and customer analyses, business and methodology development, as well as for statistics and risk management purposes. Circle K and Circle K ICC may also, if there is no direct marketing block, use the data for marketing purposes. Personal data may sometimes, with regard to applicable confidentiality rules and for specific purposes, be disclosed to other companies within the Circle K Group or other companies that Circle K and Circle K ICC cooperate with, such as companies managing Circle K's customer service. The Account Holder agrees that the Account Holder will automatically receive information about offers etc. and gives Circle K and Circle K ICC the right to disclose information about the Account Holder's purchases of goods and services for this purpose. By using the Circle K card for purchases, the Account Holder agrees to Circle K and Circle K ICC recording, saving and disclosing purchase information and processing the personal data provided for the above purposes. The Account Holder agrees that Circle K and Circle K ICC is entitled by automatic means – by linking to other computerised directories of personal data such as PAR and the Swedish-Visa Registry – to update and populate Circle K's and Circle K ICC's customer directory with such personal data, which is a condition of efficient and effective customer care and directory management, such as ensuring correct name and address details for communications by post, online, and telephone. The Account Holder agrees to the use of this personal data in connection with targeted marketing. Personal data is held in a customer directory for the entire validity of the Circle K card, even if the card is cancelled. Personal data is not stored for longer than is necessary with regard to processing purposes. The Account Holder may, by writing to the Issuer at the address provided in point 11 below, request information regarding the data recorded about him/her, and for this data to be corrected or removed. The Account Holder may also make a written application to the Issuer if the Account Holder does not want its data to be used for direct marketing – a direct marketing block. If the Circle K card is blocked due to, for example, an exceeded credit limit, neglected payment obligations, or due to the granting of credit under false pretences, information about this misuse may be recorded. The Account Holder is responsible for submitting the information requested, as complete information is necessary for issuing a Circle K card.

10. Choice of law and dispute resolution

Swedish law applies to this agreement. Disputes arising from this agreement shall be brought before a general court, and Stockholm District Court in the first instance.

11. Handling of matters relating to the Circle K card

All matters relating to the Circle K Truck Diesel Card are handled by: Circle K Sverige AB
Truck Support
118 88 Stockholm, Sweden.
Tel.: +46 (0)20-320 325 www.circlek.se/trucksupport