

**EUROSHELL FUEL CARD**  
**General Terms & Conditions**  
**for Users having their seat in Romania and Moldavia**

Shell Hungary Zrt. lays down the rules on the use of the euroShell fuel card as well as the relating services in the following General Terms and Conditions. These General Terms and Conditions hereby supersede the previous General Terms and Conditions for the euroShell card Services. These General Terms and Conditions shall be superseded by any later version of the General Terms and Conditions, as amended.

## 1. Definitions

In these General Terms and Conditions the following words, terms or expressions shall have the following meanings:

**“Agent”** means SHELL ROMANIA SRL, registered at Ing. George Constantinescu Street, 4B and 2-4, Building A, floor 7, office 727, District 2, Bucharest, 020337, corporate registration number: J40/3221/2021, sole registration code: 43785543, VAT number: RO43785543, a legal entity registered under the Romanian law and having its seat in Romania, and who is the commercial agent of Shell in the performance of this agreement, and who shall perform customer services and shall handle all direct customer contact on behalf of Shell.

**“Associated Person”** means any natural or legal person associated with and/or that has a financial link with the User (e.g. the Cardholder, any third person granting a security or members of the same group of companies as the User).

**“Sales Voucher”** means a voucher produced manually or electronically, recording and proving the delivery of a Product to a Cardholder in connection with a Card transaction.

**“Acceptance Point”** means (a) the Shell site operator or another operator appointed by a member of the Shell Group and/or (b) any company with which a member of the Shell Group has entered into an agreement on the acceptance of the Card.

**“Control”** means, in relation to the company, having legal and beneficial ownership of not less than 50 per cent of the voting rights attached to its issued share capital.

**“Denied or Restricted Party”** means a party (i) targeted by national, regional or international trade or economic sanctions, including persons designated or listed by the United Nations, the United States of America, the European Union (EU) or an EU Member State, in their relevant lists in force, or (ii) directly or indirectly owned or controlled by or acting on behalf of the persons specified in point (i).

**“Authorised Cardholder”** means a natural person to whom the User transfers possession of the Card. The Authorised Cardholder shall use the Card on behalf of the User and at their liability.

**“euroShell fuel card” or “Shell fuel card”** (hereinafter jointly referred to as the **“Card”**) shall mean an embossed card issued to the User by Shell for the purpose of enabling Cardholders to purchase Products and which falls into the following categories:

- (i) driver card: a Card issued in the name of the Authorised Cardholder which may be used by the natural person (driver) indicated on the Card with a vehicle with any registration number. For the use of the Card, it is necessary that the signature on the Sales Voucher corresponds to the specimen signature on the back of the card. A Card shall not be valid unless the signature strip on the reverse of the Card has been completed;
- (ii) vehicle card: a card that may be used with the vehicle with the registration number indicated on the Card. In case of doubt, use of a vehicle card shall be deemed by Shell to be in relation to the vehicle whose registration number is indicated on the Card. It shall be the User’s duty to prove otherwise;
- (iii) driver and vehicle card: the Card may be used by the natural person indicated on the Card with the vehicle whose registration number is indicated on the Card. For the use of the Card, it is necessary

that the signature on the Sales Voucher corresponds with the specimen signature on the back of the card. A Card shall not be valid unless the signature strip on the reverse of the Card has been completed. Purchases using the driver and vehicle Card shall only be in compliance with the agreement if the Card is used by the person indicated on the Card with the vehicle indicated on the Card. In case of doubt, use of a Card shall be deemed by Shell to be in relation to the vehicle whose registration number is indicated on the Card. It shall be the User's liability to prove otherwise;

- (iv) OPEN card: the Cardholder may use the card with a vehicle with any registration number; in such a case, none of the restrictions specified above in this clause shall apply. In case of doubt, Shell will presume that the holder of the Card is the Authorised Cardholder. It shall be the User's liability to prove otherwise.

euroShell fuel cards may be used both in Romania and abroad.

**“euroShell Website”** [www.shell.com.ro](http://www.shell.com.ro) or a website available at another URL as notified to the User from time to time.

**“User”** means a company or entrepreneur, which has entered into a contractual relationship with Shell for the use of a Card by signing the Commercial Terms.

**“Payment Information”** means a financial document issued by Shell that records foreign purchases made using the euroShell fuel card, regarding which purchases the foreign Service Provider may and shall issue the relevant invoices pursuant to the foreign laws (e.g. for the purpose of VAT refund, tolls), or regarding which purchases no invoice needs to be issued according to the foreign laws (e.g. items collected as taxes), but the User has not yet paid their amount.

**“Third Party Service”** means any service or Product that can be purchased at Acceptance Points not bearing the Shell brand logo or in networks bearing the Shell brand logo but not owned by Shell, as well as any service provided by Shell on behalf of another party, in particular the opportunity to pay tolls, road tax and to purchase e-vignettes, e-toll, e-vignette, tunnel, bridge, ferries, ROLA transport, break-down assistance, customs clearance, levy, fine payment, truckwash, carwash, tank cleaning, parking and any other type of services provided to User by a Third Party Service provider, and the provision of a VAT and excise duty refund service. Shell is entitled to determine what Third Party Services are provided to Users and may unilaterally change or terminate the scope of Third Party Services.

**“Password”** means the user password necessary for using Online Services.

**“Personal Data”** means any information relating to an identified or identifiable individual, including through identification by means of online identifiers, device IDs, IP addresses or similar methods.

**“Cardholder”** means the User and the Authorised Cardholders.

**“Card Limit”** means a limit set by Shell for each Card, up to which the User may use the Card for purchases in a calendar month. Purchases in excess of this limit shall not be allowed by the technology of the Shell systems.

**“Card and Service Fees”**: fees and charges specified in the Commercial Terms, in this GTC, in the Service Application Form, any notice or communication material (including those published from time to time on the euroShell Website or communicated to customers by e-mail) to cover the costs of services in connection with the operation of the euroShell system and the provision of Third Party Services.

**“Card Limit Management”** means an additional service available through the Online Service, through the use of which the Online User may set individual limit settings which are not included in the Agreement, in connection with the use of the Card, for a fixed or an indefinite term, without amending the Agreement.

**“Card Application Form”** means a form for ordering Cards, to be filled in and submitted by the User on paper or electronically, on which the User orders the type and category of the Card and specifies the individual settings belonging to each Card.

**“Commercial Terms”** means an individual agreement belonging to, supplementing or amending the General Terms and Conditions and containing the specific provisions applicable to the User or any amendment, addendum to such Commercial Terms.

**“Restricted Jurisdiction”** means countries that are subject to comprehensive trade sanctions or embargoes.

**“Limit(s)”** means a limit set or accepted by Shell regarding the Card, applied based on the technology of the Shell systems or based on the Agreement. In particular the following shall be regarded as a limit: the Spending Limit, the Card Limit and the individual limit set through the Advanced Controls Tool.

**“List price”** means a list price of Fuel determined by Shell and published on Shell Fleet Hub.

**“Agreement”** means the agreement in force entered into with the User on the provision and use of the Cards, which includes the Commercial Terms, the General Terms and Conditions, the Card Application Form, the Service Request Form and any Annexes.

**“Online Service”** means a service that is available on Shell Fleet Hub Web.

**“Online User”** means a natural person designated by the User who is entitled to act as an administrator regarding the Online Service. The interface of the Online Service is managed by the Online User on behalf of the User and, based on this, the Online User may give access rights, order cards, set limits and alerts and perform other user settings on behalf of the User.

**“Online User ID”** means the identification code necessary for using the Online Service, provided to the User by Shell. The Online User may set additional identification codes in the SFH system.

**“PIN”** means the secret identification number that belongs to the Card.

**“PIN Mailer”** means the document and any packaging used to deliver the PIN associated with any individual Card to the User.

**“Alert”** means a message sent automatically to the e-mail address specified by the Online User when the conditions specified in advance by the Online User through SFH occurs.

**“SMS Alert”** means an SMS message sent by Shell to the mobile phone number provided by the User for transactions which were identified in Shell’s security system – on the basis of an algorithm specified– as a potentially suspicious transaction for any reason following the execution of the transaction.

**“Shell”** means **Shell Hungary Zrt.** (H-1113 Budapest, Bocskai út 134-146.).

**“Shell Fleet Hub system”** or **“SFH”**: system that ensures the use of the Online Service.

**“SFH Web”**: a Shell Fleet Hub system accessible through the URL [www.fleethub.shell.com](http://www.fleethub.shell.com).

**“Shell Group”** means Royal Dutch Shell plc and any company (including but not limited to Shell) which is directly or indirectly controlled by Royal Dutch Shell plc.

**“Intellectual Property”** means patents, trade marks, service marks, rights (registered or unregistered) to any designs, applications for any of the foregoing, trade or business names, copyright (including rights relating to computer software) and topography rights; know-how, lists of suppliers and customers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consent in respect of any of the rights and forms of protection listed in this definition.

**“Service Request Form”** means a form for ordering any Products or services by the User.

**“Product”** means any goods or services which a Cardholder may purchase on behalf of the User at an Acceptance Point, using the Card, pursuant to the Agreement. The purchase category which applies to

any given Card will appear on the face of the Card. Shell will presume that the user of the Card is the Authorised Cardholder.

**"Fuel"** means gasoline, diesel, adblue additive sold via pump, LPG, CNG, LNG or any other fuel.

**"Spending Limit"** means the amount set by Shell and expressed in Euro, up to which limit Shell provides the opportunity to use the Card with the option of deferred payment, and which amount is based on the assessment of commercial solvency performed by Shell or a third party based on data provided by the User and on publicly accessible data, or, if Shell has also requested security from the User, based on the security provided by the User. Shell monitors the amount of the Spending Limit such that it includes the consideration payable for purchases which have already been invoiced as well as purchases not yet invoiced but registered in the system. The Spending Limit is for information purposes only with regard to the value of services intended to be purchased by the User and does not mean that the User's cards will automatically be barred if the amount is exceeded. Shell may amend or cancel the Spending Limit at its discretion upon notice to the User. The User agrees that, if requested by Shell or Agent, it shall transfer to Shell or Agent all financial and company information (e.g. balance sheet, etc.) required for the Spending Limit or the (repeated) performance of the assessment, within 10 business days at the latest. Failure to provide such information shall be considered a breach of contract.

**"Electronic Signature Program"** has the meaning as detailed in Clause 3.11.1.

**"Access Code"** has the meaning as detailed in Clause 3.11.2 below.

## **2. Acceptance of the General Terms and Conditions**

- 2.1. By signing the Commercial Terms, the User also accepts these General Terms and Conditions.
- 2.2. In the event that the User discloses information to Shell about Associated Persons, the User represents and agrees that it:
  - (a) has the necessary authority to act on behalf of the Associated Persons, is entitled to disclose information about the Associated Persons, and has complied with applicable legislation;
  - (b) is aware (and has made any Associated Persons aware) that the information provided may be processed in accordance with the provisions of Clause 12 (Personal Data Protection) below;
  - (c) will facilitate any assessment in relation to any Associated Person;
  - (d) will inform Shell without delay (and cancel the relevant Card(s)) in the event that links with any Associated Person(s) are severed such that it should no longer be treated as an Associated Person by Shell.

## **3. Conclusion and entry into force of the Agreement; ordering and transferring Cards**

- 3.1. The Agreement shall be concluded on the day when the Commercial Terms are signed and shall enter into force if both of the following conditions are met (whichever occurs later): (a) the Parties have agreed on the provision of security, upon provision of the security specified in the Commercial Terms and acceptance of the same by Shell and (b) on the day when Shell has received the Commercial Terms signed and returned by the User to Shell (as shown in the stamp "received").
- 3.2. After the conclusion and entry into force of the Agreement, the receipt of all documents related to the conclusion of the Agreement and the acceptance of the card application form, Shell will arrange the production of the Cards and the PIN ordered by the User. Shell directly, or through the Agent may reject any application without offering an explanation. The User may only order Cards for itself.
- 3.3. Cards will be provided after the Agreement has become effective and all documents relating to the conclusion of the Agreement have been received. Shell directly or through the Agent will send the Cards and the PIN in the PIN Mailer, to the address specified by the User or to the User's registered address.

- 3.4. The Card shall be sent to the User by post, no later than within 15 calendar days from the acceptance of the application. The User must notify the Agent immediately if it does not receive the Card within 15 calendar days and Shell shall not be liable for any damage caused by the User's failure to notify the Agent. All related risks shall be borne by the User and Shell shall deem the Card to have been provided to the User. Any changes to the above addresses shall only become effective once Shell or the Agent has received notification of these changes signed by an authorised signatory of the User.
- 3.5. The User may specify any PIN in the event of ordering Cards via the Online Service, in which case the User must ensure that a separate and appropriately secure PIN is set for each Card. In this case Shell will not send the PIN by post to the user. Driver cards and driver and vehicle cards, as well as the relevant PINs, may only be used by the appropriate Authorised Cardholders indicated on the Cards, and the PINs may not be disclosed to any other person. Vehicle cards and the related PINs may be used by the Authorised Cardholders who drive the vehicles concerned. OPEN cards and the related PINs may be used by Authorised Cardholders. Shell will presume that the person who presents the Card and knows the PIN is the Authorised Cardholder. The PIN must be memorised by the Authorised Cardholder and any document on which it was supplied must be destroyed. The PIN must not be kept in any other written format. The User will be liable for complying with these requirements, and also for any use of the Card with a PIN by any person, whether authorised or not, as well as for any damage arising.
- 3.6. If the User applies for another Card, Shell directly or through the Agent may request additional financial security. If the User fails to provide the financial security requested by Shell, Shell may reject the application for the additional Card.
- 3.7. After the expiry of a Card, the replacement Card shall be sent directly or through the Agent to the User's address indicated on the Card Application Form or to the address provided by the User to Shell or Agent in writing for the purpose of posting the Cards, or to the User's registered address.
- 3.8. The User may choose from different categories of cards, which entitle the User to purchase different Products. The card category requested by the User shall be indicated on the Card Application Form.
- 3.9. The euroShell fuel card may be used in accordance with the restrictions applicable to the card type specified on the Card Application Form, and in the countries specified on the euroShell Website, as amended from time to time. Additional services provided by third parties may also be attached to euroShell fuel cards. The detailed description and the conditions of using such services can be found on the euroShell Website.
- 3.10. Reissue or 'resale' of Cards is not permitted.
- 3.11. Signing documents electronically
  - 3.11.1. If initiated by Shell, the Parties may sign the Agreement, its annexes or its amendments, as well as any other agreements, contracts or other documents resulting from or made in connection with the Agreement by electronic signature, using an e-signature program approved and provided by Shell (e.g. DocuSign) (hereinafter: "**E-signature Program**"). The User confirms that before using the E-signature Program, it has read, understood and accepted by operating conditions of the E-signature Program.
  - 3.11.2. The User is obliged to provide Shell with the name, e-mail address and mobile phone number of the person(s) entitled to sign on its behalf via electronic signature. Shell will send the documents to be signed to the e-mail address provided by the User and the access code (the "**Access Code**") either in SMS to the mobile phone number or to the e-mail address provided by the User. The User is obliged to maintain the security of the e-mail address and mobile phone number provided by it; if, for any reason, the e-mail address or mobile phone number becomes unsafe (e.g. in the event of theft, loss of mobile phone, etc.), the User is obliged to notify Shell immediately and to provide Shell with a new e-mail address and/or mobile phone number for electronic signature purposes.

- 3.11.3. Any document signed via the E-signature Program and the declarations contained in such document shall be valid, binding and enforceable on each Party. To the extent permitted by law, the Parties expressly renounce any rights conferred by law to challenge the legal status and legal value of an electronically signed document with the E-signature Program.
- 3.11.4. The document may be signed in several copies, each of which, once signed electronically, is to be considered as original and all signed variants constitute one and the same instrument. An electronically signed document once sent by e-mail in .pdf format will be considered original and legally binding between the Parties. The electronic signature will be applied only on the last page of the contract, amendment, annex, addendum or other document to the place designated for that purpose.
- 3.11.5. The User shall ensure that the person(s) entitled to sign documents with electronic signature has/have signature rights to duly represent the User. On the basis of the foregoing, the User shall not challenge that the persons were not entitled to represent the User and, by such reference, the User may not be exempted from the performance of the obligations under the document.
- The User shall be liable for any damages if the person nominated by the User for electronic signature was not entitled to represent the User, or if the email address or mobile phone number of the designated person and/or the unique Access Code was obtained by an unauthorised person or became available for any unauthorised use by any person.

#### **4. Card Use**

- 4.1. The User shall use all reasonable endeavours to ensure that Cards are only in the possession of and only used by Authorised Cardholders. A Card shall not be valid unless the signature strip on the reverse of the Card has been completed in accordance with the instructions issued by Shell or the Agent from time to time. Cards remain the property of Shell at all times and the User shall promptly return them to Shell or the Agent at Shell's or Agent's request.
- 4.2. The Cardholder can only use the Card:
- (a) if the Card is valid, it has not expired, it has not been cancelled, it has not been blocked or reported as lost or stolen; and
  - (b) if the Cardholder receives Products from the Acceptance Point by using the Card; and
  - (c) if the Cardholder, by using the Card, purchases Products specified by the purchase category of the Card, within the geographical and network restrictions of the Card; and
  - (d) if Products are purchased up to the Limits applicable to the Card; and
  - (e) if the Cardholder inputs the PIN where required by the Acceptance Point.
- 4.3. The User understands that the Products may be purchased
- (a) directly from Shell, whether or not Shell actually delivers the Products (the Products may be physically delivered by the relevant Acceptance Point); or
  - (b) from the Acceptance Point.
- Nevertheless, the User shall pay the purchase price of the Products to Shell in all cases when purchases are performed using the Card as per Clause 8.1. below.
- 4.4. It is the obligation of the Cardholder to collect and safeguard any Sales Vouchers issued at the time Products are purchased. Verification or checking of the Authorised Cardholder's signature on the Sales Voucher is outside the scope of the Agreement. Cardholders may not leave Cards on the premises of Acceptance Points.
- 4.5. The User shall ensure that each Authorised Cardholder complies with the Agreement and any procedural requirements of Acceptance Points in respect of any Card transaction, and that no Card remains in the possession of any person who has ceased to be an Authorised Cardholder. The User represents and warrants that each Authorised Cardholder has been given authority to use the Card as the duly authorised representative of the User.
- 4.6. Shell may refuse to accept the Card for any reason relative to the Card or the Cardholder, and the User understands and accepts that Shell will not be liable for damages in connection with the

rejection of the Card. The Card may be used for purchasing Fuel for the tanks of vehicles. This provision may only be deviated from in exceptionally justified cases. The Acceptance Point may reject the use of a Card if the Cardholder has not put the Fuel into the tank of the vehicle. Irrespective of any Limit(s) or other restrictions, the User shall be responsible for the use of the Card and, based on this, the User shall pay Shell for all purchases made using the Card in all cases. Should the Cardholder fail to comply with the provisions of the Agreement, all damages arising in connection with this shall be borne by the User.

- 4.7. The Card is valid from the date of issue until the 24th hour of the last day (month/year) indicated on the Card. The Card must be replaced before, and cannot be used after its expiry. Unless the User provides otherwise in writing, Shell will automatically issue and send directly or through the Agent the User a replacement Card prior to the expiry of the Card.
- 4.8. The User shall destroy expired Cards by cutting the Card across the magnetic stripe.
- 4.9. When using the Card, the card must be read at the Acceptance Point through the card terminal (with the identification of the magnetic strip and/or chip), the PIN must be entered correctly and the Sales Voucher must be signed in order for the User to be able to complete the purchase in question. By entering the PIN, the Card user confirms the purchase. The person using the PIN shall be deemed by Shell to be the person authorised to use the Card. The User bears the burden of making any proof to the contrary. If for technical reasons the Card cannot be accepted at the Acceptance Point (e.g., the card terminal is out of order or the PIN code cannot be entered into the card terminal etc.), or Shell or the Acceptance Point otherwise refuses to accept the card, the User agrees to pay the full consideration for the Products purchased at the Acceptance Point using cash or cash equivalents.

The User may verify the purchase with their signature only at Acceptance Points with manual card readers or with card readers that do not require a PIN.

After the PIN has been entered, the Cardholder must sign the Sales Voucher provided to them in all cases. The Sales Voucher includes the scope of Products purchased with the Card.

- 4.10. Shell lays down that, in the case of vehicle cards, even if the correct PIN is entered, any employee of the Acceptance Point shall be entitled to check whether the purchase has been made for the vehicle whose registration number is indicated on the Card. The Acceptance Point shall be entitled to refuse to accept the Card if the registration number of the vehicle does not match the registration number on the Card. In such instances, the purchase must be paid for using cash or cash equivalents.

Shell lays down that, in the case of driver cards, any employee of the Acceptance Point shall be entitled to check whether the purchase has been made by the natural person indicated on the Card. This may include requesting a photo ID. The Acceptance Point shall be entitled to refuse purchases attempted by unauthorised persons. In such cases, the purchase must be paid for using cash or cash equivalents.

- 4.11. The Acceptance Point may refuse to accept the Card in particular in the following cases:
  - (a) the Card has been blacklisted;
  - (b) the Card has expired;
  - (c) the external appearance of the Card shows that it has been altered or damaged;
  - (d) fraudulent use of the Card is suspected;
  - (e) the purchase breaches any Limit;
  - (f) the User attempts to purchase Products which are not authorised for that particular Card category.

The User shall make the payment for the purchase using cash or cash equivalents in the above cases.

- 4.12. The purpose of introducing and applying the restrictions mentioned in this clause 4 is to protect the safety of the User, therefore Shell accepts no liability if the Acceptance Point refuses to accept the Card in the above cases.

- 4.13. Products will be sold in accordance with the terms of sale, at the prices indicated and in the currency used at the Acceptance Point.

## **5. Online Services and SMS Alerts**

- 5.1. The Online Service enables Online Users to manage orders relative to their Cards, to retrieve information regarding Card transactions and to analyse such information using reporting facilities available through the Online Services. The Online Services are accessible on SFH Web.
- 5.2. The User who uses the Online Service shall appoint an Online User as the administrator and manager of the interface of the Online Services. The User shall inform Shell or the Agent if the administrator is replaced. Users will be allocated an Online User ID and a Password (via email) to enable them to use the Online Services.
- 5.3. The User understands that Online Users are authorised to represent it, and agrees that it is responsible for the safekeeping of Passwords and Online User IDs, and that it will (and will ensure that Online Users also) comply with any instructions Shell or Agent may issue regarding use of the Online Services, including security measures. The User is liable for the use of the Online Service by any person, authorised or unauthorised, who accesses the Online Service using any Passwords or Online User IDs issued to the Online User.
- 5.4. The User shall (and shall ensure all Online Users shall) report any malfunction of the Online Service to Shell through the Agent without delay. The User shall inform Shell through the Agent in all cases where there is a circumstance that may affect the Online Service owned by Shell or if there is a suspicion of unauthorised data access. Any damage arising from providing such information late or a failure to provide information shall be borne by the User. If abuse is suspected, Shell through the Agent may suspend the Online Service or provide a new Password.
- 5.5. Whilst Online Users are entitled to review the data obtained via the Online Service and distribute it within the User's organisation, Shell's prior written consent will be required for any other use (including reproduction or publication) of such data. Online Users are not permitted to make the Online Service, or any data derived from the use of such, available to any third party.
- 5.6. Shell reserves the right to act as follows at any time, without offering an explanation:
- (a) alter the format or content of the Online Service;
  - (b) undertake any maintenance, repair or improvement to the Online Service that may be required for its proper functioning, in which case it may suspend the Online Service (without notice in the event of an emergency) and/or give such instructions to Online Users as it deems reasonably necessary;
  - (c) suspend the Online Service or deny access to any Online User in the event of breach of the Agreement;
  - (d) block the Online User's access to the Online Service; and/or
  - (e) discontinue the provision of the Online Service.
- 5.7. The User accepts the Online Service and the data available via this service "as is" and any use of the Online Service shall be undertaken at the User's account and risk. Whilst Shell uses reasonable care and expertise to ensure that the Online Service is available and the data provided via the Online Service is accurate and complete, it cannot provide any guarantee in relation to such availability or data. Shell is not responsible for the consequences of changes made to Card functionality via the Online Service.
- 5.8. The User's electronic card transaction data will be entered into the Shell Fleet Hub system 48 hours the latest after the transaction concerned. Shell must ensure access for the Online User to the transaction data relating to the Card up to that deadline.
- 5.9. Shell will assume no responsibility for any damages or other detriments or costs arising from the temporary inoperability of the Shell Fleet Hub system. The User accepts that it is technically impossible to provide the SFH Web, and the Online Service without any interruption. Shell will not be responsible for any legal consequences arising from any inaccuracy or delay in data supply.



- 5.10. At the User's request, Shell may send e-mail Alerts to the User via the Shell Fleet Hub system, and Shell will not be responsible for any damages arising from any delay in reading such alerts and it will not guarantee that the data provided in this manner is complete.

If the User requests Shell to send e-mail Alerts to it, (a) the User shall ensure that it receives and is able to read such Alerts, and Shell will not be responsible for any damages arising from the User's failure to do so; (b) although Shell will exercise due care regarding the content of Alerts, it will not guarantee that the content of Alerts will be full and accurate in every case; (c) if Alerts are sent, it shall not exempt the User from its obligations relating to the use of the Card, as laid down in the Agreement; (d) the User shall immediately inform Shell of any complaints it may have regarding the Alerts in writing.

- 5.11. The User agrees

- (a) to use the Online Service according to Shell's guidelines;
- (b) to provide the devices and Internet connection necessary for access at its own cost;
- (c) to provide protection for its IT system at its own cost;
- (d) to be exclusively responsible for storing, using and protecting the data downloaded from the Shell Fleet Hub system.

- 5.12. SMS Alerts

Based on the User's request, Shell sends an SMS Alert to the mobile telephone number provided by the User. The SMS Alert service may be requested in writing. Shell will not be responsible for any damages arising from any delay in reading SMS Alerts and it does not guarantee that the data provided in this manner is complete.

If the User requests Shell to send SMS Alerts to it, (a) the User shall ensure that it receives and is able to read SMS Alerts, and Shell will not be responsible for any damages arising from the User's failure to do so; (b) although Shell will exercise due care regarding the content of Alerts, it does not guarantee that the content of SMS Alerts will be complete and accurate in every case; (c) the sending of Alerts does not exempt the User from its obligations relating to the use of the Card set out in the Agreement.

## 6. Blocking Cards and the responsibility of the User

- 6.1. If a Card is lost, stolen, abused, remains in the possession of a person who has ceased to be an Authorised Cardholder, or the User wishes to block a Card for any other reason, the User is obliged to notify the Agent immediately. This notification can be submitted through the Online Services, in writing by filling in a form, or by calling the Customer Service Centre at the telephone number **+40 373788652**.
- 6.2. After examining the form and checking the customer account number, Shell will block the Card at the latest by the 24th hour of the second business day after the notice has been submitted; the User shall be responsible for all purchases that have been performed before the date and time of that blockage. The User shall have no further liability for Card transactions made with the relevant Card after the expiry of this time period.
- 6.3. Where a Card is lost, stolen or abused, the User shall provide the Agent with all relevant information as to the circumstances of the loss, theft or abuse. The User must also notify the police of any theft or abuse and obtain a police report, a copy of which must be provided to the Agent. Where a Card remains in the possession of an Authorised Cardholder, the User shall ensure that any blocked Card is destroyed, and such destruction shall include cutting the magnetic stripe on the Card (this also applies to any Cards that have been reported as lost or stolen but are subsequently recovered).

#### 6.4. Temporary card blocking

The User may block the Cards individually in the Shell Fleet Hub system for a limited period or for a pre-defined period. If the User does not specify the period of temporary release of the Card blockage in advance, the temporary release of the Card blockage must be requested by the User. Temporary card blocking is only valid at Acceptance Points with online authorisation and therefore the service is not available in e.g. acceptance networks selling only road usage fees or charging toll. Shell executes a temporary Card blocking and releases the blocking not later, than within 6 minutes from the receipt of the request through SFH which, in view of the above, enters into effect only at Acceptance Points with online authorisation.

6.5. Shell or the Agent may request the return of any or all Cards or cancel or suspend any or all Cards at any time without notice, or refuse to reissue, replace or renew any Card, including but not limited to the following cases:

- (a) if the Spending Limit, the Card Limit or another Limit is exceeded;
- (b) With regard to invoices or payment information issued by Shell, if the User fails to meet its payment obligation, on the banking day following the payment deadline;
- (c) if the security has expired, lost its validity or its value, or if the User has failed to provide any in spite of Shell's request to this effect;
- (d) if there is a risk that the Card will be used in an unsecure manner;
- (e) if any company that has common ownership with the User and is also a euroShell partner has been banned because it has exceeded the Spending Limit or because it has missed a payment deadline, Shell shall be entitled to cancel the euroShell Cards of all partner companies of the same group;
- (f) if the User does not use its Card for 13 months, Shell may block the Card after the end of the 13th month;
- (g) if the Agreement is terminated for any reason, concurrently with the termination of the Agreement. If the day on which the Agreement is terminated is a not a working day then Shell will be entitled to block the Card on the previous business day;
- (h) if fraudulent, illegal or unlawful use of any Card or account is suspected;
- (i) if Shell receives a credit reference in relation to the User which, in Shell's reasonable opinion, is unsatisfactory;
- (j) if any Cardholder or User is in breach of the Agreement;
- (k) otherwise, as provided under the Agreement, including these General Terms and Conditions, annexes, related documents.

Where all Cards of the User are suspended by Shell for any reason then all amounts due from the User to Shell become payable forthwith and Shell may require the User to pay them before reactivation.

6.6. If Shell blocks all Cards of the User at the same time (blocking of the customer), that blocking will be neither final nor irrevocable; use of the Card may be reinstated once the reason for blocking has ceased to exist. If a specific Card is blocked at the request of either Party, the Card cannot be reactivated, and in such a case the Parties will act in accordance with the rules applicable to requesting new Cards.

6.7. If the Card is requested to be returned or it is blocked or suspended, the User shall be responsible for any use of the Card before its actual blocking or destruction, and the User shall pay Shell the consideration for any use of the Card before its blocking or suspension. Shell shall not be liable for any damages caused to third parties or to the User as a result of blocking the Card.

### 7. Prices, Card and Service Fees

7.1. The provisions on the prices of Fuel and other Products, as well as on rebates and discounts, are included in the Commercial Terms and in these General Terms and Conditions.

7.1.1 Unless stipulated otherwise, the rebates and/or discounts set out in the Commercial Terms shall be applied as a minimum level of rebates/discounts granted to the User. Nothing restricts Shell's right to unilaterally amend the agreed rebates/discounts to the benefit of the User, with due notification of such amended rebates/discounts to the User.

- 7.2. Unless otherwise specified in the Commercial Terms, the Fuel shall be sold to the User:
- (a) at the List Price of the Fuel applicable at all times for that country and for the type of Fuel, if refuelling takes place in Shell-owned network of petrol stations or in Shell branded but not Shell-owned network;
  - (b) (i) if there is no List Price for the Fuel applicable in that country or for a particular Fuel type in Shell-owned network or in Shell branded, but not Shell-owned network, or  
(ii) if refuelling takes place at a petrol station of a third-party network,

then Fuel shall be sold in accordance with the terms of sale, at the prices indicated and in the currency used at the Acceptance Point, according to the value indicated on the Sales Voucher of the Card transaction concerned or, if no Sales Voucher is issued when the Fuel is sold, according to the amount indicated in the invoice or payment information concerned.

- 7.2.1 Unless provided otherwise in the Commercial Terms, Products other than Fuel, will be sold in accordance with the terms of sale, at the prices indicated and in the currency used at the Acceptance Point, according to the value indicated on the Sales Voucher of the Card transaction concerned or, if no Sales Voucher is issued when the Product is sold, according to the amount indicated in the invoice or payment information concerned.

- 7.2.2. In addition to the cases covered by the Commercial Terms, Shell may: (i) suspend, modify or cancel any discounts granted to the User relating to any Fuel or any Product, or (ii) switch to List Price based settlement instead of the Acceptance Point price based settlement in relation to the sale of Fuel, by informing the User at least simultaneously with the implementation of such changes via the euroShell Website or via e-mail or via the Shell Fleet Hub or by any other means of communication, if:

(a) a change in the legislation will result in the increase of the costs of fuels, additives, other products or services covered by the Agreement, or an official price will be introduced for any fuel, additive, other product or service, or any legislation restricts or excludes Shell's right to set prices in any respect;

(b) Shell's sources of supply or its conditions are adversely changed;

(c) any change or circumstances occur which adversely affect the operation, activities, fuel procurement, sales and distribution processes of the Shell Group or of the Acceptance Points.

The use of any Card after the notification by Shell shall be considered as the User`s acceptance of the measures taken by Shell.

Shell will terminate the measures taken by Shell within 8 working days after the circumstances causing the changes cease to exist. Once the measures taken by Shell are terminated, the previously applied terms of the Agreement shall become applicable again.

- 7.3. The content and level of the Card and Service Fees payable by the User are included in the Commercial Terms, the General Terms and Conditions, Service Application Forms or any information material (including in particular information provided through the euroShell Website or via e-mail). Shell may modify the Card and Service Fees payable for the services at its discretion from time to time. Moreover, Shell reserves the right to impose further card and service fees at any time.

Shell shall be entitled, in particular, but not limited to, to increase the Card and Service Fees payable for the services and to establish additional Card and Service Fees in the following cases:

(a) a change in legislation results in an increase in the cost of fuels, additives or other products and services affecting the Agreement;

(b) Shell's source of supply or its terms and conditions change;

(c) any change occurs or circumstances adversely affect the operations, activities, fuel procurement, sales and distribution processes of the Shell Group or the Acceptance Sites.

Use of a Card following a change in Card and Service Fees shall constitute acceptance of the new Card and Service Fee.

- 7.4. In order to cover the costs of the operation of the euroShell system, Shell will charge the User Card and Service Fees, including but not limited to the following fees:

(a) Fuel Transaction Fee and Service Fee

Shell may charge Fuel Transaction Fee for Fuel purchases and Service Fee for on the road services or any other Third Party Services at a maximum rate of 7% of the gross value of the transaction, or at a lower rate unilaterally determined by Shell and communicated to the User via the euroShell Website or in e-mail or at a rate agreed otherwise in the Commercial Terms by Shell and the User. The fee is payable in EUR and is charged with the same date as the date of the transaction.

(b) Admin fees

Shell is entitled to charge admin fees, including but not limited to account registration fee, card fee, card issuance fee, paper invoicing fee, e-invoicing fee, VAT & Excise duty admin fee, etc. at a maximum rate of 20 EUR per service, or at a lower rate unilaterally determined by Shell and communicated to the User either via the euroShell Website or in e-mail, or at a rate agreed otherwise in the Commercial Terms by Shell and the User. The fee is payable in EUR and the date of performance is the issue date of the invoice.

- 7.5 Unless stipulated otherwise, nothing restricts Shell's right to unilaterally reduce any Card and Service Fee payable by a User, with due notification of such reduced fees to the User.

## 8. Invoices and Statements

- 8.1. In the event of purchases performed using a Card issued by Shell, the User shall pay the price for such purchases to Shell Hungary Zrt. in all cases, unless local law of the country of the refuelling provides otherwise.

The Parties shall perform payments in all cases based on invoices or payment information issued in accordance with the invoicing and accounting laws in force in the country of purchase.

Annex 1 of the General Terms and Conditions contain the list of countries and Acceptance Points where, in the event of purchases made with a euroShell fuel card, the Acceptance Point will issue the invoice for the User (provided the issue of such an invoice is required); Shell will send payment information to the User on purchases made in such countries or at such Acceptance Points. The User shall pay the amount included in the payment information to Shell Hungary Zrt. It will be the User's duty and responsibility to obtain an invoice from the Acceptance Point with regard to such countries or Acceptance Points.

- 8.2. Shell through the Agent shall send the invoices and/or payment information to the User in every invoicing period according to the frequency agreed in the Commercial Terms or, in the case of electronic invoices, it shall make such invoices available to the User electronically. The invoice and/or payment information will detail the Card transactions and any applicable Card and Service Charges for the relevant invoicing period.

Shell will issue and the Agent will send an invoice to the User in accordance with the conditions agreed in the Commercial Terms. Shell shall issue an aggregate invoice pursuant to Section 164 of Act CXXVII of 2007 (the VAT Act) to the User.

The invoice or the payment information shall contain detailed information on the purchases (transactions). The Parties will also establish the method and deadline of payment in the Commercial Terms.

Unless stipulated otherwise, the invoicing frequency and the payment deadline set out in the Commercial Terms shall be applied as a minimum invoicing frequency and a minimum payment deadline. Nothing restricts Shell's right to unilaterally amend these terms to the benefit of the User, i.e. to set longer invoicing frequency or longer payment deadline, with due notification of such amended terms to the User.

- 8.3. The Parties acknowledge that excise tax applies to Fuel and therefore Fuel sales are subject to strict and detailed regulations. By signing the Agreement, the User acknowledges and accepts that it is not entitled to resell Fuel to third parties.

The Parties agree that any transaction fees incurred in the course of settling the invoices or payment information, charged by the User's bank or any other bank cooperating with the User's bank, shall be borne by the User.

- 8.4. Shell converts the amount of foreign transactions into EUR in the case of non-EUR currency by applying the following exchange rate:

(i) in the case of purchases in Bulgaria and Russia, at the mid EUR exchange rate valid on the date of the transaction, published by the national bank of that country,

(ii) in the case of purchases in Hungary and Poland, at the mid EUR exchange rate valid on the date of issue of the invoice of foreign transactions, published by the national bank of that country,

(iii) in the case of purchases in Norway and Turkey, the mid EUR exchange rate of the European Central Bank valid on the date of issue of the invoice of foreign transactions, as published on the website of Reuters,

(iv) in the case of purchases in any other countries at the mid EUR exchange rate of the European Central Bank valid on the date of the transaction, as published on the website of Reuters.

- 8.5. If the User has consented to electronic invoicing, Shell will issue an electronic invoice or electronic payment information of the User's purchases and the services provided to the User, instead of issuing a paper-based invoice or paper-based payment information.

In the event of opting for electronic invoicing, the User also agrees that the member of the Shell Group and/or the Acceptance Point may issue an electronic invoice to the User instead of a paper-based invoice of the User's purchases made with the Card, provided that the invoicing party concerned is able to and, according to the laws applicable to it, is entitled to issue electronic invoices.

If later the User initiates switching to the issue of paper-based invoices instead of electronic ones, and Shell accepts that request for amendment then Shell will be entitled to charge an administration fee for issuing paper-based invoices. Shell or the Agent will inform the User of the introduction, level and any changes of the administration fee in accordance with the provisions of these General Terms and Conditions.

Electronic invoices and payment information will be available and downloadable for the User in the Shell Fleet Hub system for 13 month from the issue date.

The electronic invoice or payment information will be regarded as delivered to the User on the day when the electronic invoice or payment information is uploaded by Shell to the Shell Fleet Hubsystem. The User shall be obliged to continuously check the Shell Fleet Hubsystem and all electronic invoices and payment information uploaded to it. The User accepts that Shell or the Agent are not responsible for the consequences of not receiving the electronic invoices.

Without prejudice to the provisions of the preceding paragraph, Shell agrees to send an automatic notice via e-mail to the User's administrator indicated in the Shell Fleet Hub system regarding all new electronic invoices and payment information uploaded to the Shell Fleet Hub system. However, sending such an e-mail notification or any delay, omission or error in the same will not exempt the User from its obligation to continuously check the Shell Fleet Hub system in any respect. The User

shall pay the invoice or the payment information within the appropriate deadline (as indicated in the invoice or the information), irrespective of any delay, failure or error in the e-mail notification.

Shell ensures, that in case of electronic invoicing, the authenticity and the security of data are met, based upon Sections 168/A and 175 of the VAT Act, as amended, of Hungary.

The User will be responsible for informing Shell or the Agent at least 10 days before any change regarding the administrator and/or their e-mail address provided to Shell or to the Agent.

The User shall retain all electronic invoices and payment information for the period and in the manner prescribed by law. The User shall ensure that electronic invoices are retained in such a manner that excludes the possibility of amending such invoices subsequently and that provides protection against their deletion, destruction or corruption and excludes the possibility of unauthorised access.

## **9. Payment**

- 9.1. Payment by the User of any amount owed under the Agreement shall be made directly by the User, in EUR, by direct debit or bank transfer as specified in the Commercial Terms to the bank account nominated by Shell, in such a manner that funds are received into its account by the due date stated on the relevant invoice.
- 9.2. Settlement shall be in respect of the whole amount of all invoices due and owing at such date. If the User settles the invoice through a third party, the User will be responsible for ensuring that the User and the third party settle their accounts regarding the amount payable to Shell. Shell will not be obliged to check whether such settlement of accounts has been performed. If the third party indicates the company name of the User in the reference field of the transfer in an identifiable manner, its identification number in Shell's registration system or the number of the invoice to be paid then Shell is entitled to set off the amount transferred against the amount of the invoice issued to the User.
- 9.3. Without prejudice to Shell's right to terminate the Agreement, Shell reserves the right to charge interest on late payment to the extent specified in the Hungarian Civil Code. Shell will issue a letter on charging late-payment interest. If the User is in default of payment, then, in addition to the late-payment interest, the User shall also pay to Shell the costs incurred in relation to the collection of the claims, but at least EUR 40, or the all-time minimum flat fee identified in Act IX of 2016, as amended, of Hungary on the legal title of debt recovery flat fee.
- 9.4. No complaints arising from invoices or payment information issued for purchases entitle the User to reduce or withhold payment of the amount owed. In the case event of complaints relating to invoices or payment information that are recognised as legitimate by Shell, Shell will repay any amounts within the deadline indicated in the Agreement or credit this amount to subsequent euroShell invoices or payment information.

## **10. Security and Financial Limits**

- 10.1. Shell reserves the right to require any form of security in respect of Card transactions and any other sums due under the Agreement. The provision of security shall not affect the User's liability under the Agreement.
- 10.2. If the User fails to provide security upon Shell's request within 10 business days of the request, or the security expires or ceases to be valid for any reason, then, without prejudice to Shell's right to recover all amounts due from the User, Shell may terminate the Agreement immediately by notification of the User, with no other procedures.
- 10.3. The Parties agree that if the entities which own the User have an ownership interest in any other company that is also a contracted euroShell partner then Shell may use the security provided by any of those companies to pay debts owed to Shell by any of the companies belonging to that group of owner companies.

10.4. The Parties agree that if any changes occurs to the User's ownership structure and the former owner fails to notify Shell within 5 days of the occurrence of the change, the former owner shall be liable as having joint and several liability for all the debts owed by the User. In order to enforce the security terms included in this clause, the Parties agree that the User's owners will sign the Agreement as having joint and several liability. The joint and several liability shall apply solely in the event of any failure to notify Shell as provided in this clause and to debts created and expired notwithstanding the date of the change of ownership.

10.5. Shell may from time to time impose and/or modify Limits by sending a notice to the User.

## **11. No Set-Off**

11.1. All payments made by the User or any credits or refunds due to the User may be used by Shell at its absolute discretion to reduce any amount due based on any invoice issued to the User.

11.2. The User is not entitled to any set-off regarding its claims against Shell.

## **12. Personal Data Protection**

12.1 User and Shell may, in the course of performance of the Agreement provide each other with Personal Data.

12.2. Shell and User agree and acknowledge that they will each be independently acting as data controllers in respect of Personal Data processed by each of them. The Agreement does not establish a basis for jointly exercising data controller powers over the relevant Personal Data.

12.3. Shell will process Personal Data provided by the applicant, User, Associated Persons and Authorised Cardholders in accordance with the Shell Fleet Solutions Supplementary Privacy Statement that supplements the global Privacy Notice - Business Customers, Suppliers and Business Partners available at available at euroShell Website.

## **13. Termination**

13.1. Without prejudice to any other rights and remedies, either Party may terminate the Agreement by giving no less than 30 days' written notice to the other party, without an obligation to provide a reason and without any other procedure.

13.2. In addition to the provisions of Clause 13.1, either Party may terminate the Agreement in writing with immediate effect if

- (a) the other Party is in breach of any provision of the Agreement which is incapable of remedy or, if capable of remedy, is not remedied within 10 days of receipt of notice by the Party not in breach requiring remedy; or
- (b) the other Party goes into or, in the reasonable opinion of the relevant Party, is likely to enter into voluntary liquidation, bankruptcy or liquidation or has similar proceedings taken against it or any other event occurs which, in the opinion of the relevant party, may affect the ability of the other party to comply with any or all of its obligations or meet any of its liabilities under the Agreement; or
- (c) any other circumstance arises which gives the relevant party a termination right under these Terms and Conditions.

13.3. Shell may terminate the Agreement with immediate effect and with no other procedure by sending a written notice to the User, in particular in the following cases:

- (a) the Cardholder or the User breaches the Agreement;
- (b) the User fails to perform its payment obligation or is in default of that obligation;
- (c) Shell receives a credit reference from the User based on which, in the reasonable opinion of Shell, it is no longer in Shell's interest to maintain the Agreement;

- (d) the security provided for the Agreement ceases to exist, loses its validity or expires and the User fails to supplement the security within 10 business days of Shell's notice to this effect;
- (e) Shell becomes aware that the User is controlled by the government of any Restricted Jurisdiction, or is a Denied or Restricted Party; or
- (f) any change occurs in the Control of the User, which makes it unacceptable for Shell to continue the cooperation
- (g) in Shell's reasonable opinion, it may be credibly proved that, in view of Section 28 of the GTC, the User has violated the provisions on money laundering and was unable to demonstrate compliance with the anti-money laundering regulations.

13.4. A change of Control shall occur where:

- (a) a person acquires Control of the relevant party where no person previously had Control of such party; or
- (b) the ultimate parent company of the relevant party ceases to have Control of such party; or
- (c) a person acquires Control of the ultimate parent company of the relevant party; or
- (d) a person who is not under the Control of the ultimate parent company of the relevant party acquires Control of such party.

13.5. Shell may block all Cards of the User (blocking of the customer) if the Cards have not been used for at least 13 (thirteen) months. In such case Shell may also terminate the Agreement in writing with immediate effect and with no other procedure.

#### **14. Consequences of the termination of the Agreement**

14.1. On termination of the Agreement for any reason, without prejudice to the rights of Shell already accrued at the date of termination, the whole outstanding balance of the User's account shall become due and payable in full to Shell and the right of any Cardholder to use any Card shall cease immediately.

14.2. On termination of the Agreement for any reason, the User shall destroy all of the Cards, which shall include cutting the magnetic stripe on the Cards and, where required by Shell (but only where the User has terminated the Agreement), the User must provide a certificate of destruction which lists all card numbers and the corresponding Cardholder names and certifies that all of the Cards issued to the User have been destroyed. The User will remain fully liable without limitation for any use and/or misuse of the Cards until such time as they are destroyed.

14.3. On termination of the Agreement for any reason the Parties shall fully settle accounts with each other within 60 calendar days from the return of the last Card and toll device, or, with regard to Third Party Services or purchases abroad, immediately after the data become available. Shell may offset the amount by the security deposit, in which case the User will be liable to pay only the difference. The security provided by the User may only be terminated upon full settlement of accounts between the Parties. Shell may grant one extension of the settlement period by an additional 30 days upon notice to the User.

#### **15. Liability of Shell**

15.1. Shell may only be held liable towards the User for direct damage resulting from a wilful or grossly negligent breach of contract, and it shall also be liable for breaches of contract caused by a criminal act and those damaging life, bodily integrity or health.

15.2. Neither Shell, the Agent nor any member of the Shell Group shall be liable for loss of profit or for any indirect or consequential loss or damage suffered by any Cardholder or by any third party in connection with any Products or the use of any Card or the Online Service, including but not limited to loss of use, loss of anticipated profit, loss of revenue, penalty paid by the User, loss of production, loss of business opportunities, loss of planned savings, business closures, business interruption, loss of the User's goodwill, reputation, the increase of operating costs, loss of data and loss of interest.

15.3. Further, Shell shall not be liable to any Cardholder or any third party in respect of the fraud, negligence, act, default or omission or wilful misconduct of:



- (a) independent contractors engaged by Shell, or their employees, contractors or agents; and
- (b) Acceptance Points or their employees, contractors or agents (including any refusal to provide Products).

15.4. The Parties agree that each Party shall be liable for damages arising in connection with their respective scopes of activities and operations.

## **16. Intellectual Property**

16.1. Intellectual Property in the following non-exhaustive list shall remain the property of Shell Group members and/ or their licensors:

- (a) any computer software or data supplied by (whether via the Online Service or otherwise) or used by Shell or any member of the Shell Group in performing the Agreement;
- (b) the content of the euroShell Website and the Online Service, including, but not limited to, all coding, text, images, links and web pages; and
- (c) any other material(s) provided by Shell or any member of the Shell Group under the Agreement.

16.2. The User shall not, and shall ensure that Authorised Cardholders and/or Online Users do not (or knowingly allow others to) modify, create derivative works from, transmit, distribute, reverse engineer, decipher, decompile, disassemble or reduce to human readable form any computer software supplied or used by Shell or any member of the Shell Group pursuant to the Agreement.

16.3. All Intellectual Property which results from or is otherwise created pursuant to or for the purposes of the performance of the Agreement shall immediately upon creation be vested in and become the property of Shell or any member of the Shell Group (as appropriate) and, by force of this Clause 16, the User shall take all necessary steps to assign and shall ensure that Authorised Cardholders and/or Online Users shall assign such Intellectual Property to Shell or any member of the Shell Group.

## **17. Variations**

17.1. The Parties agree that Shell may unilaterally amend the General Terms and Conditions. Shell shall publish the amended General Terms and Conditions on the euroShell Website, 15 days before the entry into force of the amendment. The Parties agree that their cooperation will always be governed by the provisions of the General Terms and Conditions in force.

If the User does not accept the modified General Terms and Conditions, the User may terminate the Agreement by sending a unilateral notice to Shell through the Agent ("Notice of Termination") with effect from the effective date of the modification, provided that the User has settled all outstanding amounts as may be due to Shell. If the User does not send a Notice of Termination by the above deadline, it shall be deemed to have accepted the modified General Terms and Conditions.

17.2. The use of any Card after notification of any variation to these General Terms and Conditions or the imposition of new terms and conditions shall be deemed to be acceptance of the varied or new terms and conditions by the User.

## **18. Transfers**

18.1. The User may not assign, transfer, mortgage or charge all or any of its rights, interests or obligations under the Agreement without the prior written consent of Shell.

18.2. Based on paragraph (1) of Section 6:209 of the Hungarian Civil Code, the User gives its prior consent to Shell transferring its rights, interests or obligations under the Agreement to third parties. Shell shall inform the User of the transfer of the Agreement in writing.

Shell may assign its rights and transfer its obligations arising from the Agreement to a third party, provided it sends prior written notice of this to the User.

## **19. Joint and Several Liability**

Where there is more than one User in an Agreement, the obligations of the Users shall be joint and several.

## **20. Headings**

The headings used in the Agreement are for convenience and shall not affect the interpretation of the Agreement.

## **21. Notices**

- 21.1. A notice, demand, request, statement, or other communication under or in connection with the Agreement shall only be effective if it is in writing. Faxes and e-mail are permitted.
- 21.2. Notices, demands, requests, statements, or other communications under or in connection with the Agreement shall be sent to a Party at the addresses or numbers specified from time to time (in writing) by the Party to whom the notice is addressed and shall be marked for the attention of the account contact.
- 21.3. Any notice given under the Agreement:
  - (a) shall be effective only upon actual receipt at the appropriate address;
  - (b) that is delivered outside working hours shall be deemed not to have been given until the start of the next working day in the relevant place;
  - (c) may not be withdrawn or revoked except by notice given in accordance with this Clause.

## **22. Force Majeure**

- 22.1. Neither Party shall be held liable for non-fulfilment of its obligations under the Agreement (except payment obligations), if and to the extent that fulfilment is delayed, hindered or prevented, either fully or partly, by events or circumstances beyond the affected Party's scope of activities and its control, and the occurrence of which could not have been prevented or avoided by the exercise of due care or foresight. These include in particular wars, terrorism, riots, floods, fires and accidents, as well as orders or acts of authorities (hereinafter "Force Majeure"). However, the Parties agree that economic crises, financial difficulties and events that are a part of normal business risk shall not be deemed to be events of Force Majeure. The Parties agree that events of Force Majeure will not relieve either Party of their payment obligations under the Agreement.
- 22.2. The Party affected by the Force Majeure shall, without delay, inform the other Party of the non-performance or delayed performance of its obligations, as well as the cause and likely duration of the default or delay in performance. The Party affected by the Force Majeure shall make all reasonable efforts to overcome the Force Majeure as soon as possible.
- 22.3. In the event of a Force Majeure event impacting Shell, Shell shall be entitled, *inter alia*, to suspend the applicability of any discount granted to the User based on the Agreement, in respect of any Fuel or Product, and/or to switch - in relation to the sale of the Fuel - to List Price-based settlement from the Acceptance Point price based settlement. The use of any Card after the notification by Shell about such changes shall be considered as the User's acceptance of the measures taken by Shell.

## **23. Waiver**

The failure of Shell or any member of the Shell Group to enforce any of the provisions of the Agreement at any time shall not be construed as a waiver of that provision unless it is confirmed

as such by Shell in writing. No waiver of any breach of the Agreement shall be held to be a waiver of any other breach or a continuing waiver of any further breach of the Agreement.

## **24. Law and Jurisdiction**

The provisions of the Agreement shall be governed by the laws of Hungary.

The Parties hereto agree to resolve any dispute arising out of or in connection with the Agreement by negotiations, if necessary by involving a mediator. If the negotiations would fail to resolve the dispute, then

- in case of monetary claims of Shell deriving from payment delays or non-payment the Parties agree that Shell or the Agent, is entitled to enforce the claim by submitting such claims to the competent court in Bucharest, Romania, or the courts of Hungary, based on the choice of Shell.
- with regards to any other claims arising hereunder, including monetary claims of the User against Shell, such shall be submitted to the jurisdiction of the Hungarian Courts. Parties set out the exclusive jurisdiction of the Budapest Districts II. and III. Court in cases belonging to lower court, and Budapest Környéki Törvényszék, in case of competency of a higher court.

## **25. Language**

- 25.1. Each notice, demand, request, statement, or other communication under or in connection with the Agreement shall be in Romanian or in English.
- 25.2 If the Agreement or any part of it, including but not limited to the Commercial Terms and these General Terms and Conditions, and any notice, demand, request, statement, or other communication under or in connection with the Agreement is available and/or executed in both the Romanian or in English language, then in case of discrepancy between the English and the Romanian versions, the English language version shall prevail.

## **26. Severability**

The validity of the provisions of the Agreement shall not be affected if any particular provision or provisions of the Agreement is or are declared illegal, unenforceable or contrary to law or public policy. If, as a result of any declaration, any of the rights or obligations of a Party are materially affected then the Parties shall meet and negotiate in good faith in order to arrive at an amendment of the provision(s) of the Agreement so affected, in such manner as will most closely and accurately reflect the intents and purposes of the Agreement.

## **27. No Association**

Nothing in the Agreement and no action taken by the Parties under the Agreement shall constitute a legal partnership, association, joint venture or other cooperative entity between any of the Parties.

## **28. Compliance**

- 28.1. Shell and the User each represent and warrant to the other that, in connection with the Agreement (a) it is familiar with anti-bribery laws applicable to the performance of the Agreement and will comply with all such laws; and (b) neither it nor any of its employees, officers, agents or affiliates (or their employees, officers and agents) have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any government official or any person where such payment, gift, promise or other advantage would: (i) comprise a facilitation payment; and/ or (ii) violate applicable anti-bribery laws.

28.2. The Parties shall comply with all applicable anti-fraud and money-laundering laws, as well as all other applicable national, regional and governmental rules, regulations and orders in their performance of the Agreement.

28.3. The User represents and warrants that the payments made to Shell do not originate from a crime and that payment is not contrary to anti-money laundering regulations.

## **29. Customer Service**

Shell performs its customer service activity through the Agent (management of customers and complaints) in its customer service centre in Romania, in Romanian. The customer service centre in Romania can be called for domestic charges in Romania and it can also be contacted by e-mail and post.