

**General Terms and Conditions  
(incl. Fuel Cards)**

**§ 1 General**

1. The Inntaler Logistik Park GmbH, hereinafter referred to as ILP, provides customers with the possibility of obtaining non-cash fuel by presenting a valid ILP card. Offers are non-binding. Legally binding declarations on our part shall be legally effective in writing.

2. The invoicing for the fuel purchased is done by ILP based on the respective valid terms and conditions (published under [www.inntaler.cc](http://www.inntaler.cc)). The conditions are in accordance with the invoicing method with the base price plus a premium or at pump price less any agreed price rebate. A notification is sent in the event that the type/structure of pricing and/or the invoicing method is changed. All deliveries and services against invoicing shall be carried out subject to retention of title by ILP.

3. Neither ILP nor the customer is obligated through this Agreement to conclude individual contracts for the delivery of products and/or the provision of services. The ability to supply may vary depending on market-influencing factors. There is no delivery obligation on the part of ILP. ILP is not obligated to deliver fuel; delivery of fuel may be refused at any time without providing detailed reasons. ILP shall internally set a fixed customer limit at its discretion and this customer limit shall be entered into the petrol station operating system. ILP is in any case not required to undertake any further fuel deliveries when the customer has reached the limit set by ILP. ILP is not required to disclose the amount of internally set limits. The individual transaction represents in any case a step-by-step transaction.

**§ 2 Issuance of Cards and Usage**

1. The ILP cards are issued by ILP under the following terms:

The customer receives from ILP vehicle-specific (vehicle card) or driver-specific (driver card) ILP fuel cards. A vehicle card is not transferable to another vehicle; a driver card is not transferable to another driver. At the same time, ILP provides the customer with the PIN Code required for the use of the ILP card. ILP is entitled to refuse to issue fuel cards without specifying any reasons.

2. The ILP card(s) are made available for use through company's binding signature.

3. For the use of ILP card the following conditions shall apply:

The use of fuel cards i.e. the fuel purchase shall be made in compliance with the operating instructions of the respective acceptance point. The customer shall be fully liable for all damages caused by him or by card users acting on his behalf. Damages to or disruption in the operating systems should be reported to ILP immediately in advance by telephone at +43 5372 908 28, and subsequently in writing. If a damage or disruption caused by the user is not reported, ILP shall immediately submit a complaint against the perpetrator upon becoming aware of the damage.

a) The PIN Code is to be kept confidential and shared only with persons authorized to use the ILP card.

b) The ILP card shall be stored carefully so that it will not get into the hands of third party persons; in particular, they shall not be kept in an unattended vehicle.

c) The customer shall immediately report in writing the possible loss of the card or upon becoming aware of an improper use of the card by fax to:

**Inntaler Logistik Park GmbH**

**Endach 33-34**

**A - 6330 Kufstein Fax 0043 / (0) 5372 908 28 28**

in order to block the card.

**Inntaler Logistik-Park GmbH**

Endach 33-34, A-6330 Kufstein / Austria, Tel.: +43 5372 90828, Fax: +43 5372 90828 -28, Mail: [office@inntaler.cc](mailto:office@inntaler.cc)

Die Lieferung und Leistung erfolgt unter Eigentumsvorbehalt. Erfüllungsort und Gerichtsstand Innsbruck.

Die AGB des Rechnungslegenden sind Vertragsinhalt. Ausgewiesene Beträge in EUR.

Firmenbuchnummer: FN 42487g, UID-Nr.: ATU 32 224 508

If technically possible, ILP shall block the card immediately and issue a new ILP card. In case of theft or improper use of the card, the customer is obliged to report this to the police and forward a copy of the police report to ILP. Should a stolen or lost card be found again, the customer is required to send it to ILP immediately upon receiving the replacement card.

d) By submitting an ILP and entering of the PIN code in appropriate device at the valid acceptance point, the owner of the card considers as legitimate the receiving of products and services under this Agreement in the name and on the account of the customer. By entering the PIN Code the owner at the same time acknowledges the receipt of the products and services with effect for the customer. The cardholder shall verify the accuracy of the delivery note/receipt before leaving the acceptance point. If entering of the PIN code is not possible- due to absence or failure of designated devices- only delivery notes are to be submitted by signing of which the customer acknowledges the receipt of the products or services.

e) Acceptance points are not required to verify the legitimacy of the owner of an ILP card when the PIN Code is entered into the designated device.

f) As soon as the customer has reported the loss or improper use of the ILP card in accordance with Item 2 c.), ILP shall assume after the laps of 24 hours (system block) all liability damages incurred due to improper use of the card from the date/time of the police report plus the time period of max. 24 hours. If the customer has contributed to the occurrence of the damage due to negligent conduct, the extent to which the customer and ILP shall have to bear the loss shall be determined in accordance with the principles of contributory negligence. If ILP has fulfilled its obligations and the customer has violated his obligations negligently or intentionally, the customer shall bear the cost of damages in full.

The customer's negligence may arise in particular when:

- he has culpably not informed ILP immediately of the loss or improper use of the card,
- he has made the PIN available to a third party and the damages resulted therefrom.

In the case of contributory negligence on the part of the acceptance point or its staff, § 1304 of the Civil Code shall apply. The customers are strongly advised to verify the consumption of products and services of their vehicles regularly in order to exclude or limit the possible improper use of the ILP cards.

g) It is prohibited for customers and their employees to continue using the ILP card if insolvency proceedings initiated against his assets or that he recognizes that the invoices at maturity cannot be settled.

### **§ 3 Invoicing**

1. ILP provides the customer with invoice of outstanding amounts. The settlement of purchased products and services shall be in EURO.

2. Invoices are due for immediate payment to ILP, unless other contractual payment terms are agreed to. This means that the payment period begins on the date of the invoice. Payment is due no later than 10 days from the date of the invoice, should this period be exceeded the customer shall be in default without further reminder. The account settlement is performed by means of debit order through a direct debit procedure without exception. The customer is required to immediately notify ILP in writing regarding changes in company name, address, tax number, bank account and all data relevant to invoicing.

3. The customer shall raise any possible objections to the invoices immediately, but not later than 5 business days from date of the invoice.

### **Inntaler Logistik-Park GmbH**

Endach 33-34, A-6330 Kufstein / Austria, Tel.: +43 5372 90828, Fax: +43 5372 90828 -28, Mail: office@inntaler.cc

Die Lieferung und Leistung erfolgt unter Eigentumsvorbehalt. Erfüllungsort und Gerichtsstand Innsbruck.

Die AGB des Rechnungslegenden sind Vertragsinhalt. Ausgewiesene Beträge in EUR.

Firmenbuchnummer: FN 42487g, UID-Nr.: ATU32 224 508

**§ 4 Contract Termination/Cancellation Policy**

1. This Agreement shall run for an indefinite period of time. It can be terminated with a notice period of three months at the end of each month.

2. The right to terminate this Agreement for good cause with immediate effect i.e. remains unaffected. Good cause shall be deemed to exist when the customer repeatedly violates this Agreement, does not affect payments on schedule, bankruptcy or liquidation proceedings are initiated against his assets, or enforcement proceedings are initiated ( against his assets, etc.).

3. Upon termination of this Agreement the customer may no longer exercise the option of non-cash purchase of products and services granted to him under this Agreement and shall immediately return all ILP cards issued to him by ILP.

4. In the case of non-redemption of debits (debiting procedure) or if payments are not made on schedule ILP is entitled to block the fuel cards with immediate effect and to charge the customer interest at eight percentage points above the actual discount rate of the Austrian National Library, but at least 12% p. a. and to make all amounts still outstanding as immediately due and to charge a processing fee. ILP is entitled to prohibit the continued use of the ILP card until the payment of the outstanding amounts due to non-redemption of debits or payments not paid on schedule, to initiate the blocking of the cards as well as to refuse the required permits/approvals of contractual partners for continued use of the ILP card. The debited invoice amount is deemed to have been accepted based on the reason and amount so long as the customer/cardholder does not raise objections in writing within one week after debiting. The ILP GmbH is authorized by the customer to make debits through debit procedures. All claims shall be debited (debit order attached) through direct debit procedure

until revoked. Pursuant to the Payment Services Act of 01 November 2009 the customer agrees, as with the previous terms and conditions, to acknowledge the term of payment and the maximum amount of the previous last three invoices as the maximum amount limit of the order for direct debiting of his account. The customer signs duly prepared direct debit orders prior to the provision of the fuel card. In case of return debits a handling fee of EUR 50, - in addition to the bank fees shall be charged. Bank fees and charges are to be paid directly by the customer, or they shall be invoiced to him by ILP. All - when paying by acceptance or bill of exchange such as a check - incurred charges shall be borne by the debtor and is especially agreed that the payer shall bear the expenses in full such that the full amount will be credited to our bank account. The buyer may offset counterclaims against our invoice sums only if the counterclaim is acknowledged by us in writing or determined by a court. ILP is entitled to offset incoming payments that are not clearly assigned against open claims at our discretion.

5. ILP is entitled at all times to demand adequate security from the Customer at any time.

6. ILP is entitled to obtain advance information from banks and credit bureaus, such as e.g. "Kreditschutzverband" (a credit rating agency), regarding the customer indicating the current customer business information (etc. name, address, tax identification number).

7. For purposes of the credit reporting and applicable risk insurance ILP is entitled to collect the previously mentioned company data from new customers and make them available to a credit insurer, specifying the maximum credit amount. The inspection fee for processing i.e. the collection of company data as well as reporting to the credit insurer is € 85 - (in words: eighty-five)

Regardless of the above data regarding non-conforming behaviour shall be reported to credit bureaus such as the Kreditschutzverband (credit rating agency), subject to the provisions of the Data Protection Act. In accordance with the Privacy Act these reports are to be provided only where this is necessary to protect the legitimate interests of the ILP, a counterparty of the credit bureau or the general public and thereby the legitimate interests of the customer are not affected.

**Inntaler Logistik-Park GmbH**

Endach 33-34, A-6330 Kufstein / Austria, Tel.: +43 5372 90828, Fax: +43 5372 90828 -28, Mail: office@inntaler.cc

Die Lieferung und Leistung erfolgt unter Eigentumsvorbehalt. Erfüllungsort und Gerichtsstand Innsbruck.

Die AGB des Rechnungslegenden sind Vertragsinhalt. Ausgewiesene Beträge in EUR.

Firmenbuchnummer: FN 42487g, UID-Nr.: ATU32 224 508

8. ILP draws the attention of the customers to the fact that for security reasons the operation facilities/acceptance points are under statutory supervision through digital video recording. The recordings shall be destroyed automatically after expiry of the period of 3 months.

#### **§ 5 Ownership**

The ILP card remains the property of ILP. It is not transferable and must be returned immediately to ILP when no longer needed - for example, due to sale of the vehicle. After a card has been blocked ILP may initiate its collection by the acceptance point. In the event that the card has been blocked, the cardholder is required to hand it over to the staff at the acceptance point upon their request.

The goods delivered: regardless of whether the goods are acquired from tanker (direct delivery) or purchased through the ILP fuel card (individual fuelling); the rights of the buyers to resale, further processing (including consumption) or combination with any other product in the normal course of business up to their complete payment remain in our ownership without prejudice.

Any pledge or transfer of ownership of such goods for the benefit of third parties is prohibited without our consent. In the event of any action of third parties against the goods subject to retention of title, especially the levy of execution, the purchaser is required to point out our ownership and to report to us immediately. The authority of the purchaser to the processing, combining, consumption and selling of the goods subject to retention of title ends with cessation of payments or upon the initiation of insolvency proceedings.

We reserve the right to recover the goods supplied by us whilst maintaining the Agreement in the event that full payment is not made despite maturity and reminder. If goods subject to retention of title are processed, we acquire co-ownership in the new goods in the amount of the value of the good subject to retention of title which has been processed into the new product.

#### **§ 6**

1. ILP may change or amend the terms of the Agreement. The customer shall be notified in advance and in writing regarding any changes or amendments to the contractual Agreement. They shall be deemed as having been approved by the customer if he has not communicated his objection demonstrably and in writing within a period of two weeks after the receipt of the notification.

He will be informed of this period by the ILP through the issuance of an announcement.

#### **§ 7**

1. The relationship between the parties is governed by Austrian law. Jurisdiction for all disputes resulting from this Agreement is 6020 Innsbruck, unless another exclusive venue of jurisdiction is established and agreed in writing for compelling legal reasons.

2. If any provision of this Agreement is invalid, the validity of the remaining provisions shall not be affected. In this case, the parties undertake to replace the invalid provisions with valid provisions that correspond to the original intention of the invalid provisions.

3. The customer is informed in accordance with Data Protection Act that data obtained under this Agreement shall be stored by ILP, by ILP associated companies as well as at the acceptance points.

**Version 01.02.2013**