

**General Terms of Business
for Inntaler Logistik Park GmbH**

Article 1

1. Inntaler Logistik-Park GmbH, here after referred to as 'ILP', grants the customer the facility to purchase diesel fuel at participating locations which will be notified to the customer by ILP, without use of cash upon production of a valid ILP-card. Offers are not binding. Any statement on our part shall be obligatory only if it is in written form.
2. The charging for the fuel obtained at service stations shall be governed by the then prevailing terms and conditions of business and the base price with agreed surcharge. Alternatively the possibility exists to purchase fuel at Austrian standard prices (published motorway pump prices), less an individually agreed discount. ILP may also be the supplier.
3. This agreement shall not oblige either ILP or the customer to conclude individual contracts for the supply of products and/or the rendering of services. Availability may vary from country to country and from service station to service station.
4. The sale of fuels, as well as the rendering of other services, shall be governed by the then prevailing terms and prices of the relevant supplier linked to the place of performance plus the ILP surcharge (in the applicable local currency, converted to Euro at the average exchange rate on the Frankfurt Exchange). ILP may also be the supplier. The customer shall take notice that insofar as ILP is not itself the seller/supplier, ILP obtains the claims for payment etc. from the relevant seller/supplier arising out of such sales/supplies. The customer gives consent to related assignments insofar as these are required. ILP expressly reserves to itself the title to delivered goods until ILP receives full payment therefore, and hereby puts the Customer on notice as to this reservation of title expressly and without the possibility of modification by the court.

Article 2

1. The ILP Card shall be issued by ILP subject to the following conditions: The customer shall obtain vehicle-specific cards (vehicle cards) or driver-specific cards (driver cards) from ILP. A vehicle card shall not be transferable to another vehicle; a Driver Card shall not be transferable to another driver. ILP shall simultaneously inform the customer of the PIN code required for use of the ILP card. ILP shall be entitled to refuse to give out fuel cards without giving any reasons therefore.
2. The card is placed to the firm moderate order at the disposal.
3. The following conditions shall apply to the use of the ILP Card:
 - a. The PIN code is to be kept secret, and revealed only to those persons entitled to use the ILP card. In particular, the PIN code may not be noted on the card or on the card sleeve, nor otherwise kept together with the card.
 - b. An ILP card is to be kept in safe custody, so as to ensure that it cannot fall into the hands of third parties; in particular, it may not be left in an unsupervised vehicle.
 - c. In the event of loss of the card, or on establishing that non permitted disposal of the card has occurred, the customer shall send immediate notification in writing to:

Inntaler Logistik-Park GmbH

Inntaler Logistik Park GmbH
Endach 33 – 34
6330 Kufstein

Fax 0043 / (0) 5372 908 28 28

In order that the card can be blocked. ILP shall, if necessary and within the technical possibilities open to it, immediately block the card and issue a new one. In the event of theft or nonpermitted use of the card, the customer is obliged to make a formal report and to provide ILP with a copy of the police report. The customer is obliged, following receipt of a replacement card, to return immediately to ILP a Card which has been reported lost but later found.

- d. By presenting an ILP Card and inputting the PIN code in the appropriate apparatus at the relevant participating location, the holder of an ILP Card shall be taken to be entitled to receive products and services in the name and for the account of the customer within the framework of this agreement. At the moment of inputting the PIN code, the holder acknowledges receipt of the products and services on behalf of the customer. Before leaving the participating location (fuel depot), the cardholder shall verify the correctness of the delivery docket/receipt. If it is not possible to input the PIN code – due to non-availability or non-functioning of the necessary apparatus – then only delivery dockets shall be provided, by signature of which the customer shall acknowledge the receipt of the products and services.
- e. Participating locations are not obliged to carry out further checks on the authenticity of the ILP Card holder if the PIN number is input into the appropriate apparatus.
- f. As soon as the customer informs ILP, according to **article 2 c**, of the loss or non-permitted use of the card, ILP shall following the expiry of a further 24 hours (to allow for blocking of the system) assume liability for all subsequent losses arising from the non-permitted use of the card from the date and time of the police report plus a maximum of 12 hours. If the customer has behaved negligently, and this has contributed to the loss arising, the extent to which the Customer and ILP are 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 acted with gross negligence or intent, then the customer shall bear the full extent of the loss. Gross negligence of the customer may, in particular, arise if
 - the customer has not immediately reported to ILP the loss or misuse of a Card,
 - the PIN has been noted on the card, or kept together with the Card,
 - Access to the PIN has been given to a third party, and this has led to the loss.

In the event of contributory negligence by the operator of the participating location or its staff, Art.1304 ABGB (Austrian Civil Code) shall apply. In order to prevent or limit potential misuse of ILP cards, the customer is strongly advised to conduct regular checks on the consumption of products and services by the Customer's vehicles.

Inntaler Logistik-Park GmbH

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

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

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ARTICLE 3

1. ILP shall invoice the customer for amounts due. Products and services ordered in Austria and abroad shall be invoiced in Euro.
2. Invoices shall be for immediate settlement unless other payment conditions are contractually agreed. The payment date shall be no longer than 10 days from date of invoice. Settlement of invoices shall be by credit transfer using the direct debit procedure.

The customer shall be obliged to inform ILP immediately in writing of any changes in its trading name, address, tax number, bank details or other accounting related information.

3. The customer shall raise any potential objections in relation to invoices immediately, but in any case within 5 working days from date of invoice.

Article 4

1. This agreement shall be of indefinite duration. It may be determined at the end of each month by the giving of three months' notice.
2. The right to terminate this agreement prematurely for material cause remains unaffected. Material cause shall in particular exist if the customer consistently breaches this agreement, fails to make payments on time or files for bankruptcy, or suffers execution to be levied over its assets.
3. Following termination of this agreement the customer shall not be entitled to make further use of the facility to purchase products and services without use of cash, and shall immediately return all ILP Cards issued to it by ILP.
4. In the event of non-payment of direct debits or of late payment, ILP shall be entitled to charge the customer default interest at 8 per cent above the then applicable Austrian National Bank discount rate, but no less than 12% per annum, and to treat all outstanding amounts as immediately due, as well as to apply a handling charge. ILP shall be entitled to forbid further use of ILP cards, to order the blocking of the cards as well as to refuse necessary permissions to contractual partners for the further use of the ILP cards. The invoice amount requested shall be treated as uncontested both as to basis and amount, if the customer-card holder does not respond in writing within one week of the request. Inntaler Logistik-Import GmbH is empowered by the customer to request payment through the direct debit system. All requests for payment shall be made through the direct debit system until revocation (a copy of the mandate is attached). The customer shall execute entity specific mandates before the fuel cards are made available – i.e. upon signature of the customer-card agreement. In the event of rejected bank debits, a handling charge of 25 Euro shall be levied in addition to the bank's charges. Bank charges and expenses shall be payable directly by the customer.

All expenses arising shall be borne by the debtor – whether arising on payments by way of bill of exchange, customer's acceptance or check – and it shall in particular be regarded as agreed that the payer bears all expenses so that the full invoice amount is credited to our bank account.

The purchaser may offset counterclaims against invoiced amounts only where the counterclaim has been acknowledged by us in writing or established by a Court. We shall be entitled to set incoming payments, which have not been clearly allocated, against amounts due as we see fit.

5. ILP shall be entitled to demand appropriate security from the Customer at any time.

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6. ILP is entitled by data protection legislation to obtain information from banks and information bureaux, such as for example the Credit Protection Association. Separately there from, information may be provided to information bureaux such as the Credit Protection Association on foot of standard practices not stipulated in contract, always under observance of the requirements of the data protection legislation. According to the data protection legislation, these reports may be made insofar as they are required for the protection of the legitimate interests of ILP, a contractual counterparty of the information bureau, or the public interest, and provided the legitimate interests of the customer are not thereby diminished.
7. Further use of the ILP-card by the customer or its employees is prohibited, if insolvency proceedings are commenced against it or if it is apparent that invoices cannot be settled as they fall due.

Article 5

The ILP Card shall remain the property of ILP. It is not transferable, and shall be returned immediately to ILP if it is no longer required – for example, due to the sale of the vehicle.

Following the blocking of a card, ILP may arrange for its retrieval by participating locations. The Card holder shall be obliged, in the case of a blocked card, to hand over the ILP Card on demand to the staff at participating locations.

Article 6

1. ILP may amend or supplement the contractual terms. Amendments or supplements shall be notified in writing to the customer beforehand. They shall be treated as agreed to by the Customer, if the Customer upon receipt of notification does not dispatch written objections within a period of two weeks. In its notification, ILP shall expressly draw the Customer's attention to these consequences.

Article 7

1. The governing law between the parties shall be the law of Austria. The place of jurisdiction for all disputes arising under this Agreement shall be the domicile of Inntaler Logistik-Park GmbH, except to the extent that another exclusive jurisdiction is justified and agreed in writing, based on compelling legal reasons. These General Terms of Business are available in German and English. In case of any dispute the German version to be applied exclusively.
2. In case individual provisions of this agreement shall be found invalid, the validity of the remainder of this agreement shall not be affected. In such a case the parties bind themselves to replace the invalid provisions with provisions which meet the original intention of such invalid provisions.
3. In accordance with the data protection legislation, the customer's attention is drawn to the fact that data arising within the context of this Agreement will be stored by ILP, by entities connected with ILP, and by participating locations.

Version dated 1st Jan 2006

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