



SHELL T-CARD TERMS AND CONDITIONS

The following Terms and Conditions govern the use of the Shell T Card as issued by Shell and as managed by Fuel Friend. Unless otherwise agreed in writing between Shell and the Principal Cardholder, these Terms and Conditions, as amended from time to time, supersede any earlier terms and conditions issued by Shell and shall override any terms and conditions referred to by the Principal Cardholder.

1. DEFINITIONS

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

- 1.1 "Agreement" means the agreement with a Principal Cardholder for the supply of Shell T-Cards, including these Terms and Conditions, and any Schedules and attachments, as may be amended from time to time;
- 1.2 "Alerts" means the communications sent via the Online Services to inform the Principal Cardholder that one or more of the Shell T-Cards has been detected as being put to unusual use;
- 1.3 "Associated Persons" means any natural or legal person associated with and/or that has a financial link with the Principal Cardholder (e.g. contractors or members of the same group of companies as the Principal Cardholder);
- 1.4 "Authorised Cardholder" means a person to whom the Principal Cardholder has provided a Shell T-Card, including (for the avoidance of doubt), any Associated Person or its representative(s);
- 1.5 "Business Day" means Monday to Friday, (i.e. 08h – 17h), and shall exclude Saturday, Sunday or a recognised public holiday in the Republic of South Africa;
- 1.6 "Card Cancellation" means the cancellation of a Shell T-Card or Shell T-Cards as contemplated in this Agreement;
- 1.7 "Card and Service Charges" means the fees or other charges as set out in the Agreement or other written correspondence;
- 1.8 "Cardholder" means the Principal Cardholder and, where applicable, any Authorised Cardholder;
- 1.9 "Card Scheme Participant" means (a) the service station retailer or such other retailer appointed by any member of the Shell Group and/or (b) any company (whether a member of the Shell Group or otherwise) with which any member of the Shell Group has an agreement permitting it to make Supplies to Cardholders on presentation of the Shell T-Card and/or (c) any company (whether a member of the Shell Group or otherwise) which Shell has designated directly or through an intermediary (e.g. BankServ Africa) and for which Shell has arranged supporting processes, software and/or hardware to facilitate the recording of transactions;
- 1.10 "Control" means, in relation to any company, having legal and beneficial ownership of not less than 50 percent of the voting rights attached to the issued share capital of that company;
- 1.11 "Change of Control" occurs whenever a legal or natural person (other than an Affiliate of that party) either ceases to have control of a party or acquires such control;
- 1.12 "Denied or Restricted Party" shall mean a party (i) targeted by national, regional or multilateral trade or economic sanctions, including, but not limited to, persons designated or listed by the United Nations, United States of America, European Union (EU) or an EU Member State in force from time to time or (ii) directly or indirectly owned or controlled by or acting on behalf of such persons;
- 1.13 "Destruction" means, with specific reference to a Shell T-Card only, any action including destruction or damage which renders the Shell T-Card unable to transact;
- 1.14 "Fuel Friend" is the entity which has been duly authorised to act as a Reseller of the Shell T Card ;
- 1.15 "Intellectual Property" means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in 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 consents in respect of any of the rights and forms of protection mentioned in this definition;
- 1.16 "Loss" means, with specific reference to a Shell T-Card only, any action which results in the Cardholder losing possession or control over a Shell T-Card (whether temporary or permanent) and whether as a consequence of theft or otherwise;
- 1.17 "Party/Parties" individually or collectively, as the context may require refers to the Principal Cardholder and Shell;
- 1.18 "Purchase" means the acquisition by the Cardholder of Supplies as is contemplated in this Agreement;
- 1.19 "Principal Cardholder" means the party with whom Fuel Friend has concluded the Agreement;
- 1.20 "Rand Value" shall mean the South African ZAR currency;
- 1.21 "Restricted Jurisdiction" means countries or states that are subject to comprehensive trade sanctions or embargoes;
- 1.22 "Schedule" means a document that forms part of this Agreement as amended from time to time;
- 1.23 "Shell" means Shell Downstream South Africa (Pty) Limited, a company incorporated in South Africa under registration under registration number 2007/016255/07, having its registration address at The Campus, 57 Sloane Street, Twickenham Building, Bryanston;
- 1.24 "Shell Group" means Royal Dutch Shell plc and any company (including, for the avoidance of doubt, Shell) which is for the time being directly or indirectly controlled by Royal Dutch Shell plc;
- 1.25 "Shell T-Card" means any Shell T-Card (in either a tangible or virtual basis) issued to the Principal Cardholder by Shell for the purpose of enabling the recording of the purchase of supplies by Cardholders from Card Scheme Participants;
- 1.26 "Shell Website" means www.shell.com/zaf, or such other URL as is notified to the Principal Cardholder from time to time;
- 1.27 "Territory" means the Republic of South Africa;
- 1.28 "Supplies" means fuel which a Cardholder may purchase from Card Scheme Participants pursuant to this Agreement;
- 1.29 "User" means the Principal Cardholder, or a person for whom a User ID has been registered by Shell, (including, for the avoidance of doubt, any Cardholder) and who is authorised by the Principal Cardholder to use the Online Services;
- 1.30 "Velocity Limit(s)" means any control(s) or limit(s) set or agreed by Shell on the use of any individual Shell T-Card and/or any Shell T-Card account and enforced by the technology of Shell systems or described in any individually applicable contracts or product definitions;
- 1.31 "Vehicle" means any vehicle, with a vehicle registration number ("VRN"), designed or adapted for propulsion or haulage on a road by means of fuel, gas or electricity, including a trailer, a caravan, agricultural or any other implement designed or adapted to be drawn by such motor vehicle and further including earthmoving and quarrying equipment;
- 1.32 "Year" means the 12 months directly following the commencement of this Agreement, and every 12 months thereafter.
- 1.33 "IFuelU" refers to IFuelU (Pty) Ltd, which provides the System for use by Fuel Friend and its resellers and which will hereinafter fall within any reference made to (a) contractor(s) of Fuel Friend.

2. SHELL T-CARD USE

- 2.1 The Principal Cardholder shall use all reasonable endeavours to ensure that Shell T-Cards are only in the possession of and only used by Authorised Cardholders. A Shell T-Card shall be valid from the moment the Principal Cardholder and/or Cardholders have taken delivery of the Shell T-Card. Shell T-Cards remain the property of Shell at all times and the Principal Cardholder shall promptly return any Shell T-Card(s) to Shell at Shell's request.
- 2.2 The Principal Cardholder shall ensure that:
 - 2.2.1 the Authorised Cardholder is aware of the provisions of clause 4 and undertake to act in accordance with the said provisions;
 - 2.2.2 the Authorised Cardholder shall comply with the terms and conditions of use of the Shell T-Card and such other instructions on the use of the Shell T-Card/s as may be provided in writing by Shell from time to time;
 - 2.2.3 where a service is rendered, and goods are sold to the Cardholder, the sale of the goods may be reflected on a separate sales voucher from the Service.
 - 2.2.4 the information provided in respect to a Purchase is accurate and therefore;
 - 2.2.5 that it has no defence, right of set-off or right to dispute any amounts reflected on the invoice as recorded in respect of a Shell T-Card; and
 - 2.2.6 is not entitled to refuse or withhold payment to Shell of any amount.
- 2.3 The Cardholder shall:
 - 2.3.1 ensure and procure that a Shell T-Card is used solely for the purpose of recording the purchase of the Supplies in respect of any vehicles that are owned, managed or driven by such registered Cardholder;
 - 2.3.2 ensure that the invoice issued for the purchase of the Supplies signed reflects the following information, correct as at the time of the Purchases:
 - 2.3.2.1 litres of fuel purchased or nature of Purchase if fuel is not the subject matter of the Purchase;
 - 2.3.2.2 the Rand Value of the Purchase;
 - 2.3.2.3 time of transaction; and
 - 2.3.2.4 date of transaction.
 - 2.3.3 use their best endeavours to ensure that every precaution is taken at all times against the Loss or Destruction of a Shell T-Card;
 - 2.3.4 ensure and procure that a Shell T-Card is not used after Card Cancellation;
 - 2.3.5 accept responsibility for the accuracy of the information recorded in respect of a Card transaction;
 - 2.3.6 ensure that a Shell T-Card (or any virtual access thereto) is recovered from any Authorised Cardholder who is no longer authorised to possess and/or use a Shell T-Card, for whatsoever reason, including ceasing to be employed by the Principal Cardholder;
 - 2.3.7 acknowledge that Shell shall not be responsible for recovery of a Shell T-Card from a Cardholder under any circumstances;
 - 2.3.8 not raise the defence that the user of a Shell T-Card was not in the Principal Cardholder's employ or was not authorised to use the Shell T-Card in question.

In the event of the Loss or Destruction of a Shell T- Card, Shell may issue another Shell T-Card in replacement thereof, upon such conditions if any, as it may specify.

- 2.4 The Cardholder can only use the Shell T-Card:
 - 2.4.1 if it is a current Shell T-Card which has not been cancelled, been stopped or reported as lost or stolen; and
 - 2.4.2 to record purchases of Supplies from a Card Scheme Participant.
- 2.5 The Principal Cardholder acknowledges that Supplies will be purchased by a Cardholder from (and therefore invoices rendered by) a Card Scheme Participant rather than Shell. In all cases however, the Cardholder is obliged to make payment for the Supplies to the Card Scheme Participant.
- 2.6 It is the obligation of the Cardholder to swipe the Shell T-Card (or have the details thereof captured as appropriate through the use of Virtual Cards) ensure the transaction is recorded, and to collect and retain any invoices issued at the time Supplies are purchased. However, verification of the Authorised Cardholder's signature on any sales voucher is outside the scope of this Agreement. Cardholders may not leave Shell T-Cards at a Card Scheme Participant's premises.
- 2.7 The Principal Cardholder shall ensure that each Authorised Cardholder complies with this Agreement and any procedural requirements of a Card Scheme Participant in respect of the recording of a Purchase, that no Shell T-Card remains in the possession of any person who has ceased to be an Authorised Cardholder and represents and warrants that each Authorised Cardholder has been given authority to use the Shell T-Card as a duly authorised representative of the Principal Cardholder.
- 2.8 Shell reserves the right to refuse any single Shell T-Card transaction from time to time for any reason connected with Shell T-Card or account security, and the Principal Cardholder hereby acknowledges and accepts that Shell shall not be liable in any way for such refusal.

3. SHELL T-CARD TRANSACTIONS

- 3.1 The Principal Cardholder acknowledges that the Shell T-Card is a means of recording transactions in respect of the purchase of the Supplies, and the Authorised Cardholder purchases Supplies directly from the Card Scheme Participant, and payment must be made at time of transaction.
- 3.2 Although the Principal Cardholder undertakes to encourage its Authorised Cardholders to purchase Supplies from the respective Card Scheme Participants in order to qualify for the rebate, Shell does not warrant and/or make representations to the Principal Cardholder as to:
 - 3.2.1 the condition and/or quality of any Supplies or the fitness thereof for any purpose whatsoever;
 - 3.2.2 the quality of any service forming the subject matter of any Supplies.

4. DISCLAIMER

- 4.1 The Cardholder agrees that whilst Shell, Fuel Friend and all of its agents and contractors shall make every effort to ensure effective delivery of all obligations regarding the Agreement they do not warrant the suitability, sustainability, reliability, availability, timeliness and accuracy of the System or any of the Services for any purpose.
- 4.1.1 The services and benefits of this Agreement are provided without warranty of any kind and Shell, Fuel Friend and/or any of their agents or contractors hereby accordingly disclaim any liability imputed against them, their directors, employees, agents, contractors and/or shareholders howsoever arising.
- 4.1.2 Furthermore, in no event shall Fuel Friend and/or any of its agents, contractors, directors, employees or shareholders be liable to any person whomsoever and howsoever arising from this Agreement for any direct, indirect, punitive, incidental, special or consequential damages whatsoever including, without limitation, damages or financial loss as a result of incorrect Cardholder information entered into the System.

5. LOSS OR DESTRUCTION OF SHELL T-CARD

- 5.1 In the event of the Loss or Destruction, misuse and/or unauthorised possession of a Shell T-Card, the Cardholder shall immediately notify Shell by providing all relevant information as to the circumstances of such loss, theft or misuse. Such notification shall be done by phoning the Shell Customer Service Centre or any other call centre as may be the case pertaining to your situation as communicated by Fuel Friend or their agents.
- 5.2 The Principal Cardholder will not be liable for the unauthorised use of the Shell T-Card from the business day after the date that the Loss of the Card has been notified to Shell, provided that the Principal Cardholder will remain liable in the following circumstances:
- 5.2.1 the Cardholder is negligent in safeguarding the Shell T-Card, or information relative to same, which resulted in its Loss; or
- 5.2.2 the Cardholder has failed to timeously report the Loss of the Shell T-Card and as a result, a Purchase took place during that period;
- 5.2.3 in the instance of fraud perpetrated by the Cardholder, and/or at the instance of the Cardholder. For purposes of clarity, reference to the Cardholder shall include employees, agents, partners, members, and/or directors of the Principal Cardholder.
- 5.3 For purposes of clarity, there will be no Loss in terms of this Agreement and accordingly the provisions of clause 5.2 shall not be applicable unless and until such Loss has been reported to the South African Police Services and the applicable case number provided to Shell within 14 (fourteen) days after the Loss occurred.

6. SHELL T-CARD CANCELLATION

- 6.1 If the Principal Cardholder wishes to cancel a Shell T-Card for any other reason than that stipulated in this clause 5.3, the Principal Cardholder shall immediately notify the Shell Customer Service Centre. Shell shall then immediately cancel the said Shell T-Card upon receipt of written confirmation of the said request.
- 6.2 The Principal Cardholder shall ensure that any cancelled Shell T-Card is destroyed, and such destruction shall include cutting the magnetic strip on the Shell T-Card (this also applies to any Shell T-Cards that have been reported as lost or stolen but are subsequently recovered).
- 6.2.1 In the case of utilisation and or access to the Virtual Card, such undertaking shall apply to the destruction of the data enabling use of such Shell T Card.
- 6.3 Shell T-Card shall, ipso facto, be regarded as cancelled;
- 6.3.1 on the date that this Agreement is cancelled, as contemplated herein;
- 6.3.2 where the Principal Cardholder has notified Shell in writing immediately upon a Cardholder ceasing for any reason to be authorised by the Principal Cardholder to use a Shell T-Card or upon any Vehicle which ceases to exist due to the sale/disposal/destruction or theft of such Vehicle;
- 6.3.3 where the Principal Cardholder has notified Shell in writing of Shell T-Cards to be replaced due to Shell T-Cards being damaged or destroyed, making the Shell T-Card unable to transact;
- 6.3.4 on the date of the receipt of the written notice to Shell by the Principal Cardholder on the sale, theft or destruction of the Vehicle to which such Shell T-Card relates.
- 6.4 Shell may request the return of all/any Shell T-Cards or cancel or suspend all/any Shell T-Cards or Shell T-Card accounts at any time without notice, or refuse to reissue, replace or renew any Shell T-Card during any period in which:
- 6.4.1 Fraudulent, illegal or unlawful use of any Shell T-Card or Shell T-Card account is suspected; or
- 6.4.2 any Cardholder is in breach of this Agreement.
- 6.5 Where Shell T-Cards or Shell T-Card accounts are cancelled or suspended without notice, Shell shall notify the Principal Cardholder as soon as reasonably practicable.
- 6.6 Any request for return or cancellation or suspension of a Shell T-Card is made by Shell without prejudice to the Principal Cardholder's liability in respect of use of any Shell T-Cards prior to the actual cancellation or destruction of the relevant Shell T-Card.
- 6.7 On the cancellation of a Shell T-Card, the Principal Cardholder shall have no further right to use such Shell T-Card in connection with recording any Purchases or in connection with any other matter, and the Principal Cardholder shall remain liable for any Shell T-Card and Service Charge outstanding at the date of Card Cancellation.

7. SPECIAL NOTES

- 7.1 Any benefit calculated on a full calendar month will be paid out or made available within 30 days after the end of such calendar month in which such benefit accrued subject to the conditions herein.
- 7.2 The following deductions, which deductions may be amended from time to time on due notification, will be made to the claimable cash benefits:
- 7.2.1 A monthly administration fee of R3.00;
- 7.2.2 A transaction fee of R0.40 per transaction;
- 7.2.3 Bank fees on payments to the Cardholder at R3.00 per payment.
- 7.3 **Any cash rebate due to a Cardholder will only be paid out once the value of same equal or exceed the sum of f R55 prior to any deductions.**
- 7.4 **Any cash rebates earned which are lower than R55 , prior to any deductions arising , will be held over and only paid once the accumulated cash benefits reach the R55 threshold.**

- 7.5 No fees will be charged where no rebate has vested.
- 7.6 No threshold will apply to bulk payments made through the conduit of the Principle Cardholder where such Principle Cardholder is a corporate entity, association or organisation.