

General terms and conditions DUVENBECK Consulting GmbH & Co. KG (DC) fuel card

I. subject of the contract

Subject of the contract is the customer's demand for deliveries and services provided by Duvenbeck Consulting GmbH & Co. KG (hereinafter: DC). DC enables his card customers to pay cashless or to use cashless supplies and services of service partners or service stations that are contractually connected with the operation of a vehicle and that are offered by a DC service partner.

II. contract reason/fuel card

1. The business relation is justified by being received a written acceptance of the customer's application form or after the customer's receipt of the fuel card.
2. The applicant (hereinafter: card customer) accepts the exclusively validity of the general terms and conditions by transmitting his request for the application of issuing the fuel card. Deviant conditions shall not apply, unless DC explicitly agrees upon their validity in written form.

After the acceptance of the customer's request the customer is sent a client- or vehicle-related fuel card (hereinafter: FC).

3. DC provides a client- or vehicle-related FC with PIN number (PIN code) to the customer for authorization.
4. After the FC has been sent to the customer he will receive his personal identification number (PIN code).
5. The card customer is obliged to keep the PIN code strictly secret, to store it separately from the FC, to communicate it only to persons who are empowered to use the FC and to impose persons on the obligation to maintain secrecy.

6. DC shall remain the owner of the FC.

7. The transferability of the FC is excluded.

8. The use of the FC may only be carried out by the card customer or card customers who are provided for in the application.

III. scope of services

1. By owning the FC the customer is entitled to make use of services offered by DC service partners.

2. In case of vehicle-related fuel cards the card customer is only permitted to make use of services for the vehicle that are recorded on the card.

3. Supplies and services shall be provided on behalf of and on account of the respective DC service partner.

DC does not have any pressure to do well. Claims in case of supply difficulties and/or in case of changes in the network of the contractual partners cannot be asserted but have to be clarified with the respective service partner on site.

IV. due diligence obligations/card loss/ liability of card customer

1. The PIN code assigned by the issuer to the card customer is to be treated confidentially and only has to be passed on to entitled third parties. In particular, the PIN code may not be noted upon the FC.

2. The FC may not be kept in an unattended vehicle or room. The card customer and his agents must keep and use the FC with greatest care. It is their obligation to take care that the FC does not get lost or is misused.

3. Any loss, theft, misuse or any other unauthorized use of the FC must be reported to

DC immediately, within 24 hours at the latest, so that the card may be blocked. The notification about the card loss can be done by the card customer in writing (address: Duvenbeck Consulting GmbH & Co. KG, Ruhrallee 7, 46395 Bocholt), by telephone (phone number: +49 2871 2192 0), by fax (fax number: +49 2871 2182110) or by e-mail (e-mail-address: fuhrpark@duvenbeck.de). The blocking or activating of the fuel card can also be made by the respective service partner.

4. The card customer shall be held liable for any non-contractual or improper use of the fuel card culpably caused by him, in particular if

- (1) the PIN code has been noted on the FC or if the PIN code has been connected or stored together with the card in another way.
 - (2) the FC has not been stored carefully.
 - (3) the loss or theft of the FC has not been reported immediately to DC or
 - (4) the FC has been passed unauthorized to third parties or sub contractors.
- In this case the card customer is responsible for the negligence of his care duties.

V. liability/compensation

1. Any objections or any complaints about the quality and/or quantity of goods/services have to be handled directly with the DUVENBECK service partners (= with the respective petrol station where the goods/services have been purchased). In case of any visible defects, these must be notified to the respective service partner within 24 hours after the detection of the defect, non-visible defects within 24 hours from discovery of the defect, in writing or via fax. DC has to be informed about it at the same time. Otherwise the goods/services are regarded as approved.

2. DC shall not be liable for his service partners - as far as it can be legally excluded.

3. DC shall not be obliged to deliver.

5. DC assumes no liability for the faultless function of the card and for the transmission and/or the import of data.

VI. usage prohibition

1. DC may prohibit the use of the FC at any time, terminate the business relationship or lock the FC at the service partners.

The customer shall be informed about the carrying out of one of these measures within a reasonable period.

2. Especially any further use of the FC is prohibited to the card customer, if

- insolvency proceedings are commenced over the assets of the card customer or if the card customer is obligated to apply for the opening of insolvency proceedings.
- the card customer is obliged to declare in lieu of an oath about regarding his financial circumstances
- the contract between card customer and DC has been concluded or
- the card customer can see that invoices to be promptly paid have not been settled.

In these cases DC is authorized to immediately suspend all FC of the customer.

DC reserves the right to prosecute any abuse against the cases.

VI. contract term/termination/duty to hand over

1. The contract shall be concluded for an indefinite period. It can be cancelled in writing within a period of fourteen days effective at the end of the month.

2. After the contractual relationship ends, the FC has to be send back immediately to DC.

3. In case of an important cause, the measures under 1) and 2) shall be carried out without prior notice.

In this context an important reason may be especially

- if there is a strong suspicion of incorrect use of the FC by third parties.
- if non-payment on the due date and inspite of the first reminder by the service partner.
- if the petition to open insolvency proceedings on the assets of the customer has been

filed.

- in case of significant deterioration of the card customer's financial circumstances (this also applies if the considerable deterioration of the card customer's financial circumstances significantly threaten to deteriorate).

VIII. Data protection

The card customer is herewith informed that personal data such as name, phone number, e-mail-address, contact person, company and address at DC, its affiliated companies and other third parties (e. g. service partners) may only be charged, saved, processed and transferred for processing contracts. The particular service partner is entitled to charge, transfer, process and save the debit card, registration number, product group, amount, price and further information of the amount actually used.

This is also possible in the opposite case. Charging, transferring, processing, and saving data is only used for the purpose of fulfilling a contract.

Furthermore DC is entitled to inquiry information from credit institutes, inquiry agencies or other relevant agencies for credit checks of the respective card customer.

IV.information obligations of the customer

The card customer is obliged to communicate changes in his economic and legal circumstances, in particular changes regarding the legal status of his company and changes regarding the registered office or changes regarding his bank account promptly and in writing.

X. place of jurisdiction/ applicable law

The place of venue for all disputes from the business connection – even after its conclusion – is Bocholt. This shall also be exclusively the legal venue in case of all legal actions against DC, for claims of DC against the customer it is in force alternatively for other legal places of venue.

2. The law of the Federal Republic of Germany shall apply, the UN Convention on Contracts for the International Sale of Goods (CISG) does not apply. In case of legal dispute DC has the choice to base the law that is applied in the country the customer lives.

XI. General regulations

1. If parts of these general terms and conditions become ineffective, the validity of the remaining part remains unaffected.

2. DC is entitled to change these GTC at any time with future effect. DC will inform the other customer about this without the changed conditions to be communicated, it is sufficient to inform about the change – even in electronic form. The current terms and conditions are freely accessible on the website www.duvenbeck.de/agb/.

If the customer does not object to the change in writing within a period of one month from notification of the change, he shall then be considered to have approved the change. DC will explicitly notify the user about his right to object within the change notifications.

3. DC shall be entitled to assign all rights and duties arising out of the accepted contract to one of its affiliated companies