

General Terms of the Use of Fuel Cards

The general terms of the use of the ACL fuel cards define the rules of the cashless purchase of fuel, the use of car wash and purchase of car accessories with the use of Routex and PKN Orlen S.A. cards.

1.

ATHLON shall provide the sufficient amount of fleet cards for the vehicles listed in the written requisition presented by the User. The Card shall be used exclusively for refueling, using a car wash and buying of accessories for the vehicle with the registration number embossed on the front side of the fuel card, or in case of bearer cards – to the vehicle subject to the operational leasing agreement.

2.

ATHLON shall provide the service of ordering, blocking and sending the cards to the User, as well as re invoicing of the costs based on the transactions made by Routex and PKN Orlen cards.

3.

The User is responsible for the safe storage and proper use of the cards. In order to deactivate a card, the User shall notify Athlon's Operations Department in writing and send the card back. In case the cards is stolen, broken or lost, the User shall immediately notify Athlon's Operations Department by phone on +48(22)4235522 and respectively:

- in case of a Routex fuel card– 801114747
- in case of a PKN Orlen fleet card – 801235682

4.

In case of PKN Orlen fleet cards, the User shall be liable for any loss incurred due to transactions made with the use of a lost or stolen card. PKN Orlen shall assume the liability for the transactions made with the card after 24 h from the time when the Customer Service Department receives a notification about the loss damage or theft of a card, provided that such notification is done in accordance with section 4. In case a card is lost, damaged or stolen, ATHLON shall, upon the User's application, order a replacement card. ATHLON shall charge for it according to the PKN Orlen fee list. Should the card be recovered, the User shall immediately report that to Fleet Call Center on the abovementioned numbers. "General Terms of Sale and Use of the PKN Orlen SA Fleet Cards" shall be an integral part of the agreement.

5.

In case of Routex cards, the User shall be liable for any purchases made with the use of a stolen, damaged or lost card from the day the card is issued until the first working day after the Issuer is notified of the theft or loss. After a written notification and upon an application, the User shall receive a new card, which shall be issued for the same details but with a new number and a new PIN. "Terms and conditions of the cashless sale in the chain of entities operating in Routex system in Poland and abroad".

6.

The User shall be liable for both actions and negligence on their part as well as the Drivers and persons to whom the card was entrusted, especially for rendering it available with PIN to unauthorized persons.

7.

ATHLON shall not be liable for all the goods and services purchased with the use of a card which was stolen, damaged or lost in any other way, as well as for the mistakes which might occur in cooperation with the gas stations.

8.

The conditions herein shall be applicable for an indefinite period of time. Once a leased vehicle is being returned, the card shall be returned to ATHLON as well. Otherwise, the User is liable for all the purchase made based on the card until it is returned.

Appendix 1

§ 1. General provisions

The Terms and Conditions herein define the conditions for the issuance and use of "Routex" system Cards as well as the rules for making and settling the transactions made with the use of these cards.

§ 2. Definitions and titles

1. The phrases used in these Terms and Conditions and other documents included in the Customer service Agreement, unless explicitly stated otherwise, shall mean:

- a) **BP** – BP Polska Sp. z o.o., a limited liability company, with its registered seat on 1 Jasnogórska Street, 31-358 Kraków, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków – City Centre, XI Commercial Division of the National Court Register [KRS], under KRS number 000006983;
- b) **ICC** – International Card Centre Limited, a company established and operated according to the English and Welsh law, with its registered seat in Chertsey Road, Sunbury on Thames, Middlesex TW 167BP, Great Britain;
- c) **A Subsidiary of BP** – The British Petroleum Company p.l.c. and all the entities directly or indirectly dependent on it, as well as all the entities where The British Petroleum Company p.l.c. or the entities dependent on it have at least 30% of voting rights in any of their bodies;
- d) **Operator** – an entity operating one or more of gas stations included in the Routex system, and other Goods or Services merchant designated by BP/ICC settling the transactions in the Routex system;
- e) **Operator endorsed by BP** – Operator being a subsidiary of BP and an Operator not being a subsidiary of BP, and who does not operate any gas station included in Routex system, but has obtained the status of an Operator due to an appointment by BP or ICC, as well as an Operator not being a subsidiary of BP but operating a gas station pursuant to a separate franchise agreement, agency agreement or a similar agreement executed with BP;
- f) **Operator not endorsed by BP** – Operator not being an Operator endorsed by BP;
- g) **Agency Station** – any gas station defined by BP as being such; the information regarding which gas station is an Agency Station shall be available in the BP's Fuel Card Department;
- h) **Client** – a person who has entered an agreement with BP and ICC for the Customer service;
- i) **User** – a Client and other persons, who were authorized by the Client to use the Card and to make declarations of intent on their part, and especially to purchase Goods and Services made available by the Operator. This phrase includes as well persons using Cards in situations described in article 6, section 3 and article 13, section 4 of the Terms and Conditions. In particular, a User is a person to whom the Client has revealed PIN. The actions and declarations of intention by or towards the User shall be considered as the actions and declarations of intention by or towards the Client;
- j) **Agreement** – the agreement for Customer service along with the Terms and Conditions and other documents included in it;
- k) **Terms and Conditions** – the terms and conditions herein;
- l) **Card** – a BP PLUS card with a "Routex" symbol, issued to the Client by BP and ICC, which shall allow the Client to purchase Goods and Services as per conditions defined in the Agreement and which shall serve for registering such transactions;
- m) **PIN** – a personal identification number connected to the Card and allowing for an electronic validation of a transaction;
- n) **PLN** – Polish zloty;
- o) **EUR** – the currency of the countries in the Eurozone;
- p) **USD** – USA dollar;
- q) **Equivalent in PLN** – in reference to prices and amounts expressed in a currency other than PLN, the equivalent amount in PLN of such price or amount defined by ICC;
- r) **Appendix** – an appendix to the Agreement;
- s) **Goods** – goods, including Fuel, listed in the Manual for the usage of BP PLUS Cards, regardless of the product limitations imposed on particular Cards pursuant to article 3 section 8 below; in case of Goods not constituting objects pursuant to civil code, the provisions of the Terms and Conditions are applied accordingly;
- t) **Fuels** – petrols, LPG, and diesel oils listed in the Manual for the usage of BP PLUS Cards;
- u) **Services** – services listed in the Manual for the usage of BP PLUS Cards, regardless of the product limitations imposed on particular Cards pursuant to article 3 section 8 below;
- v) **Special Services** – services provided by ICC or BP for the Client consisting in ICC or BP performing particular services for relevant Operators, as a result of which, the Users will acquire the rights to drive through particular bridges, tunnels, or highways, or other similar rights connected to exemption from other required services (including payments), without the necessity for the Users to pay particular fees, or perform other actions directly for the

benefit of the Operators, provided that the given Operator agrees to the User's use of a Card in order to acquire a particular right. With the exceptions stemming from article 4 section 6 below, the provisions of these Terms and Conditions relating to the Services shall be applicable to the Special Services. With respect to that, whenever there is a mention of Services available from or subject to performance by the Operator, it shall mean Special Services available from ICC or BP with relation to the use of the Card at a given Operator;

w) **Working day** – any day with the exception of Saturdays, Sundays and bank holidays in Poland.

2. The chapter titles of the Terms and Conditions have been introduced purely to facilitate its use and do not constitute its part, nor may they be used to interpret its provisions.

§ 3. Cards – types, conditions for their issuance and use

1. A Card is a property of BPICC
2. A Client shall receive a domestic Card enabling them to purchase Goods and Services in Poland or an international Card enabling them to purchase Goods and Services in Poland and abroad
3. Depending on the request from the Client, it is possible to issue the following types of Cards enabling to make transactions in Poland or with an extension abroad:
 - a) Card assigned to a vehicle – the use of this card may be made by any User driving a vehicle with the registration number provided in the Card;
 - b) Personal Card – only the User named in the Card may make use of it;
 - c) Bearer Card – any User may make use of such a Card.
4. Unless the Parties agree otherwise in writing, the Card or Cards shall be issued within 10 working days from the Agreement entering into force, in the specified amounts and after the Client has made an agreed upon payment of collateral. The Client may, during the period of the Agreement, request new cards by placing an order to Athlon. In case the Client is unable to place an order through the Internet, they may place the written order by fax or by post. New Cards shall be issued within 10 working days from the time Athlon receives a written order.
5. Once a Personal Card is delivered to the User whose personal details are specified on the Card, they shall sign it with their name and surname with no delay.
6. Each Card delivered to the Client shall be accompanied by a separate sealed envelope with the PIN to it. The Client shall have the right to reveal the PIN to other Users. The Users shall keep the PINs in secret and not reveal them to third parties, including the employees of the Operators.
7. The Card may only be used by the User.
8. On the Card, there shall be embossed a digit representing the type of Goods and Services, for the purchase of which the given Card may be used.
9. A Card issued before the expiry date of another Card shall be valid through the period of 2 years from the date when this previous still valid Card was issued to the Client.
10. The expiry date of the Card shall mean the last day of the month embossed on the Card. After the Card has expired, BP shall issue a new Card, as per the provisions of these Terms and Conditions.
11. The Card must not be used after its expiry date.
12. The Card may be used after being shown to an Operator. In order to confirm the right to use the Card, once a transaction is made, the User shall enter PIN on a pinpad (in case of pin&chip validation of a transaction). In case of the manual validation of a transaction, the User shall sign a so-called voucher. Each transaction made with the use of a Card shall be confirmed with a purchase document, and should it not be issued – a receipt.
13. The Operator shall have the right to verify the conformity of the registration number embossed on the Card with the registration number of the vehicle driven by the User (in case of the Card assigned to a vehicle), as well as the signature of the User with the specimen on the Card (in case of a personal Card) and to refuse to provide service should they establish any discrepancy.
14. The detailed rules for the use of the Card shall be included in the Manual for the use of a Routex Card constituting an appendix to the Agreement. The provisions of the Manual mentioned in this section are subject to change by BP as per article 12 of the Terms and Conditions herein.

§ 4. Executing agreements with the use of the Cards

1. Unless otherwise stated by the provisions of the Agreement, the Cards provided to the Client by BP and ICC shall enable the Client (acting personally or per proxy of other User), after having shown the Card to the Operator, to purchase, under the conditions defined below, Goods and Services available from a given Operator or per proxy of them.
2. Pursuant to the Agreement, the party selling Goods and providing Services to the Client, to whom the Card was issued, shall be:
 - a) in case of Goods provided in Poland by an Operator not endorsed by BP, or provided by the Operator outside of Poland – ICC;

- b) in case of Goods provided in Poland by an Operator endorsed by BP – BP;
 - c) in case of Services provided in Poland by an Operator not endorsed by BP, or provided by the Operator outside of Poland – ICC;
 - d) in case of Services provided in Poland by an Operator endorsed by BP – BP.
3. The purchase of Goods by the Client from BP or ICC shall be preceded by the execution of an agreement for the sale of Goods between BP or ICC (depending on the circumstances, which is specified in section 2 above) represented by the Client and the Operator acting on their own behalf or per proxy (including other Operator). The execution of the aforementioned agreement for the sale of Goods shall take place once the Client (pursuant to article 4, section 12 of the Terms and Conditions) informs the Operator of the use of the Card with regards to the Goods indicated by the Client and that are available from this Operator, or the Operator who is being represented by this Operator. In case of transactions made in relation to the Fuels on the Agency Stations, the Operator acting per proxy, which is mentioned in the first sentence above, shall be BP Express sp. z o.o. with its registered seat in Kraków. BP and ICC hereby authorize the Client (and the Users acting on their behalf) to execute the abovementioned agreements in their name and to their benefit.
4. Pursuant to the Agreement, in order to purchase the Goods for themselves, as per the agreement between BP or ICC and the Operator (referred to in section 3 above), the Client shall be obliged to and shall have the right to perform the following actions:
- a) in case of Goods provided in Poland by an Operator not endorsed by BP, or provided by the Operator outside of Poland, the Client shall have the right to their reception and possession in the name of their owner, that is ICC. Directly after gaining the possession, ICC shall transfer the ownership of these Goods to the Client for the price specified in article 6 of the Terms and Conditions. Apart from receiving the Goods, the Client shall also pay the price mentioned above.
 - b) In case of Goods provided in Poland by an Operator endorsed by BP, the Client shall have the right to their reception and possession in the name of their owner, that is BP. Directly after gaining the possession, BP shall transfer the ownership of these Goods to the Client for the price specified in article 6 of the Terms and Conditions. Apart from receiving the Goods, the Client shall also pay the price mentioned above.
5. The provision of the Service for the Client shall happen as a result of the execution of an agreement for the provision of Service under the conditions specified below and for the price specified in article 6 of the Terms and Conditions. The execution of the agreement for the provision of Service shall take place once the Client (pursuant to article 3, section 12 of the Terms and Conditions) informs the Operator of the use of the Card with regards to the Services indicated by the Client and that are available from this Operator. Depending on the status of the Operator (pursuant to section 2 above), the parties of the agreement for the provision of Services shall be respectively the Client and ICC or the Client and BP, and the Operator shall only be an executor authorized by ICC or BP.
6. The provision of the Special Services for the Client shall consist in enabling the User to benefit from the rights described in article 2, section 1, point v), without the necessity of providing specific compensation for the Operator directly, but in return for the obligation to make the payment for the same or equivalent amount (specified pursuant to the rules defined in article 6 below) by the Client for the benefit of respectively ICC or BP, as per the rules defined in Terms and Conditions.
7. In case of Goods and Services sold or provided in Turkey, Greece, the Czech Republic, Andorra and Gibraltar, the parties of the agreements for the sale of Goods or the agreements for the provision of Services shall be the Client and the last owners of the Goods before their provision, or the direct providers of the Services (depending on the case).
8. The list of all the currently available Special Services shall be published on the webpage www.bpflota.pl. BP and ICC reserve the right to remove from sale any Goods or Services at any given moment.
9. One Card cannot be used to make more than 5 transactions a day, or the transactions, the amount of which would exceed 6000 PLN. For the purpose of the above provision, a day shall mean the period of 24 hours beginning from 0:00 UTC (Coordinated Universal Time). On an email or written demand of the Client, BP/ICC may change the values of the limits mentioned above.

§ 5. The Loss or Blocking of the Card

1. The Client shall be responsible for the safe storage of all the Cards that were issued to them and for their use in accordance with the provisions of the Agreement.
2. In case of the loss of or damage to the Card, the Client shall notify BP as soon as possible. The notification shall be made through an internet account on BP Plus on-line. Should it be impossible to notify through the Internet, such notification shall be sent by fax to the Fuel Card Department of BP Polska on 801114747 or a different number provided by BP.
3. With the reservation of section 4 below, the Client shall be obliged to pay for all the Goods and Services purchased by or provided for the person using the Card which has been lost, provided that such purchase or provision (of Service) occurred during the period from the issuance of a given Card to the Client until the end of the first working day (in case

of Goods and Services in Poland) or the end of the second working day (in case of sale outside of Poland) following the notification sent to BP informing of the loss of or damage to the Card.

4. Despite sending the notification mentioned in section 2 above, the Client shall be obliged to pay for all the Goods purchased and Services provided with the use of PIN or resulting from rendering the Card available to a third party.
5. After the notification mentioned in section 2 above, under the conditions set in Terms and Conditions, the lost Card shall be blocked by BP on the Client's demand and a new Card with a new PIN shall be issued.
6. Should a Card previously reported to BP as lost be recovered, the Client shall immediately cut the magnetic band of this Card in half. The Client may not use a recovered Card.
7. The Client shall be obliged to provide to BP all the information regarding the circumstances of the damage to, loss or improper use of a Card, whereas BP and ICC shall be entitled to reveal the information to the entities or persons relevant for their assessment.

§ 6. Prices

1. The sale of Goods and Services shall occur based on the prices applicable at the Operator's at the time of the sale or provision of Services and Special Services.
2. The prices of the purchases made with the use of the Card abroad shall be converted by ICC from the purchase currency to EUR and then to PLN based on the "Euro Spot Forward..." table published by Financial Times on the day when a given transaction is entered into the Card service system. A processing fee of 1,85 % shall be added to the currency conversion rate from EUR to PLN.
3. BP/ICC reserve the right to charge processing fees for the provision to the Client of Special Services mentioned in article 2, section 1, point v) as per the fee table published on the BP website, which however may not exceed 6% of the amount of the transaction and the additional fees for the fuel in case of the transactions made in the countries which were not members of the European Union on the 2nd of May 2004.

§ 7. Invoicing, Payments, Collaterals

1. The invoices for the Goods and Services sold (or provided to the User) shall be issued by BP/ICC twice a month in arrears, and the payment of the amounts specified in them shall be made in PLN, by a bank transfer from the Customer's bank account to the bank account specified by BP. The invoices for the last settlement period of a given calendar year shall be issued by the 7th of January of the following calendar year. The Client shall authorize BP to make the abovementioned transfers on their behalf in a separate document (a Direct Debit Mandate).
2. The invoices listing the Goods and Services shall be issued to the Client separately for every country in its currency and the information on the equivalent of VAT in that country shall be provided. In case Goods and Services are purchased outside of the BP chain or abroad, the total amount to the debit of the Client's account shall be provided in a Debit Note expressed in PLN, which shall be the sum of the VAT invoices for the particular countries in which the purchases were made. BP/ICC hereby warn that for the Goods and Services purchased in some European countries, instead of the VAT invoice, a debit note may be issued. The current list of the countries for which a debit note is issued shall be available in BP's headquarters. In case a purchase of fuel is made with the use of the bearer Cards outside of BP chain in Poland, BP/ICC shall not guarantee to put the vehicles' registration numbers which were refueled into the invoices.
3. The Client shall pay for all the Goods and Services purchased by them or provided to them when using the Card that was issued to them.
4. Any complaints and objections regarding the transactions made with the use of the Cards may only be considered if the relevant written notifications are sent to BP's address within the 30 days from the time the Client receives the summary of the transactions.
5. In case of default in payment referred to in section 1 above, caused by the circumstances other than the sole fault of BP/ICC, BP shall have the right to charge statutory interest for the delay.
6. In case the Client fails to pay for the Goods, Services and Special Services, BP and ICC shall have the right to enter the Client to the National Register of Debtors. The Client agrees for BP and/or ICC to seek information on their material situation from the specialized entities (credit information agencies) for the collections purposes. The Client shall bear all the costs connected to such collection procedures.

§ 8. Suspension of a Card, Revocation of a Card

1. In case of:
 - a. BP or ICC determining the default in payment from the Client in relation to the payment dates outlined in the Agreement with Athlon;
 - b. when the total amount of the unsettled transactions exceeds the amount of the collateral paid by the Client;
 - c. a substantiated piece of information is presented to Athlon regarding the deterioration of the Client's financial situation;
 - d. filing of a motion for the bankruptcy or the composition proceedings towards the Client being engaged;

- e. Negative result of a verification done by Euler Hermes (when the collateral is provided as a HERMES Insurance Policy of the Merchant's Credit Risk);
- f. Not providing or not applying change (increase) to the collateral despite the request raised by BP;
- g. In other substantiated circumstances posing a threat to the interests of BP.

BP and/or ICC may temporarily withhold from the Client the possibility of making transactions with the use of the Card (Cards). With the exception of the automatic blockade of the cards due to the Client's exceeding of the credit limit mentioned above, the withholding of the possibility to make transactions.

(Suspension of a Card) shall occur on the day the Client is sent, by fax, email or post, an appropriate notification of that fact. The above provision does not stand in contradiction to the provisions of article 13 of the Terms and Conditions.

2. Once BP or ICC acknowledge the overdue payments, the suspension of Card (Cards) of the Client shall be removed, with the reservation that if during the period of the suspension the termination of the Agreement occurs, BP/ICC shall not be obliged to remove the suspense of the Card (Cards).
3. The Cards may be voided with the use of the internet account on BP Plus online. In case when the voiding of the Card/Cards is impossible online, a filled out form for the voiding of the Card/Cards shall be sent to BP by fax or by post. (The Cards shall be voided within 21 days from the date of the reception of the voiding form). In such case, the Client shall destroy the voided Cards by cutting across the magnetic stripes of all the voided Cards.
4. Immediately after the Agreement is terminated, the Client shall cut across the magnetic stripes of all the Cards in their possession. The Client shall still be responsible for making payments for the purchase of Goods and Services acquired with the use of the Cards before their destruction.
5. The Client shall present to BP and/or ICC, upon their request, the documents reflecting their current financial situation.

§ 9. Liability

1. The Client shall be liable for any loss by BP or ICC directly or indirectly with regards to or as a result of:
 - a. fallacy of the statements issued in relation to the signing of the Agreement
 - b. fraudulent use of the Card issued to the Client, or its use in contradiction with the Agreement.
2. Moreover, the Client shall be liable under general conditions for all the actions, other than those described in section 1 above, or negligence of their own or on part of the entities for which they are responsible under the Agreement or the provisions of the law, which would constitute the default in the Agreement or an improper execution of this Agreement, unless the default in the Agreement or an improper execution of this Agreement occurred due to the circumstances independent from the Client and the User.
3. With the reservation for the provisions of the section 4 below, ICC and BP shall be liable exclusively for those losses on part of the Client, which are the direct result of a wrongful default in the Agreement or a wrongful improper execution of the Agreement.
4. With regards to the liability for the faults of the Goods, the liability of BP and ICC shall only be established in case damage occurs due to the existence of the fault when the physical fault of the Goods manifests itself but was unknown to the Client or the User at the time of the purchase, whereas the liability shall only include the damage being directly caused by the existence of the abovementioned fault and provided that the responsible entity was notified of the abovementioned fault within the period of 14 days from the day such a fault was uncovered (for the purpose of this provision, the entity responsible shall be either BP or ICC, depending on the situation).

§ 10. The transfer of the rights and responsibilities

1. After having received the written approval from BP, the Client shall have the right to transfer onto third parties a part or entirety of their rights or responsibilities stemming from the provisions of the Agreement.
2. BP and ICC shall have the right to transfer onto any Subsidiary Company of BP a part or entirety of their rights or responsibilities stemming from the provisions of this Agreement, without the necessity of getting the Client's approval for doing so, provided that they still remain liable for the execution of the responsibilities by the Subsidiary Company of BP.
3. BP and ICC shall have the right to commission the execution any of their responsibilities stemming from this Agreement to a Subsidiary Company of BP or any other entity provided that they still remain liable for the proper execution of these responsibilities.

§ 11. Changes in the Terms and Conditions

1. Unless otherwise stated by the provisions of the Agreement and Terms and Conditions, the change in the Terms and Conditions may occur, among other ways, by BP or ICC sending to the Client the suggested change against the confirmation of receipt.
2. Within 14 days from the receipt of the notification, the Client shall have the right to decline their approval of the suggested change in the Agreement. The lack of a written statement within the abovementioned 14 days' period declining the approval of the suggested change shall mean the approval of the suggested change.
3. The change in the Terms and Conditions made pursuant to section 2 above shall be effective on the 31 (thirty-first) day of following the day when the notification with the suggested change was issued.
4. The decline to approve the change in the Terms and Conditions suggested pursuant to section 2 shall be equivalent to giving notice pursuant to article 13, section 1. During the notice period, the changes that were declined shall not be effective.

§ 12. Termination of the Agreement

1. The Parties shall have the right to terminate the Agreement with the 30 days' notice period presented in writing. In case the Agreement is terminated by the Client, the notice of termination shall be sent to the address of BP.
2. In case the User infringes the provisions of the Agreement, BP and ICC shall have the right to revoke some or all of the Cards by means of sending to the Client's address the notification with regards to that. Should the Parties, within 60 days from the issuance of a notification revoking all or the last of the Cards, not agree in writing to issue for the Client at least one new Card, the Agreement shall be terminate with the end of the last day of the abovementioned 60 days' period.
3. Moreover, BP or ICC shall have the right to terminate the Agreement with immediate effect without giving notice in case the User infringes its provisions. In order to do that, BP or ICC shall notify the Client, in writing or by fax, of the termination of the Agreement without notice period and shall send to the Operators an instruction to block any subsequent use of the Cards.
4. Immediately after the Agreement is terminated, the Client shall cut in half and return to BP all of the issued Cards. The Client shall still make payments for the purchases of Goods or provision of Services with the use of the Cards after the termination of the Agreement and before the Cards cut in half are delivered to BP. In case of the termination of the Agreement caused by the circumstances independent from the Client, all the receivables from the Client to BP shall immediately become due and payable.
5. Should the Client deposit cash as a collateral for BP, the amount of the deposit shall be returned to the Client, within 60 days from the day the Agreement is terminated, in the amount from which the unpaid receivables from the Client to BP are to be deducted.

The Application of the General Terms for the Sale and Use of the PKN ORLEN S.A. Fleet Cards from 01.07.2008

The Terms below shall be applicable for the making of cashless transactions with the use of the PKN ORLEN S.A. for the Agreements executed after 01.07.2008.

The idea for the use of the Fleet Card System: The S or K Cards used by the **Fleet** for intermittent service of the **cars or the drivers** of the Fleet by the **Operators** consisting in the continuous sale of **Products or Services** by **PKN Orlen S.A.** without the use of cash (**cashless transactions**) with a delayed period of payment, registered in the electronic system of the Operator and settled by PKN Orlen S.A. after the end of the **settlement period** of the Fleet servicing agreed upon by the **Parties of the Agreement**.

The Explanation of the phrases and the phrases connected to them shall be provided by the following dictionary.

1. **Definitions** – the words and phrases used in these Terms shall mean the following:
 - a) **Agreement** – the agreement for the issuance and the use of the Fleet Cards executed between the Fleet and PKN ORLEN S.A., the integral part of which are these Terms;
 - b) **Terms** – these General Terms for the Sale and Use of the PKN ORLEN S.A. Fleet Cards from 01.07.2008;
 - c) **Fleet** – the client with whom PKN ORLEN S.A. has executed an agreement for the issuance and the use of Fleet Cards, who pursuant to the provisions of the Act on the electronic means of payment shall be considered the cardholder;
 - d) **Fleet Cards** – the "K" and "S" type Fleet Cards. The Fleet Card shall mean either the "K" type Fleet Card or the "S" type Fleet Card;
 - e) **Products** – the products listed in the Table of Products and Services constituting Appendix no. 2 to these Terms
 - f) **"K" type Fleet Card** – a PKN ORLEN S.A. fuel card with the symbol of "Polish Fleet" on the obverse, issued to the Fleet by PKN ORLEN S.A. for the name of a Fleet's driver as an authorized user and being a payment card pursuant to the provisions of the Act on the electronic means of payment;

- g) **"S" type Fleet Card** – a PKN ORLEN S.A. fuel card with the symbol of "Polish Fleet" on the obverse, issued to the Fleet by PKN ORLEN S.A. for a registration number of a Fleet's vehicle and, pursuant to the provisions of the Act on the electronic means of payment, being a mean of electronic payment other than a payment card or a mean of electronic money;
- h) **The service of the Fleet Cards** – The services of PKN ORLEN S.A. for the Fleet, consisting in the preparation for: the issuance of the Cards, the update of the Cards due to the expiry of the validity or the change of the details, the reissuance of the Cards in case of their loss or damage, for which PKN shall charge the fee indicated in the Table of Fees;
- i) **PIN** – a secret, four-digit long Fleet identification number, which along with the details included on the Fleet Card shall serve for the identification of the Fleet, and which pursuant to the provisions of the Act on the electronic means of payment shall be an identification code;
- j) **ORLEN Gas Stations** – The PKN ORLEN S.A. gas stations which have the logo of "Polish Fleet" and the trade-mark of ORLEN;
- k) **Bliska Gas Stations** - The PKN ORLEN S.A. gas stations which have the logo of "Polish Fleet" and the trade-mark of BLISKA;
- l) **Operator** – the entity operating an ORLEN Gas Station or Bliska Gas Station in the PKN ORLEN S.A. chain and which has the trade-marks of the "Polish Fleet" system; the current list of the gas stations included in the "Polish Fleet" system along with their addresses and placement on the map of Poland is available online at www.orklen.pl and www.bliska.pl;
- m) **Services** – the services listed in the Table of Goods and Services constituting Appendix no. 2 to these Terms;
- n) **Cashless Transactions** – the continuous sale of Goods and/or Services made to the Fleet with the use of the Fleet Cards and **registered in the Operator's system**;
- o) **Printout from a terminal** – a document used to confirm the making of a cashless transaction by an authorized person;
- p) **Receipt** – a document replacing the printout from a terminal issued by the Operator for a Cashless Transaction in case any malfunction of either the Fleet Card or the Terminal occurs;
- q) **Working Days** – all the days with the exception of Saturdays, Sundays and bank holidays;
- r) **DZF Department** – the department in charge of the Sale of the PKN ORLEN S.A. Fleet Cards or any other organizationally or legally separated entity, whose job it is to service the Fleet Cards, and that would be indicated by PKN ORLEN S.A.;
- s) **Terminal** – a TRANZ 395/P350/ SC552 terminal set consisting of a terminal, a pinpad and a printer, installed in the gas stations included in the "Polish Fleet" system, and which belongs to PKN ORLEN S.A. or any other technical set with a functionality corresponding with TRANZ 395/P350/ SC552, installed in the gas stations included in the "Polish Fleet" system;
- t) **PKN ORLEN S.A.** - Polski Koncern Naftowy ORLEN Spółka Akcyjna (a joint stock company), with its registered seat on 7 Chemików Street in Płock, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register [KRS], under KRS number 000028860;
- u) **Limit** – the maximum amount of Goods and Services or the amount expressed in PLN provided in the Application and relating to each Fleet Card and within the Fleet Card structure, above which the Fleet may not purchase Goods and Services in a daily, weekly or monthly period, as per the Application;
- v) **Table of the Goods and Services** – the table of goods and services available in the "Polish Fleet" system, which constitutes Appendix no. 2 to these Terms;
- w) **Application** – Fleet's application to PKN ORLEN S.A. for the issuance of one or many Fleet Cards, filed by the Fleet after having executed an Agreement with PKN ORLEN S.A.;
- x) **The Act on the electronic means of payment** – the act of September the 12th 2002 on the electronic means of payment (Dz. U [Journal of Laws] from 11.10.2002, No. 169, item 1385, as amended);
- y) **Collateral** – a collateral made by the Fleet for the claims of PKN ORLEN S.A. which may result from the execution of the provisions of the Agreement;
- z) **BIOESTER** – it is a type of fuel produced from vegetal oils, intended to be used with the vehicles with DIESEL engines. It conforms to all the Polish and European norms for the liquid biofuels EN 14214. It may be used as an additive or a replacement of the conventional diesel oils in trucks and cars as well as special vehicles. The drivers who decide to refuel with BIOESTER shall check the possibility of its use with their vehicles;
- aa) **Fleet online portal** – an online information news bulletin offering the services enabling the management of the Fleet with regards to the signed agreement for the Issuance and the Use of Fleet Cards. The portal is intended for the closed group of the users who have signed with PKN ORLEN S.A. the agreement for the Issuance and the Use of Fleet Cards. The Portal is available online under <http://www.flota.orklen.pl> and <http://flota.orklen.pl>;
- bb) **Portal's User** – a person indicated by the Fleet who on their behalf shall gain access to the Fleet Portal and shall be fully liable for all the actions made with the use of it,

cc) **Login** – the name used to identify the user of Fleet Portal, which is a string of characters assigned to a given user of the Portal. A scope of permissions is defined by the Fleet to each login.

2. **The use of the Cards within Poland**

The Fleet Cards shall entitle the Fleet to make Cashless Transactions at the Operators, with whom PKN ORLEN S.A. has executed appropriate agreements, provided that the abovementioned Cashless Transactions referred to in section 2 shall only relate to the Goods and Services as defined by these Terms.

3. **The issuance of the Fleet Cards**

4. **Types of Fleet Cards**

PKN ORLEN S.A. issues personal Fleet Cards (“K” type Fleet Card) or Cards for a registration number of a Fleet’s vehicle (“S” type Fleet Card) depending on the Application.

5. **Application**

The Fleet Cards shall be issued based on the Application filled out and delivered by the Fleet to the DZF Department. The Applications may be filed in writing or with the use of electronic means. In case of the issuance of personal Fleet Cards, pursuant to art. 31 of the Personal Data Protection Act dated 1997.08.29 (Dz.Ust. from 2002, No. 101, item 926, as amended), the Fleet entrusts, and PKN ORLEN S.A. undertakes to process the personal data of the Fleet’s employees in the extent necessary for the issuance and the use of the Fleet Card, i.e. the acquiring, recording, processing, correcting and removing of the data and in the purpose necessary for the exercising of the rights and responsibilities resulting from the conditions of the operating the “Polish Fleet” system.

PKN ORLEN S.A. hereby undertakes to employ all the technical and organizational means envisioned in articles 36-39 of the personal data protection act while processing the personal data entrusted to it.

6. **Timeframe**

The Fleet shall establish for the benefit of PKN ORLEN S.A. a Collateral and deliver the proof of the establishment of the Collateral to PKN ORLEN S.A. The issuance of the Fleet Cards shall take place within 15 Working Days from the time PKN ORLEN S.A. accepts the Collateral established by the Fleet.

7. **Additional documents or information**

PKN ORLEN S.A. shall have the right to make the execution of the Agreement and the issuance of the Fleet Cards dependent on the filing by the Fleet of the additional documents and/or the provision of additional information regarding the creditworthiness of the Fleet and the possibility of the Fleet to establish a Collateral. The documents referred to in the previous sentence shall be delivered to PKN ORLEN S.A. together with the Applications. The non-compliance with regards to this obligation referred to in the first and the second sentence may result in the decline of the Application on part of PKN ORLEN S.A.

8. **Decline of Application**

PKN ORLEN S.A. reserves the right to decline on any given stage of the execution of the Agreement, should it start doubting in the creditworthiness of the entrepreneur wishing to join the “FLEET” program.

9. **Delivery of Fleet Cards**

The Fleet Cards shall be sent to the Fleet by courier or registered post to the address indicated by the Fleet. The PIN codes shall be sent on the following Working Day.

10. **Right of the Fleet to withdraw from the Agreement**

The Fleet shall have the right to withdraw from the Agreement within 14 days from the delivery of the first Fleet Card, provided that it has not made any Cashless Transactions with the use of the Fleet Card. In such case, PKN ORLEN S.A.

shall keep the right to charge the Fleet with the costs related to the issuance of the Fleet Cards according to the Table of Fees.

11. Ownership of the Fleet Cards

The Fleet Cards shall be the property of PKN ORLEN S.A.

12. Users of the Fleet Cards

A User of the Fleet Card may be any legal person authorized by the Fleet to make Cashless Transactions as specified in the Agreement, on behalf and for the benefit of the Fleet, and in case of the "K" type Fleet Cards - the person, whose at least name and surname were indicated in the Application and was included on the "K" type Fleet Card.

13. Limits

a. General terms

The Fleet shall indicate in the Application the quantitative and/or value Limit for the purchases of Goods and Services with the use of Fleet Cards for the given settlement period with the division made for each of the Fleet cards. The Limits shall be placed in the Fleet Card structure.

b. Changes of the Limits

The Limit may be changed by PKN ORLEN S.A. upon Fleet's written request. The Change in the Limits results in the necessity to replace the Fleet Card. The replacement of the Fleet Card shall take place pursuant to the applicable provision of subsection 6b of the Terms herein.

14. Replacement of the Fleet Cards

c. Expiry date

Each Fleet Card shall have the expiry date with a year, month and day on its back. The validity of the Fleet Card shall end on the day provided on the Fleet Card. The use of the Fleet Card after this date shall be impossible.

d. Deadlines

In order to receive a new Fleet Card, the Fleet shall file an Application to Athlon by latest 14 days before the expiry date of a given Fleet Card. PKN ORLEN S.A. shall replace such Fleet Card by a new one with the details according to the Application from the Fleet within 10 Working Days from the time such an Application, provided that it was filed on time and correctly. The new Fleet Card shall be delivered to the Fleet pursuant to the provisions of subsection 4f of the Terms herein. The Fleet shall send the expired Fleet Card to the DZF Department within 7 days from the time it receives the new Fleet Card.

e. Change of details in a Fleet Card

In case of the change of the registration number of a vehicle, change or liquidation of a vehicle, or change of the driver's details, for which a Fleet Card is issued, the Fleet shall immediately notify PKN ORLEN S.A. of the change in order to revoke such a Fleet Card and shall file an application for the replacement of the Fleet Card with a new one issued for the updated details. The Fleet shall destroy the revoked Fleet Card by cutting across through the microchip so that it is destroyed. The replacement of the Fleet Card shall be done pursuant to the procedure indicated in subsection 6b of the Terms herein, with the reservation that the Fleet shall pay the fee for the issuance of the new Fleet Card indicated in the Table of Fees.

15. Loss of a Fleet Card and the scope of the liability for the damages resulting from its use by unauthorized persons

a. Responsibility to protect the Fleet Card

The Fleet and the person authorized to use the Fleet Card shall be obliged to:

- (1) store the Fleet Card and secure the PIN with due diligence,
- (2) not to store the Fleet Card together with the PIN,
- (3) immediate notification of PKN ORLEN S.A. of the loss or destruction of the Fleet Card, occurring not later than within the timeframes specified in the Terms herein,
- (4) not sharing the Fleet Card and/or the PIN with unauthorized persons.

b. Damage before the issuance of a Fleet Card

The issuance of the Fleet Card may only occur once the Agreement is executed. PKN ORLEN S.A. shall be liable for any damage caused by the use of the Fleet Card by an unauthorized person from until the Fleet Card is issued to the Fleet pursuant to the provisions of the Terms herein.

c. Procedure in case of the loss or destruction of the Fleet Card

In case of the loss or destruction of a Fleet Card, the Fleet shall immediately make a notification of that fact by phone on the Fleet customer service line number of 0-801-2-35682 for the land line, and 0-501-2-35682 for the mobile phones, in order to report the loss of the Fleet Card and additionally to confirm the phone notification by sending a fax to the number (024) 365 53 22. The notifications of a lost or destroyed Fleet Card may be done 24/7. Every notification of the loss or destruction of the Fleet Card shall include the number of the lost or destroyed Fleet Card, its type, the name of the Fleet as well as the registration number of the vehicle or the surname of the driver, whose details were used to issue the Fleet Card. The Fleet shall render available to PKN ORLEN S.A. all the information, which PKN ORLEN S.A. requests, regarding the circumstances in which the Fleet Card was lost or destroyed. PKN ORLEN S.A. shall confirm the revocation of the card by posting the applicable information on a personalized website in the list of cards on the client's account. PKN ORLEN S.A. holds a register of the notifications of the loss or destruction of the Fleet Cards, which includes the information regarding the Fleet Card number reported as lost or destroyed, the person making the notification and the circumstances in which the Card was lost or destroyed, along with the date, hour and minute of the notification being made.

d. Liability

- (1) Unless otherwise stated by other provisions of the Terms herein, the Fleet shall be fully responsible for the proper and safe use of all the Fleet Cards issued to it. The Fleet shall be especially liable for the Cashless Transactions made by the unauthorized persons occurring due to the non-compliance by the Fleet or the authorized person with the responsibility to protect the Fleet Card, as described in subsection 7a of the Terms herein.
- (2) The Fleet shall be liable under general conditions for any results of the default in or improper execution of the provisions of the Agreement.
- (3) The Fleet shall be liable for the actions or omissions on the part of itself, its drivers or persons to whom the Fleet Card was entrusted as well as for the sharing of the Fleet Cards and PINs with the unauthorized persons.
- (4) The Fleet's liability shall include all the damage caused and later uncovered during the period of the Agreement being in force, as well as after its termination, regardless of the means of its termination.
- (5) Unless otherwise stated by other provisions of the Terms herein, PKN ORLEN S.A. shall be liable for all the damage caused to the Fleet and being a direct result of the default in or improper execution of the provisions of the Agreement.

e. Limitations of the liability of the Fleet

- (1) The Fleet shall be liable for the Cashless Transactions made with the use of the lost Fleet Card until its loss is reported to PKN ORLEN S.A., up to the equivalent amount of 150 EUR converted to PLN according to the mean EUR exchange rate published by the National Bank of Poland for the day on which PKN ORLEN S.A. was notified of the loss of the Fleet Card. The limitation above shall not be applicable however to the Cashless Transactions which were made with Fleet's or person's authorized to use the Fleet Card fault, especially if they did not respect the responsibilities of the protection of the Fleet Card specified in subsection 7a of the Terms herein and/or the notification responsibilities towards PKN ORLEN S.A. regarding the summary of the Cashless Transactions specified in subsection 9b of the Terms herein.

(2) The Fleet shall not be liable for the Cashless Transactions made with the use of the lost Fleet Card after PKN ORLEN S.A. has been notified of its loss, unless the loss occurred with a wrongful intent of the Fleet or the person authorized to use the Fleet Card.

(3) The Fleet shall not be liable for the Cashless Transactions made with the use of the lost Fleet Card, provided that these transactions were made as a result of a default in the responsibilities of PKN ORLEN S.A.

f. Replacement Fleet Card

In case of the loss or destruction of the Fleet Card, PKN ORLEN S.A., on the written request from the Fleet, shall issue a replacement Fleet Card. The Fleet shall receive within 10 Working Days from the filing of such an Application a replacement Fleet Card, with a new identification number and a new PIN, marked with the details according to the filed application. The replacement Fleet Card shall be delivered to the Fleet pursuant to the provisions of subsection 4f of the Terms herein. Should the lost Fleet Card be recovered, the Fleet shall immediately report that to PKN ORLEN S.A. by fax on (024) 365 53 22 and immediately send the recovered Fleet Card with a cut across the microchip to the DZF Department. Should the fax number or the time when such notifications are accepted be changed, the Fleet shall immediately be notified of such fact.

16. Rules for making Cashless Transactions with the use of Fleet Cards

a. Authorized persons

A person authorized to use the Fleet Card is a Fleet's driver, for the name of whom the "K" type Fleet Card was issued, or a driver using a vehicle, for the registration number of which the "S" type Fleet Card was issued.

b. PIN

The Fleet Cards issued to the Fleet shall be accompanied by PIN codes, with the conservation of confidentiality and according to the procedure specified in the Terms herein. These PIN codes shall be kept secret by the Fleet and only revealed to the authorized persons. The Fleet shall instruct the authorized persons on the rules for the proper use of the Fleet Cards with PIN. Especially, the Fleet shall inform the authorized persons that the PIN may only be entered to the electronic devices when a Cashless Transaction with the use of the Fleet Card is made, and the entering of the PIN shall be done in a way which disables the unauthorized persons from seeing it. PKN ORLEN S.A. shall introduce the procedures of creating and sharing of the PIN code which would disable the unauthorized persons from getting to know it.

c. Making of the Cashless Transactions

Making of the Cashless Transactions with the use of the Fleet Card shall take place by showing the Fleet Card, entering the PIN code and signing the receipt from the terminal issued by the Operator.

The use of the Fleet Card shall only be possible after previously having informed the Operator of the intent to make the Cashless Transactions with the use of the Fleet Card. In order to avoid the situation where the Cashless Transaction cannot be done due to the Limit being exceeded, the Fleet shall inform the persons authorized to use the Fleet Cards of the possibility of checking the Limit prior to the beginning of refueling.

d. Cashless Transaction

The Fleet shall pay the receivables for the cashless transactions according to the prices set by the Operator effective at the time when the card is being used to make a cashless transaction

e. Inability to make Cashless Transaction

Should the payment with the Fleet Card after the purchase of Goods and/or Services be impossible, e.g. the Fleet Card is damaged, the Operator shall contact PKN ORLEN S.A. and if they get an approval to make a Cashless Transaction, they shall register such a Cashless Transaction and produce an appropriate receipt (a replacement confirmation) relating to the given Cashless Transaction. The person authorized to use the Fleet Card, after providing the signature accepting the content of the receipt for PKN ORLEN S.A., shall receive its counterpart. The Fleet shall make the payment for the Cashless Transaction for the full amount of the receivable in the situation described in the first sentence of this subsection. PKN ORLEN S.A. shall not be liable for the decline to accept the Fleet Card by the Operator or for the decline to authorize the Cashless Transaction made with the use of PIN, for the reasons independent of PKN ORLEN S.A.

f. Limit

The Cashless Transactions shall be made up to the amount of the Limit set for a given period according to the Application, included in the given Fleet Card structure. Each Cashless Transaction made with the use of the Fleet Card shall cause the decrease in the Limit by the amount of the Cashless Transaction. In case when refueling has been made and during the Cashless Transaction it turns out that a part of the fuel used for the refueling is covered by the Limit and the remaining part exceeds the Limit for the given settlement period, then such transaction shall not be booked as a Cashless Transaction with the use of the Fleet Card and for the part exceeding the Limit, the Fleet shall be charged according to the general rules applicable on gas stations (i.e. payment by cash or a payment card). Should the user of the Fleet Card refuel their vehicle and be unable to make the Cashless Transaction due to the previous total exceeding of the Limit on the Fleet Card, they shall pay for the purchased fuel on their own. The above provision shall also be applicable for the Goods and Services, the payment for which is supposed to be made with the use of the Fleet Cards.

g. Confirmations of making the cashless transaction

Each Cashless Transaction shall be registered with the detailed provision of the number of the Cashless Transaction with the use of the Fleet Card, the date, place, value and amount of the purchased Goods and/or Services. The making of the Cashless Transaction by the authorized person shall be confirmed by the printout from the terminal or a receipt (a replacement confirmation). The authorized person after having verified the validity of the details included on the confirmation, shall confirm the making of the Cashless Transaction with their hand-written signature placed on the printout from the terminal or the receipt for PKN ORLEN S.A., and then shall receive its counterpart.

h. Decline of the Cashless Transaction and the retention of the Fleet Card

The Operator shall have the right to verify the Fleet Card on the occasion of any transaction made with the use of the Fleet Card. Should the substantiated doubts occur, in the opinion of the Operator, with regards to the lawfulness of the Cashless Transaction being made, the Operator shall be obliged to perform the verification of the right of the Fleet Card's user to make use of the given Fleet Card. In order to do that, the Operator shall verify the identity of the person using the Fleet Card (in case of the "K" type Fleet Card) so as to check the conformity of the surname included on the Card. In case of the "S" type Fleet Card, the Operator shall verify if the registration number of the car matches the registration number included on the Fleet Card. The Operator shall not be obliged to perform other actions in order to confirm the rights of the person using the Fleet Card to be doing so. Should the substantiated doubts mentioned above occur, as well as in case the revoked Fleet Card is used in an attempt to make the Cashless Transaction, the Operator shall have the right to retain the Fleet Card in the name of PKN ORLEN S.A. and to refuse to make the Cashless Transaction. PKN ORLEN S.A. reserves the right to refuse to make the Cashless Transaction should the circumstances described in subsections "aa", "cc", "dd", and "gg" of the section 11, item b.

i. Revocation of the Fleet Card

PKN ORLEN S.A. shall have the right to revoke the Fleet Card (block the possibility of using it) in case one of the following situations occur:

- aa. the Fleet files a motion to revoke a given Fleet Card,
- bb. it is established that the Fleet has violated the provisions of the Agreement manifesting itself by:
 - the default in payment of the receivables towards PKN ORLEN S.A., PKN ORLEN S.A. establishing the fact of the destabilization of the financial situation of the Fleet, which would substantiate the risk of the cessation of the payment of the receivables for the Cashless Transactions, the exceeding of the given merchant credit or the non-delivery within the deadline of the Collateral required by PKN ORLEN S.A.

The revocation of the Fleet Card induce consequences set out in the section 8 of the Terms herein.

17. Settlement of the Cashless Transactions

a. General terms

The general terms for the settlement of the Cashless Transactions are defined by the Agreement. One of the components of the Agreement shall be constituted by the discount table, which reflects the way PKN ORLEN S.A. calculates the volume discount. Pursuant to the table, the amount of the discount given to the Fleet based on the purchases made in the previous month – increases progressively depending on the amount of the fuel purchased by it, which means that it is an incremental discount. The purchase of BIOESTER shall not be subject to any discounts.

The invoices for the Cashless Transactions made by the Fleet with the use of the Fleet Cards shall be issued by PKN ORLEN S.A. after the end of each of the settlement periods according to the variant specified in the Agreement, and shall immediately be sent to the Fleet, not later however than within 7 days from the day of the sale. **The day of the sale for the cashless transactions is the last day of the settlement period agreed upon by the Parties of the Agreement**

The summary of the Cashless Transactions made in the given settlement period shall be available through the personalized website, provided by electronic means or in hardcopy sent together with the invoice. The Fleet shall pay the balance resulting from the invoice without receiving any additional reminders issued by PKN ORLEN S.A.

b. Non-delivery of or discrepancy in the Cashless Transactions summary

The Fleet shall report in writing to PKN ORLEN S.A. any objection regarding the discrepancy in the Cashless Transactions within 14 Working Days from the day of the delivery of the invoice from PKN ORLEN S.A., as well as any discrepancy in the Cashless Transactions Summary within 14 Working Days from the day of the delivery of the Summary. In such case, the Fleet shall notify PKN ORLEN S.A. in writing, especially about the challenged Cashless Transactions included in the Summary, errors or other irregularities in the conducted settlement.

c. Confirmation of the Transaction by the Fleet

Should the Fleet not make any notification, mentioned in subsection 9b of the Terms herein, within the timeframe, it is considered as the confirmation of the Cashless Transactions included in the Summary pursuant to the Act on the electronic means of payment.

d. Complaints

The Fleet shall have the right to file in writing, otherwise null and void, to PKN ORLEN S.A. any complaints other than those referred to in subsection 9b. However, it shall only be possible within 14 Working Days from the day when the Fleet came into realization, or could have come into realization had the due diligence been applied, of the action of PKN ORLEN S.A. which is subject to the complaint.

PKN ORLEN S.A. shall consider the complaint referred to in the previous sentence immediately, however not later than within 14 Working Days from their delivery to PKN ORLEN S.A. The provision of this subsection shall not be applicable to the complaint regarding a faulty object.

e. Settlement of the Fleet Card services

The servicing of the Fleet Cards shall be settled on the last day of the month regardless of the settlement period chosen by the Fleet. The due date of the payment for the service is 21 days from the issuance of the invoice.

The day when the service of servicing the Fleet Cards is provided is the last day of the month in which the cards were issued, regardless of the settlement periods chosen by the Fleet.

The invoice for the sale based on the Cashless Transactions referred to in subsection 9, item a, shall include the service of servicing the Fleet Cards.

18. Collateral for Claims

a. Establishment and the choice of the type of Collateral

In order to satisfy any claims of PKN ORLEN S.A. which may result from the non-performance or improper performance of the Agreement, including the delay in payment of the receivables for the Cashless Transactions, the Fleet shall establish on its own cost the Collateral in the form and period agreed upon with PKN ORLEN S.A. The Collateral may be established in the form of a blank promissory note, a guarantee, an insurance guarantee, a bank guarantee, funds blocked on the Fleet's account, a deposit to the PKN ORLEN S.A. bank account, or any other form agreed upon by PKN ORLEN S.A. The Fleet shall have to produce to PKN ORLEN S.A. the proof of the establishment of the Collateral within up to 7 Working Days from the day on which the Collateral has been established. PKN ORLEN S.A. shall verify the established Collateral in legal and formal terms within no longer than 10 Working Days from the

time of the establishment of the Collateral. Upon written request and in justified cases, PKN ORLEN S.A. may approve the prolongation of the deadline for the establishment of the Collateral or the change of the chosen form of the Collateral.

b. Change of the form of the Collateral during the Agreement

In case of the increased risk connected to the issuance and the use of the Fleet Cards by the Fleet, as well as within one month before the expiry of the current Collateral, PKN ORLEN S.A. shall have the right to: conduct the assessment of the creditworthiness of the Fleet based on the current financial documents provided by the Fleet, especially financial statements, tax returns, certificates from the Social Insurance Company and the relevant tax authorities on the no tax arrears, to request the increase of the established Collateral, or to establish and produce a different Collateral within the timeframe specified by PKN ORLEN S.A. The information collected by PKN ORLEN S.A. by doing so will be used exclusively to assess the creditworthiness of the Fleet. PKN ORLEN S.A. hereby undertakes to keep the collected information in secret and to provide the due protection from the third parties accessing such information.

c. Change of the factual or legal situation

The Fleet shall inform PKN ORLEN S.A. of any changes in the legal or factual situation concerning itself and having influence on the assessment of the creditworthiness of the Fleet, especially concerning its legal status, within 7 days of the occurrence of the event causing the change.

d. Agreement becoming effective

The Agreement shall become effective provided that the Collateral is established by the Fleet and that PKN ORLEN S.A. approves it.

PKN ORLEN S.A. may abstain from requiring the Fleet to establish the Collateral. In such situation, the Agreement shall become effective on the day when it is signed, and the provisions of subsection 10a of the Terms herein shall not apply to the Fleet.

19. Termination of the Agreement

a. General terms

Unless otherwise stated in the provisions of the Terms herein, the termination of the Agreement may happen with a one month's notice period given by either of the parties.

b. Termination of the Agreement by PKN ORLEN S.A. due to important reasons

PKN ORLEN S.A. may terminate the Agreement due to important reasons, with the one month's notice period. Among the important reasons, there are the following circumstances:

- aa) the non-performance or improper performance by the Fleet of the provisions of the Agreement, regarding the timely payments of the receivables resulting from the invoices issued by PKN ORLEN S.A.;
- bb) the Fleet providing false information when executing the Agreement and/or in the Application;
- cc) PKN ORLEN S.A. establishing the financial destabilization of the Fleet, which would justify the risk of the Fleet default in payment for the receivables for the Cashless Transactions. In such case, PKN ORLEN S.A. shall send to the Fleet the written notification with the indication of the circumstances which are basis for their assessment of the Fleet's financial situation, with the demand of immediate explanation, and after the expiry of 24 hours from sending the notification – should there be no explanations provided, or the explanations provided be insufficient, the electronic instruction shall be sent to all the Operators to block any further use of the Fleet Cards by the Fleet;
- dd) the Fleet not complying with the requirement of increasing the Collateral or the establishment of a different Collateral, which might be imposed by PKN ORLEN S.A. under conditions specified in subsection 10 b of the Terms herein;
- ee) the lack of the Cashless Transactions for the period of three months;

- ff) The lack of achieving the declared level of purchase of Goods and Services within the period of six months from the issuance of the Fleet Cards;
- gg) the discontinuance of the program enabling the making of the Cashless Transactions with the use of the Fleet Cards under the conditions specified in the terms herein.

c. Return of the Fleet Cards

Should the Agreement be terminated, the Fleet shall – within 21 days from the termination of the Agreement – return all the Fleet Cards being in its possession. The Fleet shall be liable for any receivables for the Goods and Services purchased before the return of the Fleet Cards.

d. Immediate enforceability

The termination of the Agreement done by PKN ORLEN S.A. for the reasons on part of the Fleet shall result in the immediate enforceability of all the financial liabilities of the Fleet towards PKN ORLEN S.A. The termination of the Agreement for the abovementioned reasons shall not change the conditions for the settlement of the Cashless Transactions – they remain effective until the full settlement of the Cashless Transactions made by the Fleet with the use of the Fleet Cards.

The invoice shall include the receivables for the Cashless Transactions for the benefit of the Fleet, which until the time of the termination/expiry of the Agreement have not been included in any invoices issued to the Fleet with keeping of the settlement periods agreed upon in the Agreement despite its termination/expiry. The invoice referred to in the previous sentence shall be immediately sent to the Fleet's address. The basis for the cessation of the issuance of the invoices to the Fleet for the Cashless Transactions shall be the return of the Fleet Cards to PKN ORLEN S.A. and the confirmation from the Operator regarding the day on which the last transaction with the use of the card was made.

20. Changes in the General Terms for the Sale and Use of the PKN ORLEN S.A. Fleet Card

Any changes in the Terms herein and in the Agreement shall be made in writing, otherwise shall be null and void. The notifications, official letters, correspondence and documents related to the Terms herein and the Agreement, as well as their performance, shall be made in writing in Polish. Should the Terms herein change, PKN ORLEN S.A. shall notify the Fleet about that in writing. Should PKN ORLEN S.A. not receive within 7 Working Days a notification from the Fleet stating that the Fleet does not accept the changes of the Terms herein, it is considered that the changes in the Terms were accepted by the Fleet. The Parties agree that the change of the Table of the Fees and the Table of Goods and Services by adding the available products, shall not constitute a change of the Terms and/or a change of the Agreement and therefore shall not require the procedure described in this subsection.

In all the agreements relating in their content to the General Terms for the Sale and Use of the PKN ORLEN S.A. Fleet Cards from 01.12.2006, effective from 01.07.2008, the provisions of the General Terms for the Sale and Use of the Fleet Cards from 01.07.2008 shall be applicable.

21. Severability clause

Should any of the provisions of the Terms herein be not applicable to the Fleet, this fact shall have no bearing on the effectiveness of the rest of the provisions of the Terms.

22. Other provisions

a. Deliveries

The Fleet shall immediately notify PKN ORLEN S.A. of any change of its legal and correspondence address. The Fleet shall be liable for the omissions in this respect.

b. Change of details

The Fleet shall inform PKN ORLEN S.A. of any change in the details which were provided in the Application. Such notifications may be provided either through the Customer Service line, by post or by phone through the DZF Department.

c. Deduction

The Fleet irrevocably and unconditionally authorizes PKN ORLEN S.A. to deduct, upon prior notification of that fact and regardless of the maturity date of the receivables towards PKN ORLEN S.A., the receivables from PKN ORLEN S.A. towards the Fleet from the receivables from the Fleet towards PKN ORLEN S.A. resulting from the Agreement.

d. Cession of the rights and responsibilities

The cession of the rights and responsibilities resulting from the Agreement to any third party may be performed exclusively upon receiving of the written consent of the other party.

e. Applicable law

To all matters not settled by the Terms herein, the provisions of Polish law shall be applicable.

f. Settlement of disputes

The Parties agree to undertake in good faith the actions to settle amicably the disputes and differences in opinions resulting from this Agreement or its interpretation. Should the attempt at the amicable settlement of the dispute fail, the Parties hereby agree that all the disputes relating to the Agreement shall be settled by the common court of competent subject matter and territorial jurisdiction for the seat of PKN ORLEN S.A.

e. Access to the Fleet Portal

The Fleet shall gain a free of charge access to the Portal through the individual login and password. The login credentials shall be sent to the email address specified by the user of the Portal. The contact details provided by the user serving to exchange the electronic information shall be their business details. By receiving the access to the Portal, the Fleet agrees to the storage and processing of the electronic data by PKN ORLEN S.A. as well as for its use for the commercial purposes, especially by sending commercial information and other marketing information by PKN ORLEN S.A. by means of mailing which shall be addressed to the email address specified by the Fleet.

Appendix no. 2 to the General Terms for the Sale and Use of the PKN ORLEN S.A. Fleet Cards

**TABLE OF THE GOODS AND SERVICES AVAILABLE
IN THE „POLISH FLEET” SYSTEM**

Good's name	Good's group
Diesel oil	01
Verva diesel oil	02
Eurosuper 95 petrol	03
Verva98/Super Plus 98 petrol	05
LPG	06
BIOESTER	08
Engine oils	11
Consumable fluids	12
Lubricating oils	13
Other petroleum products	14
Car services	20
Other services	21
Car cosmetics	29
Car accessories	30
Parking fees	35
Highway tolls	36
Industrial products	50
Groceries	51
Soft drinks	52
Tobacco products	53
Alcoholic drinks	54