

MONTEX Tankstellenbetriebs GmbH.
Tankanlage B-83
A-9602 Thörl-Maglern Thörl-Maglern, 27.08.07

Title
Customer

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General Business Terms and Conditions for the sale of fuel at the petrol stations of MONTEX Tankstellenbetriebs GmbH and all stations affiliated to the network of MONTEX Tankstellenbetriebs GmbH, A-9602 Thörl-Maglern:

§1 Scope of these General Business Terms and Conditions

The following General Business Terms and Conditions of MONTEX Tankstellenbetriebs GmbH, hereinafter called the "Seller", shall apply exclusively. The Customer,....., hereinafter named the "Customer" accepts the following General Business Terms and Conditions of the Seller without reservation. These General Business Terms and Conditions apply to all stations of the Seller where the fuel card of the Seller is accepted. Changes shall only be binding in writing.

§2 Object of the agreement

On the basis of the following General Business Terms and Conditions the Seller sells to the Customer the products offered at the stations of the Seller and at the affiliated stations where the Fuel Card of the Seller is accepted. The supply of the products is made by the use of the Fuel Card of the Seller. The purchase of the fuel is made directly by the Customer and his/her legal representative (driver) by the use of the Fuel Card and fully automatic refuelling by the Customer or his/her legal representative (driver).

Goods supplied by the Seller remain the Seller's property until the Customer has paid for them in full.

After signing of the contract the Seller delivers to the Customer or his/her legal representatives Fuel Cards which are activated at the selected stations within the network of the Seller and which enables the receipt of products at petrol stations or petrol stations within the network of the seller, in particular the refuelling of motor vehicles.

§ 3 Use of the Cards

- 3.1. The use of the Card is restricted to:
- 3.2. The Customer and his/her representatives.
- 3.3. The delivery of the products up to the maximum quantity which shall be defined in advance and in writing form.
- 3.4. A secret PIN code per Card.
- 3.5. The Card is valid until further notice.
- 3.6. The Customer must ensure that every Card in use is kept safely and any unauthorised use is prevented. The secret PIN code of the Card must be kept confidential and must not be disclosed to any third party (except for the owner of the Card or his/her legal

representatives). The Customer must ensure that the Card and the PIN code are kept in separate places.

3.7. The Customer is liable for all Cards used by him/her, which are issued to the Customer or his/her representatives, including unauthorised use by any third party.

3.8. The Fuel Cards issued by the Seller must be returned on demand of the Seller.

§ 4 Payment, price formation – Customer protection

4.1. Through the use of the Card by the Customer or his/her representatives the purchases shall automatically be to the debit of the Customer.

4.2 Invoices are issued in **EUR** plus legal VAT. The price charged to the Customer shall be calculated on a daily basis of the actual, current market prices for fuel. For the accounting period an average price plus a current market surcharge shall be determined.

4.3. The invoices shall be sent to the Customer on the 1st and 16th day of every month. Payment must be made by direct debiting and credited to the indicated account of the Seller on the 10th and 25th day of every month at the latest. All expenses for back transfer due to unsecured bank account must be paid by the Customer. Any enquiries regarding invoices must be reported to the Seller in writing within 8 days of the date of the invoice.

4.4. When payment is due the Customer must ensure that the specified bank account is sufficiently covered. The Customer has explicitly no right of compensation, no matter under which conditions, from the Seller.

4.5. The Customer must ensure that the Seller is provided with a direct debit mandate.

4.6. The Customer must ensure that the debit transaction for the amount due is effected duly as well as any other method of payment

4.7. If the Customer's bank does not honour the transfer request the Seller shall have the right to charge default interests for the total outstanding amount until payment is received. The interest rate is determined by the current account rate of the bank in charge of the accrual day plus 4 % and can be demanded time-proportional from the Customer by means of simple communication. In case the Seller can verify a higher damage due to default he is entitled to assert this claim.

4.8. In the case of non-payment all amounts due shall be payable immediately and the Seller is entitled to stop all cards at all accepting stations immediately

4.9. The Customer shall give the Seller an open-ended bank guarantee with 3 months notice of €.....

4.10. The price charged to the Customer is determined by the average fortnightly purchase price plus a current market surcharge.

4.11. In the case of non-payment of Seller's invoices, the Seller is entitled to compensate for any debts of the Customer by already collected amounts (VAT).

§ 5 Stolen or lost Card(s)

The Customer shall be liable for the use of his/her own Cards for the purchase of the Seller's products. This applies to any case of theft or loss of the Card(s). The Seller shall prohibit the use of the Card(s) after receiving the respective instructions by the Customer. Theft or loss of Cards must be reported to the Seller or his representatives immediately and with all means at one's disposal. In addition every theft or loss must be reported to the Seller in writing within 24 hours after fact finding. In case a lost or stolen card is found it can be used with Seller's prior consent only.

§ 6 Liability

6.1. The Seller's liability is restricted to the fact that the distributed product is corresponding to Austrian standards and to the standards of the purchasing country.

6.2. The Seller is not liable for making the product available - for whatever reasons - at the respective station. Further claims by the Customer, no matter under which legal conditions are excluded.

§ 7 Purchase und invoice statements

The Seller regularly prepares an overview of the quantity of fuel purchased for every vehicle.

§ 8 Complaints

After every refuelling the Customer shall receive a receipt. This is done automatically by request at the fuel pumps. In the event of any complaints the Customer must notify the Seller in writing within 24 hours and must indicate the reasons. The Seller shall investigate the complaint and decide on possible corrections. Complaints can be submitted within 14 days of the date of the invoice. After the cessation of this period it is deemed that the Customer accepts the invoice.

§9 Debasement of Cards

At the request of the Customer the Seller can debase or stop one or more cards.

§ 10 Force Majeure

In case of force majeure including mobilization, war, strike or lockout (no matter who is responsible), break down or traffic tie-up, shortage of oil or raw materials and other unpredictable occurrences and instructions which are beyond the control of the Seller and which inhibit or hinder delivery, the Seller and his/her representatives are discharged from the obligation to deliver and any other liability.

§ 11 Duration

11.1. The contractual relationship shall be concluded for an undetermined period of time. It is extended in each case for a further year if not cancelled by one of the parties to the contract. The notice period is 3 months by the end of month.

11.2 The right of termination without notice in case of important reasons is not affected by this.

This is valid for:

11.3 – Conflicts regarding the conditions of delivery and payment regulated by this contract.

11.4 – Changes in the financial situation of the Customer i.e. lack of an agreed bank guarantee, exceeding of the agreed quantities delivered.

11.5 – Payment is not made by the due date.

11.6 – The instructed bank refuses payment.

11.7 – The agreed delivery and credit limits are exceeded

§ 12 Liability of the Customer for damages to Seller's property caused by Customer's representatives

12.1. Der Kunde haftet dem Verkäufer gegenüber durch Vertreter den Kunden verursachte Beschädigungen an Baulichkeiten, Zapfsäulen, Tankautomaten, Umweltschäden etc. Die Tankstellen sind Videoüberwacht.

12.1 The Customer shall be liable for all damages caused by his/her representatives including damages to buildings, petrol pumps, fuel automats, damages to the environment etc. All petrol stations are video controlled.

The Customer shall be liable for pollution and damages to the environment caused by Customer's representatives.

§ 13 Place of Jurisdiction

The Place of Jurisdiction for all disputes arising from this contractual relationship is 9500 Villach, Austria.

§ 13 Final clauses

If one clause of these General Terms and Conditions of Business should become invalid this shall have no effect on the validity of the remaining content. Changes shall only be binding in writing.

Thörl-Maglern, 27.08.07

stamp and signature Seller:

stamp and signature Customer: