

Total Card Client Terms & Conditions

1. DEFINITIONS

- 1.1 CONTRACT: refers to the contract signed by the CLIENT and TOTAL PARCO PAKISTAN LTD for the supply of CARD(S)
- 1.2 CLIENT: means an entity or individual who has signed a contract with TOTAL PARCO PAKISTAN LTD.
- 1.3 REPRESENTATIVE: means a person to whom the CLIENT has given a TOTAL PARCO PAKISTAN LTD card with full powers to use it.
- 1.4 CARD: means a TOTAL card validated for the CLIENT and authorizing the purchase of the PRODUCTS mentioned on the face of the CARD with the Client's agreement. This CARD may under no circumstances be used for obtaining cash.
- 1.5 BUSINESS HOURS: Routine business hours i.e. Mon – Thu (08:30 to 17:30) and Fri (08:30 to 17:00).
- 1.6 PRODUCTS: means the products and/or services distributed at the TOTAL PARCO PAKISTAN LTD stations and whose purchase is possible upon presentation of the CARD, subject to the limited maximum amounts which the CLIENT is authorized to buy.
- 1.7 POINT OF SALE: station bearing the TOTAL PARCO PAKISTAN LTD logo at which the use of the CARD is authorized.
- 1.8 EPT (Electronic Payment Terminal): means an electronic device on which the use of CARD is authorized at Station bearing TPPL logo.
- 1.9 PIN CODE: Four-digit number determined by the client or randomly by TOTAL PARCO PAKISTAN LTD.
- 1.10 PREPAID CARD: CARD functioning in the prepayment mode.
- 1.11 POST PAID CARD: CARD functioning in the post payment mode.
- 1.12 APPLICATION: means a signed request on a prescribed form for the issuance of a card.
- 1.13 ACCOUNT: means a record maintained by the company in relation to transactions.
- 1.14 CREDIT LIMIT: means the maximum debit balance (on postpaid accounts) from time to time permitted on the Card Account as determined by the company in its absolute discretion and notified to the CLIENT.

2. PURPOSE

- 2.1 TOTAL PARCO PAKISTAN LTD shall make available to the CLIENT a purchase CARD system called TOTAL CARD making it possible for him to obtain PRODUCTS without needing to make any immediate payment.
- 2.2 The client and/or any of his REPRESENTATIVES will be able to get supplies at the POINTS OF SALE approved by TOTAL PARCO PAKISTAN LTD and shown on the list which shall be communicated to the CLIENT at the time of delivery of the CARD (S).
- 2.3 If necessary, this list shall give rise to an update that shall also be communicated to CLIENT upon request.

3. USE OF THE CARD

- 3.1 Use of the Total Card shall be limited to the CLIENT and/or REPRESENTATIVE subject to the maximum amounts and PRODUCTS authorized and defined in the agreement with the CLIENT.
- 3.2 Use of the Total Card may be made at the authorized POINTS OF SALE whose list shall be available upon request.
- 3.3 Use of the Total Card shall be limited in time as determined by TPPL (cf. validity of the contract mentioned on the welcome letter).
- 3.4 Use of the Total Card shall be subject to presentation of the CARD to the station's personnel prior to any transaction.
- 3.5 Any transaction made with the CARD shall give rise to the printing of a receipt by the EPT.
- 3.6 The PIN CODE entered by the bearer at the time of each transaction shall serve as a signature testifying to the CLIENT'S acceptance of the transaction.
- 3.7 It is expressly stipulated that the purchase of fuel shall be exclusively limited to the immediate filling of the vehicle's tank; unless otherwise directed by TPPL.
- 3.8 The records printed on the electronic terminals at the time of each transaction shall constitute irrefutable proof of the amount of the transaction.
- 3.9 Use of Total card is limited to purchase of PRODUCTS only and shall not be used for reselling or obtaining cash refund against the PRODUCTS

4. CHARACTERISTICS OF THE CARD

- 4.1 Further to the review and acceptance of the CONTRACT, TOTAL PARCO PAKISTAN LTD shall provide the number of CARDS requested by the CLIENT after printing on each CARD the authorized PRODUCTS, and, unless otherwise specified, the license plate number of the vehicle or the name of the bearer.
- 4.2 A PIN CODE (provided by the CLIENT or randomly generated by computer on request) shall be assigned to each card and permits the use of the CARD exclusively by the bearer of this PIN CODE and shall only be inserted by the user/ bearer of the card. The CLIENT must ensure that the CARDS and their PIN CODE (S) are never stored together and must protect the confidentiality of the PIN CODE(S) assigned.
- 4.3 TOTAL PARCO PAKISTAN LTD will only share the PIN CODE, with the authorized point of contact of the client
- 4.3 An issue price for the cost of the card (if any) shall be billed to the CLIENT according to the official list of prices in effect on the date of application. These prices (if any) may be modified at any time without advance notice (a price schedule is available upon request).
- 4.4 The CARDS shall be billed to the client at such regular intervals as or as determined by TPPL from time to time.

5. BILLING AND COLLECTION

5.1 Billing

- a. The supplies of PRODUCTS shall be billed within the first 3-working days of each month on the basis of the prices charged at the POINTS OF SALE on the date of the transaction.
- b. Any complaint or dispute concerning the amount or the type of transactions summarized on the periodic bills must be expressed in writing within 7-days from the date of issue of the bill and be accompanied by substantiating documents. Past that period, no claim shall be accepted, errors and omissions accepted.

5.2 Payment

- c. The bills shall be paid according to the terms of payment on 12th of every month. As regards the PREPAID CARD, there shall be two methods of payment:
 - i. Direct loading in Head-office corresponding to immediate payment at the head office in form of PO/DD/ IBFT/ Virtual Account for the amount of loading requested by the CLIENT. The CONFIDENTIAL CODE entered by the bearer at the time of loading shall serve as a signature testifying to the acceptance of the transaction by the client.
 - ii. Any amount unpaid on the due date mentioned on the bill may automatically result in blocking of all cards until the due amount is fully settled with PKR 500 as a penalty for the temporary default.
 - iii. A penalty for each day of delay computed on the basis of a monthly rate of 2% of the amount of the unpaid bill or Rs.500 or whichever is greater.
- d. In case of partial payment or non-payment, TOTAL PARCO PAKISTAN LTD shall have the right, with no need for any prior formal notice, to claim immediate payment of all the amounts, even those not yet due (if any), that may be payable to it and to subject the performance of a new supply to such payment. In case of non-payment or partial payment of one or more bills, this contract shall be automatically terminated, with no advance notice and no judicial formality, further to notification by TOTAL PARCO PAKISTAN LTD.

6. TERMS OF THE CONTRACT

- 6.1 This agreement contract is entered into for a specific term (cf. the date written on covering letter) and shall be tacitly renewed if neither party cancels it. Each party shall have the right to cancel this contract at any time, subject to informing the other party by written notice at least seven days before the effective date of the cancellation.
- 6.2 Since the CARDS shall remain the property of TOTAL PARCO PAKISTAN LTD, the termination of this contract for any reason whatsoever shall automatically require that the CLIENT returns all issued cards to TOTAL PARCO PAKISTAN LTD and bar his/her representatives from using them. If, upon expiry of the CONTRACT, the holder continues or tries to make use of the cards, he/she shall be subject to criminal proceedings and to the payment of damages.

7. OBLIGATIONS AND LIABILITY OF THE CLIENT

- 7.1 All the cards shall be entrusted to the CLIENT personally/by registered mail/courier services. Consequently, his public liability shall be involved even if the cards are used by third parties.
- 7.2 The CLIENT alone shall be liable for the payment of any transactions made by means of his/her cards.
- 7.3 The CLIENT shall have the obligation to inform TOTAL PARCO PAKISTAN LTD in writing of any change of particulars (address, telephone numbers, fax, email etc). In such case TPPL will respond within three working days from the day of change request.
- 7.4 While taking into account the payment deadline, the limits of the number/amount of daily or monthly transactions are solely determined by TOTAL PARCO PAKISTAN LTD.

8. LOSS OR THEFT OF THE CARD(S)

- 8.1 In case of loss or theft of one or more CARD(S), the client shall be obligated to immediately notify such fact to TOTAL PARCO PAKISTAN LTD by telephone (during the business hours of TOTAL PARCO PAKISTAN LTD) or by fax/email, subject to written confirmation within the next 24 hours.
- 8.2 However, the client shall remain liable, during the next 48 hours following the notice, for any transactions made by means of the lost or stolen CARD (S).
- 8.3 Consequences on card(s) in the custody of CLIENT or after a lost/stolen/theft report will have no liability on TOTAL PARCO PAKISTAN LTD in terms of claims arising by accounts of misuse of card at TOTAL PARCO PAKISTAN LTD retail station.
- 8.4 If a lost or stolen CARD is found, the CLIENT may not use it without making a request to that effect in writing and securing the approval of TOTAL PARCO PAKISTAN LTD.
- 8.5 Should the CLIENT fail to inform TOTAL PARCO PAKISTAN LTD or inform it past said 24 hours, the CLIENT shall remain liable, and TOTAL PARCO PAKISTAN LTD shall be released from any liability, whatsoever.

9. CANCELLATION OF THE CARD(S)

- 9.1 Should the CLIENT breach its contractual obligations, TOTAL PARCO PAKISTAN LTD may put an immediate block on the use of the CARD(S) held by the CLIENT.

9.2 A CLIENT may ask in writing for the cancellation of one or more CARDS, which he/she must then return to TOTAL PARCO PAKISTAN LTD. However, the CLIENT will remain liable to pay the charges for the use of the CARD(S) to TOTAL PARCO PAKISTAN LTD.

9.3 TOTAL PARCO PAKISTAN LTD may cancel and/or refuse to renew one or more CARDS held by the CLIENT. Such a decision, must be notified to the CLIENT and substantiated in writing, shall take into account (without limitation) any significant modification of the CLIENT'S financial position, the absence or inadequacy of the security deposit and/or the bank guarantee, unpaid installments, abnormal removals, supplies in excess of the maximum amounts authorized.

10. SECURITY DEPOSIT

10.1 Security deposited by the client shall remain with Total Parco Pakistan LTD for the due performance of the client of its payment obligations hereunder. The security deposit needs not to be kept segregated by TOTAL PARCO PAKISTAN LTD or held in any separate bank account and may be utilized in such manner as TOTAL PARCO PAKISTAN LTD in its sole discretion deems fit. No mark up or return whatsoever on the security deposit shall be paid by TOTAL PARCO PAKISTAN LTD to the client. TOTAL PARCO PAKISTAN LTD may draw the security deposit at any time during the life of this agreement, and may deduct any amount due from the customer to TOTAL PARCO PAKISTAN LTD from the security deposit. In any even TOTAL PARCO PAKISTAN LTD draws any sum from the security deposit. It shall notify the customer. The customer upon notification thereof by TOTAL PARCO PAKISTAN LIMITED shall immediately pay to TOTAL PARCO PAKISTAN LIMITED such sum which is necessary to bring the amount of the deposit up to the sum identified in the Application Form.

11. REVISION OF THE GENERAL CONDITIONS

11.1 TOTAL PARCO PAKISTAN LTD may modify or supplement the terms of this contract in writing at any time. Any withdrawal of PRODUCTS by the CLIENT after receiving said written document should mean that the CLIENT accepts the new clauses of the contract.

12. FORCE MAJEURE

12.1 There shall be likened to a force majeure exempting TOTAL PARCO PAKISTAN LTD from liability, other than the cases defined by the jurisprudence: wars, riots, events disrupting the supply of the refiners or the conditions of transportation, strikes or lockouts, legislative or regulatory provisions limiting the quantities available on the market or modifying the conditions of delivery or removal.

13. PRIVACY AND APPLICABLE LAW

- 13.1 The CARD may not be used by the CLIENT and/or REPRESENTATIVE in contravention of any Rule of Law in force, or as aid towards any such contravention.
- 13.2 The card may only be used within the Islamic Republic of Pakistan.
- 13.3 This Agreement and all matters arising out of the issue or use of the CARD are subject to the Laws of the Islamic Republic of Pakistan.

14. EXTRANET PORTAL

- 14.1 The extranet portal needs to refer as "Extranet Portal" and it is owned and maintained by the Total S.A.
- 14.2 The extranet portal will be used only by the authorized nominee of the customer; the customer will provide the email address of the concerned nominee. Customer will be completely responsible for creation of sub-users and provision of rights to the sub-users.
- 14.3 In case of card Blocking and unblocking, customer will take the complete responsibility of the request.
- 14.4 If the authorized user of the customer leaves the organization, the customer needs to inform TPPL immediately for avoidance of any untoward situation and for blocking of the extranet rights of that user.
- 14.5 The data available at the extranet portal related to the client will be for use of the customer only and sharing of the data further and its integrity will be complete responsibility of the customer.
- 14.6 For re-generation of extranet portal's login and password the authorized of the customer needs to write to TPPL.
- 14.7 Any change in card particulars through extranet portal will be implemented on the cards within 24 working hours from the time of the request submitted.
- 14.8 Any change in the card particulars via authorized person will remain the responsibility of the customer and TPPL we remain indemnified from any operational consequence(s) arising directly or indirectly by the change requested through extranet portal.
- 14.9 TPPL at its sole discretion may update, modify, change, add or remove the terms and conditions or any aspect of the extranet portal, including the availability of any feature at any time or the service itself.
- 14.10 Extranet Portal provides dynamic information of the customer's activity through Total Card which is updated after every transaction taking place through Customer's card.

15. RFID TAG SYSTEM

- 15.1 The installation of the RFID tag on the specific vehicle is the responsibility of the customer and needs to be displayed at a visible place on the vehicle.

16. SERVICE CHARGES

- 16.1 The client agrees that it is liable to pay service charges and/or value added service charges (if/may any), which will be set out in monthly invoices the service charges or/and value added services charges is payable in the monthly invoice or as intimated by TPPL.