



## WEX Europe Services (UK) Limited General Terms and Conditions of Card Use

### 1. Purpose

The purpose of this Agreement is to define the conditions under which Customers may use Cards to obtain Goods at participating Supply Points.

### 2. Definitions

In this Agreement, the following words shall have the following meanings:

- **"Account Limit"** means the maximum amount of unpaid Transactions, whether invoiced or not, that can be outstanding on a Customer's account at any time. The Account Limit is determined, and may be revised at any time, by WEX in its sole discretion. WEX will communicate the Account Limit to Customer from time to time and upon request;
- **"Affiliate"** means (1) for WEX: WEX Inc. or any company in which WEX Inc. owns or controls, directly or indirectly, 50% or more of the voting stock (2) for Customer: any company in which Customer's ultimate holding company owns or controls, directly or indirectly, 50% or more of the voting stock;
- **"Agreement"** means these General Terms & Conditions, Card Forms and Card Procedures. In the event of a conflict between any provision of these General Terms and Conditions, the Card Forms or the Card Procedures, the Card Forms shall take precedence over the General Terms and Conditions and the General Terms and Conditions shall take precedence over the Card Procedures;
- **"Business Day"** means any day on which clearing banks are open for business in London excluding Saturdays;
- **"Card Forms"** means the application form, card order form, e-business sign up form and/or any other form completed by Customer upon request by WEX and accepted by WEX;
- **"Cardholders"** means persons to whom Customer has provided a Card and who are authorised by Customer to use such Card and **"Cardholder"** means any one of them;
- **"Card Spend Limit"** means a spend threshold applied to a card, with a maximum value(s) per transaction over set periods of time and maximum number of transactions over set periods of time;
- **"Card Procedures"** means any procedures or guidelines regarding the use of the Cards as WEX may Notify from time to time;
- **"Card Program"** means the Card scheme owned and/or operated by WEX based on which WEX issues Cards for use by Customers;
- **"Cards"** means all payment cards issued to Customer by WEX and/or by any third party designated by WEX and **"Card"** means any one of them. This excludes loyalty cards that may be issued by WEX from time to time;
- **"Charges"** means charges (including Surcharges) levied by WEX in accordance with this Agreement, details of which can be located in the Charges section on the Website here: [Charges](#)
- **"Customer"** means the person or company for whom WEX purchases Goods as agent and whose details appear in the Card Form and whose application for Cards has been accepted by WEX;
- **"Data Protection Laws"** means applicable legislation protecting the Personal Data of natural persons, including in particular the Data Protection Act 2018 and any replacement to it and the General Data Protection Regulation ("GDPR"), together with binding guidance and codes of practice issued from time to time by relevant supervisory authorities;
- **"Exchange Rate"** means the mid-point closing exchange rate of the Euro Foreign Exchange reference rates published by the European Central Bank on the day of the Card transaction plus 1.5%. On any day when such rates are not published, the rate shall be deemed to be that of the immediately preceding Business Day on which it was published or such other exchange rate as WEX may Notify to Customer from time to time;
- **"Fuel Products"** means all grades of diesel and petrol products supplied by WEX to Customer from time to time;
- **"Goods"** means Fuel Products, Non-Fuel Products, Purchase Devices and any other products and/or services that may be purchased from time to time in accordance with this Agreement;
- **"Interest Rate"** means interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended by the Late Payment of Commercial Debts Regulations 2002);
- **"Invoice"** has the meaning given to it in clause 5.2 (d);
- **"Non-Fuel Products"** means any products which are not Fuel Products supplied by WEX to Customer from time to time;
- **"Notify(ing)"** or **"Notification"** means informing the other Party;
  - (a) through the Website: in the case of notification to WEX (1) by submitting the required information electronically using the functionalities provided by the Website for this purpose; or, in the case of notification to Customer, (2) by posting the information on the Website;
  - (b) by sending an e-mail to such e-mail address as WEX or Customer respectively may specify from time to time ("**By E-mail**");
  - (c) by sending a fax to such fax number as WEX or Customer respectively may specify from time to time ("**By Fax**");
  - (d) by sending a letter to such address as WEX or Customer respectively may specify from time to time;
  - (e) by including specific information on the Invoice or on the payment overview accompanying the Invoice (only applicable to a Notification by WEX to Customer); or
  - (f) by phone using such telephone number as WEX or Customer respectively may specify from time to time ("**By Phone**");
- **"Notification In Writing"** means a Notification in the form specified in paragraphs (a) to (e) of that definition;
- **"Late Payment"** has the meaning given to it in clause 5.3 (a);
- **"List Price"** means (where applicable) the list price (including the effective pricing dates) available upon written request by Customer to WEX;
- **"Parties"** means WEX and Customer and **"Party"** means either of them;
- **"Payment Term"** has the meaning given to it in clause 5.3 (a);
- **"PIN"** means the personal identification number issued for use with a Card;
- **"Purchase Device"** means an on-board unit provided to Customer by or on behalf of WEX;
- **"Rates"** means the fuel rates (inclusive of any commission payments due to WEX in relation to the Goods purchased on behalf of the Customer) to be charged to Customers for Goods supplied by WEX from time to time;
- **"Retailers"** means WEX and/or companies who have entered into an agreement with WEX to accept Cards as payment for Goods, as the case may be, and **"Retailer"** means any one of them;

- **"Supply Point"** means the location where Retailer delivers the Goods to Customer or Cardholder;
- **"Surcharges"** means surcharges imposed by WEX on the purchase of Goods details of which are available on the Website;
- **"Transaction"** means each use of the Card to obtain Goods at a Supply Point;
- **"Website"** means [www.wexeurope.com](#), or any other website WEX may authorise Customer to access in connection with this Agreement;
- **"WEX"** means the Customer's authorised agent for the purchase of Goods, being WEX Europe Services (UK) Limited (Company number: 08903805) whose registered office address is Floor 7, Hyphen Building, 75 Mosley Street, Manchester, M2 3HR and its successors, assigns and appointed agents or any other Affiliate and their successors, agents or assigns, as the case may be;
- **"WEX Card Centre"** means the contact point for administrative matters relating to the Card as WEX may communicate from time to time; and
- the terms **"Data Controller"**, **"Data Processor"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"** and **"Process/Processing"** have the same meaning as described in the Data Protection Laws.

### 3. Card Program

3.1 The Parties hereby agree that Customer, as principal, authorises WEX, as non-exclusive agent acting on Customer's behalf, to purchase Goods in accordance with the terms and conditions set out in this Agreement. WEX may in its sole discretion provide, or cause a third party to provide, one or more Cards to Customer. Customer can use a Card for purchasing certain Goods that are available at Supply Points but Customer is not obliged to purchase a minimum amount of Goods using the Card. A Card that has not been used for a certain period of time as determined by WEX may be cancelled automatically or subject to a Charge as a result of such non-activity.

3.2 WEX procures as agent, for and on behalf of Customer and offers, through Retailers, a range of Goods that can be purchased with a Card. Customer determines the categories of Goods that can be purchased with the Cards based on the available offering under the Card Program. WEX may at any time and without Notification extend or reduce the range of Goods it offers under the Card Program. Customer acknowledges and understands that WEX is purchasing Goods as Customer's agent, subject also to third party terms and pricing arrangements that WEX has entered into with its fuel suppliers, under which WEX takes title to the Goods prior to onward sale to the Customer. The issuing of Cards to Customer does not confer any right to Customer to receive supplies of Goods.

3.3 Use of a Card constitutes a purchase of Goods from WEX or from Retailer, as the case may be. Title to the Goods and risk of loss will pass upon delivery of the Goods at the Supply Point. The Parties acknowledge and agree that under this Agreement, WEX purchases Goods for and on behalf of Customer, and that nothing in this Agreement constitutes or is intended to constitute a grant of any credit or the administration of any fuel supplies by or between the Parties.

3.4 Cards may only be used at participating Supply Points however Retailers have the right to retain cards and/or to refuse to supply Goods, accept Cards or process Transactions for any reason including, but not limited to, shortage of product, technical failure of equipment or failure by Customer to comply with this Agreement. Customer shall comply with all operating requirements and conditions imposed by a Retailer at the Supply Point. Any fees or payments charged by Retailer to WEX in connection with Transactions by Customer not complying with local regulation or damaging Retailer's equipment can be charged by WEX to Customer. If the Goods have already been supplied and the Card is not accepted by the Retailer for whatever reason, the Parties agree that WEX shall not act as Customer's agent in respect of any rejected transaction which is not concluded by way of the use of a Card, and Customer is required to pay for the Goods at Retailer's customer price applicable at the Supply Point with other means of payment.

3.5 Customer may authorise Cardholders to use a Card and shall ensure that Cardholders comply with Customer's obligations under this Agreement. Customer shall ensure that Cards do not remain in possession of anyone who has ceased to be an authorised Cardholder.

3.6 The Card may only be used for purchases that correspond with a normal consumption or use and Cards can only be used by Customer in compliance with all applicable legislation.

3.7 Customer and Cardholders are not entitled to participate in any WEX promotions or loyalty schemes on Transactions using a Card unless otherwise invited in the terms of any such promotion or loyalty scheme.

3.8 WEX may modify or end its Card Program and/or replace it with a different program. In addition, WEX may increase or reduce the number, and vary the type, of Retailers and/or Supply Points where Cards can be used without Notification.

3.9 Where Customer acquires a Purchase Device by virtue of this Agreement, Customer shall:

- (a) register the Purchase Device along with the vehicle details with the necessary third parties;
  - (b) provide WEX with all the correct documentation and accurate information as required by WEX from time to time; and
  - (c) be liable for any and all payments to be made through the Purchase Device for a period of 2 Business Days after WEX has received Notification in Writing that the Purchase Device should be stopped (provided always that such notification has been given by 4pm, failing which the notification period shall commence on the next Business Day).
- 3.10 Customer agrees and acknowledges that title to the Purchase Device shall remain with WEX at all times and that the Purchase Device shall be returned to WEX at the end of the agreed period, failing which a non-return Charge shall be levied by WEX.

### 4. Cards

4.1 Property, cancellation, blocking or renewal of cards  
Cards remain the property of WEX at all times. WEX may cancel or block Cards or refuse to renew or replace Cards in its sole discretion and Customer shall return Cards on first request to the WEX Card Centre. WEX may with prior Notification to Customer levy Charges on Cards.

#### 4.2 Use of Cards

Customer may only use Cards in accordance with the provisions of this Agreement. A Card may not be used in, among others, the following circumstances:

- (a) after the expiry date shown on the Card;
- (b) if Customer exceeds its Account Limit and/or Card Spend Limit;
- (c) if the Card has been reported lost or stolen or the PIN compromised in accordance with Clause 4.6;
- (d) if the Card has been cancelled or blocked or its return requested by WEX;
- (e) on non-compliance with the Card Procedures, if any;
- (f) if there are any Late Payments;
- (g) by a Cardholder other than as indicated on the Driver Card (as defined in Clause 4.3 (a)) or for a vehicle other than designated on a Vehicle Card (as defined in Clause 4.3 (a));

(h) if the Cardholder does not enter the correct PIN code.

Notwithstanding clause 4.2(a)-(e), Customer shall be liable to pay WEX for all amounts due pursuant to each Transaction plus any Charges levied as a result of any breach of this clause 4.2.

#### 4.3 Types of Cards

(a) Cards will bear, at Customer's option, either the name of the Cardholder ("Driver Card") or the registration number of a vehicle ("Vehicle Card") and, if applicable, any other identification requested by Customer and accepted by WEX.

(b) At Customer's request WEX may, at its sole discretion, issue Cards that are not Driver Cards or Vehicle Cards ("Wild Cards"), Cards that are to be lodged at a Supply Point ("Site Lodged Cards") and Cards with identical PIN that can be used by multiple cardholders ("Fleet Cards"). Wild Cards, Site Lodged Cards and Fleet Cards are issued under Customer's sole responsibility and Customer shall be liable in respect of any and all Transactions made with Wild Cards, Site Lodged Cards and Fleet Cards, even if they have been lost, stolen, duplicated, have not been received when due or if the PIN has been compromised, until such Cards have been blocked. Customer will indemnify WEX on demand in respect of all costs, claims and demands arising out of or in connection with the use of Wild Cards, Site Lodged Cards and Fleet Cards and will pay any associated Charges in connection with such cards. The same applies to Cards which are not issued as Site Lodged Cards but which Customer lodges at a Supply Point on his own initiative.

#### 4.4 Online and offline Transactions

Transactions will be processed online, except if this is not possible for technical reasons relating to the equipment required for such processing, in which case Transactions will be processed offline. Online Transactions shall be confirmed by PIN and offline Transactions (where permitted) shall be confirmed by PIN or by signature of the Cardholder on the sales voucher. Transactions confirmed in such manner are deemed to have been accepted by Customer and will be invoiced to Customer. Cardholder has no entitlement to offline Transactions. Customer will remain liable for Transactions made without PIN.

#### 4.5 Security precautions

(a) Customer will be responsible for identifying and taking all necessary precautions to ensure the safe storage and use of the Card and its PIN. Notwithstanding the foregoing, WEX may from time to time recommend specific precautions to Customer. A Card is issued with a PIN. Customer shall only disclose the PIN to the Cardholder authorised to use the Card. Customer shall ensure that the PIN is not compromised such as by keeping the PIN secret from any person other than the Cardholder, never storing the PIN together with the Card and entering a PIN discreetly.

(b) WEX may, in its sole discretion, determine proprietary security limits (such as a maximum value per Transaction, a maximum value for all Transactions per Card over a period of time or a maximum number of Transactions per Card over a period of time), above which Transactions may be refused or Cards may be blocked. These limits are determined, and may be revised at any time, by WEX in its absolute discretion. WEX may, but has no obligation to, refuse Transactions or block Cards that exceed such security limits and WEX will not be liable if Cards are used exceeding these security limits. At Customer's request WEX may issue Card(s) that are exempt from security limits. Customer will indemnify WEX on demand in respect of all costs, claims and demands arising out of or in connection with the use of all such Cards.

(c) Retailer may, but is not obliged to, request the Cardholder to show appropriate identification to prove that his identity corresponds with the name on the Driver Card, in the absence of which Retailer may refuse the Transaction and/or retain the Card.

#### 4.6 Lost, stolen or duplicated Cards and compromised PINs

(a) If Customer has reason to believe that a Card is lost, stolen, duplicated or has not been received when due or that the PIN is compromised Customer must immediately Notify WEX, preferably through the Website or By Phone, By E-mail or By Fax. Where Notification has been given orally, Customer shall confirm this by Notification in Writing within 2 Business Days thereafter ("Confirmation").

(b) Customer shall be liable for all Transactions made with a lost, stolen or duplicated Card (including all Transactions made with a duplicate of the Card) for a period of 2 Business Days after WEX has received Notification in Writing or Confirmation from Customer that the Card has been lost or stolen. However, if after 2 business days, Transactions are made with the lost, stolen or duplicated Card using the correct PIN, Customer will remain liable for such Transactions until the lost, stolen or duplicated Card has been blocked by WEX, which WEX shall do as soon as reasonably practicable. In addition, if after Notification that a Card is lost, stolen or duplicated, the Card is used by the Cardholder, Customer will remain liable for such Transactions and WEX may make such reasonable charge to Customer as appropriate to cover the expenses incurred by WEX as a result of Customer's Notification, including any payments made by WEX to any person as a reward for confiscating such Card.

(c) Customer shall be liable in respect of all Transactions made with a Card with a compromised PIN until (1) Customer has given Notification to WEX as detailed in clause 4.6(a) above; and (2) until the WEX Card Centre has received the compromised Card with the top corners cut off.

(d) Customer shall give WEX all reasonable assistance to investigate the loss, duplication or theft of any Card and to assist WEX to recover the lost or stolen Card or a duplicate of the Card.

#### 4.7 Cancellation, withdrawal or replacement of Cards

(a) If Customer wishes to cancel or withdraw a Card for any reason he should Notify WEX accordingly and return the Card to the WEX Card Centre with the corner cut off. Customer will remain liable in respect of all Transactions made with a cancelled or withdrawn Card, prior to receipt of the Card at the WEX Card Centre.

(b) Upon receipt of new Cards replacing existing or expired Cards, Customer shall ensure that all the replaced Cards are immediately destroyed. Customer shall remain liable for all Transactions made with the replaced Cards.

4.8 With prior Notification to Customer, WEX reserves the right to levy Charges in respect of the reissuing and replacement of any Cards.

## 5. Price, Invoicing and Payment

### 5.1 Price

(a) For the purchase of Goods, Customer will be invoiced at the Rates. WEX has the right to unilaterally modify the Rates wholly or partially with prior Notification.

(b) For transactions of Goods on Esso branded cards, transacted outside of the Esso network, WEX may apply a Charge or a Surcharge to the price of the Goods.

(c) Goods shall be invoiced together with Charges, taxes, duties, and any other charges levied in the country of delivery. Value Added Tax shall be specified separately for deliveries in countries where this is legally possible. Taxes, duties and Charges will also be added to all service fees or other payable amounts as appropriate. Customers are responsible for Notifying WEX in due course of any changes to their country-specific international (VAT) ID numbers, addresses and fiscal representatives.

(d) WEX may in its sole discretion levy a Charge for customer services or facilities it provides to Customer, which may include, but is not limited to, the application of a %

service fee to] the purchase of all Fuel Products and Non-Fuel Products. WEX may from time to time modify the amount of the Charges or services to which the Charges relate.

(e) The List Price and any Charges may be unilaterally changed and updated from time to time by WEX acting in its absolute discretion. For the avoidance of doubt, any changes made in accordance with this clause 5.1(e) shall take immediate effect.

### 5.2 Invoicing

(a) If Card Transactions have been processed, Customers will be invoiced with the frequency agreed between WEX and the Customer. WEX may conduct periodic reviews on all Customers and WEX reserves the right to amend the invoice frequency and the payment terms of the Customer with prior Notification.

(b) The use of electronic invoicing (where available) is subject to Customer subscribing to the e-invoicing service. WEX may in its sole discretion levy a Charge to Customer if Customer does not subscribe to the e-invoicing service. When subscribing to the e-invoicing service, Customer agrees that (i) WEX may archive Invoices electronically or have them archived electronically by its nominated third party contractor and that (ii) advanced signature, in line with country legislation, is used to protect the integrity of all Card e-invoices. Customer will be notified by an email when a new Invoice is available online. Email notification is provided for information only, and payment conditions apply in accordance with this Agreement. Customer may still receive a paper Invoice in cases of manual adjustments.

(c) Customer will be invoiced for Goods purchased in pounds sterling (£). Purchases made in foreign currencies will be converted to such currency using the Exchange Rate.

(d) WEX will issue Invoices or debit notes, payment requests, non-title invoices, non-VAT invoices or other legally appropriate similar documents as permitted by the Transactions, or will cause such documents to be issued on its behalf, for Goods sold by WEX or Retailers to Customer. If Customer requires a VAT invoice for Goods sold by Retailers in circumstances where WEX is not legally permitted to issue a VAT invoice, Customer should request an Invoice at the Supply Point at the time of the Transaction. Invoices, debit notes, payment requests and other legally appropriate similar documents are jointly referred to herein as "Invoice(s)".

(e) Invoices are issued based on Transaction data communicated to WEX by Retailers. Therefore, any subsequent corrections communicated by Retailers may lead to rectification of Invoices.

(f) Sales vouchers, or duplicates thereof, are not issued by WEX and should, if required, be obtained by Customer at the Supply Point at the time of the Transaction.

### 5.3 Payment term, payment method and securities

(a) Invoices are payable by the due date stated on such Invoice ("Payment Term"). Customer shall pay Invoices without any discount, deduction or set off, so that WEX's designated bank account is credited with the full amount and in the currency indicated on the Invoice within the Payment Term. Failure to do so shall constitute "Late Payment".

(b) Unless agreed otherwise by WEX, payments shall be made by means of Direct Debit. WEX may levy a Charge for any other payment method than Direct Debit. Customer shall provide WEX with a direct debit mandate in a form acceptable to WEX and shall ensure that a valid direct debit mandate exists at all times during the course of this Agreement. If nevertheless at any time a direct debit by WEX is recalled by Customer's bank, Customer will immediately pay to WEX an amount equal to the amount of such recalled direct debit. WEX is entitled to levy a Charge for administration, increased in line with any bank charges incurred by WEX for any recalled or failed direct debits. Customer shall Notify WEX of any changes to its bank account details in a timely manner so as to avoid any Late Payment.

(c) At its sole discretion, and at any time, WEX has the right to revise the payment method or Payment Term and to revise or withdraw any Account Limit and/or Card Spend Limit that may have been granted to Customer. Notwithstanding any other remedies available to WEX, in the event that an Account Limit and/or Card Spend Limit is withdrawn, all amounts then due and owing, for whatever reason, whether already invoiced or not, shall become immediately payable, and any future sales by WEX to Customer shall be with pre-payment or fully covered by a security in accordance with clause 5.3 (d) at WEX's option.

(d) Customer shall provide to WEX and maintain security in such amounts, types, form and issuers as WEX may specify from time to time in its sole discretion. WEX may request Customer to increase the amount covered by the security or to provide an additional security if WEX, in its sole discretion, considers that this is required to guarantee Customer's current or future payments to WEX. Customer shall renew any expiring securities at the latest by the date corresponding to the expiry date of the security minus the number of days corresponding to the then applicable Payment Term, and if Customer fails to do so, WEX is entitled to block the Cards. If a parent guarantee is in place and, as a result of a change in the shareholding structure in Customer's Affiliates, the parent company that has issued the guarantee no longer is a parent of Customer, Customer shall immediately secure an alternative security acceptable to WEX, unless and until it is confirmed by the parent that has issued the guarantee that it remains in force. Failure to provide or maintain at all times adequate securities shall immediately make all sums owing by Customer to WEX (whether already invoiced or not) on any account whatsoever immediately and automatically due and payable. Customer shall ensure that WEX will have the option to call on the security until at least 6 (six) months from the end of the month after termination of this Agreement.

(e) Disputed Invoices shall be paid in full by Customer on the due date. If consequently parties agree that such invoice needs to be corrected with a certain amount, WEX will promptly issue a credit note and repay such amount or set it off with any amounts due to WEX by Customer. For the avoidance of doubt, any dispute in relation to an Invoice shall be raised by Customer within 28 days of the date of Invoice.

(f) WEX and its Affiliates may at any time, without giving Notification to, or making demand upon, Customer, set off and apply any and all sums at any time owing by WEX and/or by any of its Affiliates to Customer or any of Customer's Affiliates, against any and all sums owing by Customer or any of Customer's Affiliates to WEX and/or to any of its Affiliates. Customer shall not withhold or set off any amounts payable by him against any amounts payable by WEX, except if this is mandated by law.

### 5.4 Default by Customer

(a) Late Payment by Customer shall make all sums owing by Customer to WEX (whether already invoiced or not) on any account whatsoever immediately and automatically due and payable, without prejudice to WEX's right to charge automatically and without prior Notification, the Interest Rate.

(b) Customer shall be liable for all costs, charges and other liabilities incurred by WEX as a result of the Late Payment. WEX is entitled to charge all costs of collection, including attorney's fees to the extent permitted by law, in addition to all other amounts due. For payments that do not take place on the due date, WEX reserves the right to levy a Charge in respect of such late payment.

(c) All payments from and any credits or refunds due to Customer will be used to pay off (1) any interest due (2) any unsecured portions of the debt (3) any secured portions of the debt and finally (4) any other indebtedness to WEX.

(d) WEX may use, without prior Notification or demand, any or all of the security to set off or satisfy all or any part of any indebtedness or obligation of Customer to WEX, including indebtedness arising from purchases under this Agreement or from any other agreement concluded between Customer and WEX in relation to the use of Cards.

(e) If a cash deposit has been made then such deposit can be used, at WEX's sole discretion, as payment of Transactions which have been invoiced or not yet invoiced.

(f) In case of Late Payment, failure to provide or maintain adequate security, exceeding the Account Limit, or if WEX, in its sole discretion, determines that there are objective reasons to conclude that the financial status of Customer has become, or is likely to become, impaired or unsatisfactory, WEX may immediately, without prior Notification, block or cancel Customer's Cards.

(g) In the case of Late Payment, WEX reserves the right to apply a Charge to all Transactions for a period of 3 months immediately following the occurrence of the Late Payment.

(h) WEX reserves the right to terminate this Agreement, suspend Cards or levy a Charge in the event that the Customer's Account Limit is exceeded.

(i) If Customer's account is suspended for any reason with a subsequent reactivation, Customer may incur a Charge for any such reactivation requested. WEX does not accept any liability for accounts that are not reactivated.

(j) WEX (or its agents or representatives) may perform financial screening and/or assessments on Customer. Customer hereby gives its consent to WEX (or its agents or representatives) to carry out such assessments on Customers. Customer hereby gives its consent to WEX (or its agents or representatives) to carry out such assessments. Customer hereby acknowledges and agrees that the assessments may involve giving information about Customer to authorised third parties. Occasionally WEX may use the information provided as a result of the assessments to inform Customer about any other product offering of WEX or any third party from time to time.

(k) WEX may undertake periodic risk assessments of Customers using industry-recognised risk exposure management tools and/or general market intelligence. If, following such risk assessment, Customer's risk exposure reaches a specified risk exposure level determined by WEX in its sole discretion, a risk based Charge may be applied to all purchases of Fuel Products for the duration of the increased risk exposure level until such point as the original risk level resumes.

## 6. Information and Data Privacy

6.1 Customer shall ensure that all information communicated to WEX (including name, legal status, address, email address, key personnel, bank details) is accurate and it shall forthwith provide Notification in Writing to WEX of any changes. Upon request, Customer shall provide complete and accurate financial statements (last audited accounts if available) and related information in a timely manner to assist WEX with the financial assessment process.

6.2 WEX shall not be liable to Customer in respect of any inaccurate Invoices, documentation or reporting about Transactions resulting from incorrect information provided by Customer, Cardholder or Retailer. All monies owing by Customer to WEX shall become due and payable forthwith if WEX discovers that any of the information provided by Customer to WEX is materially inaccurate.

6.3 Subject to clause 6.4 below, WEX may at any time disclose to a third party any relevant information relating to Customer, its Cardholders or its Transactions to the extent that this is deemed necessary by WEX to enable the operation of this Agreement. Customer shall treat information set forth in or derived from this Agreement as confidential.

### 6.4 Processing of Personal Data

(a) In respect of any Personal Data which WEX processes on behalf of the Customer in performing its obligations under this Agreement, the Customer shall be the Data Controller and WEX will be the Data Processor and in any such case:

(i) WEX will Process the Personal Data solely on the Customer's documented instructions for the purposes of providing the Goods and/or services provided under this Agreement;

(ii) WEX will take all measures required by Article 32 of the GDPR to ensure the security of the Personal Data;

(iii) WEX will take reasonable steps to ensure the reliability of its personnel who may have access to the Personal Data, and their treatment of the Personal Data as Confidential Information;

(iv) WEX will promptly, and in any case within five (5) Business Days, notify the Customer of any communication from a Data Subject regarding the Processing of their Personal Data, or any other communication (including from a supervisory authority) of which WEX is aware, relating to either party's obligations under the Data Protection Laws in respect of the Personal Data;

(v) WEX will notify the Customer without undue delay upon becoming aware of any Personal Data Breach;

(vi) WEX will provide commercially reasonable assistance to the Customer on request in relation to (A) any communication received under clause 6.4(iv); and (B) any Personal Data Breach, including by implementing appropriate technical and organisational measures;

(vii) the Customer acknowledges and agrees that WEX are generally authorized to appoint third parties to Process the Personal Data ("**Sub-Processor**"), subject to notifying the Customer about its Sub-Processors and otherwise meeting the conditions set out in Article 28 (2) and (4) of the GDPR;

(viii) the Customer acknowledges and agrees that the Personal Data may be transferred or stored outside the European Economic Area or the country where the Customer is located in order for WEX to carry out its obligations under this Agreement. WEX will take such steps as are necessary to ensure the Processing is in accordance with Data Protection Laws;

(ix) WEX will make available to the Customer on request and with costs to be borne by Customer all information necessary to demonstrate compliance with this clause 6.4 and with Article 28 of the GDPR and upon the Customer's written request, provide it with a copy of WEX's then current third-party audits or certifications, as applicable, as well as any summaries thereof; and

(x) WEX will cease Processing the Personal Data upon the termination or expiry of this Agreement and, upon the Customer's request, either return to the Customer or securely delete the Personal Data.

6.5 Customer hereby expressly agrees to comply with the requirements of the Data Protection Laws and warrants that all relevant Data Subjects have been informed of WEX's Processing of Personal Data under this Agreement and that it has obtained, or will obtain, all necessary consents from Cardholders to permit processing of their data by WEX, Retailers and third parties designated by WEX in accordance with this clause 6 before Processing any such Personal Data. The Customer will ensure that it is entitled to transfer the relevant Personal Data to WEX so that WEX may Process and transfer the Personal Data in accordance with this Agreement and the Data Protection Laws on the Customer's behalf.

6.6 The following table describes the Personal Data Processing activities performed by WEX on behalf of the Customer:-

Subject matter and duration of Processing	Processing of Personal Data to support the provision of Goods and associated services as provided under this Agreement, for the duration of the term of this Agreement.
Nature and purpose of Processing	Processing for the provision of the Goods and associated Services as described in this Agreement.
Type of Personal Data	Names, physical addresses, telephone numbers, national IDs, passport numbers, drivers' license numbers, birth dates, job titles, email addresses, bank account information
Categories of Data Subject	Customer Employees and Drivers, Sole Traders and Customer's Cardholders

## 7. Duration and Termination

7.1 This Agreement will take effect upon the first use by Customer or Cardholder of a Card and it is concluded for an indefinite duration. Either Party may terminate this Agreement at any time by giving to the other not less than four (4) weeks' Notification in Writing.

7.2 Notwithstanding any other remedies available to WEX, this Agreement may be terminated by WEX with immediate effect by Notification to Customer in the following circumstances:

(a) if there is Late Payment by Customer;

(b) if Customer exceeds its Account Limit;

(c) if Customer fails to provide or maintain adequate security;

(d) if there is a suspicion of fraud or abuse of Customer's Card(s) or such fraud or abuse has been established;

(e) if Customer (being an individual) dies or is unable to pay its debts within the meaning of Section 268 of the Insolvency Act 1986 ("IA 1986") or (being a company) if a liquidator (other than for the purpose of amalgamation or reconstruction), administrative receiver, administrator or receiver is appointed in respect of the whole or any part of Customer's assets or business or Customer enters into an arrangement or composition with its creditors, or if it becomes unable to pay its debts within the meaning of Section 123 of the IA 1986, or analogous provision in any other jurisdiction or if Customer suffers any distress or execution to be levied upon any of his goods or premises or any equipment at his premises or other circumstances arise which would entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to make a winding up order in relation to Customer;

(f) if WEX performs and/or obtains a credit review or rating for Customer (which Customer hereby agrees WEX may carry out and/or obtain from time to time) which, in the sole opinion of WEX, is unsatisfactory;

(g) if WEX in its sole discretion determines that there are objective reasons to conclude that the financial status of Customer has become or is likely to become impaired or unsatisfactory;

(h) if Customer is in material breach of any (other) term of this Agreement; or

(i) if Customer assigns this Agreement without WEX's consent or if there is a change in control of Customer.

7.3 If Notification of termination of this Agreement is given for whatever reason, the total outstanding balance of Customer's account (whether invoiced or not) shall become immediately due and payable in full to WEX. At the termination of this Agreement the right of Customer to use Cards shall cease, and Customer's access to the Website may be stopped or restricted. This is without prejudice to Customer's liability for use of Cards after termination until the moment where such Cards have been received back by WEX or to the rights of WEX already accrued at the date of such termination at the conditions that were valid before the termination of this Agreement. Securities shall remain in force until the last payment due under this Agreement has been received by WEX.

## 8. Exclusion and Limitation

8.1 WEX gives no warranty, express or implied, in relation to any Goods supplied to Customer other than relating to the title of the Goods supplied. WEX shall not be liable for any loss or damage suffered by Customer or the Cardholder in connection with any Goods (including claims arising in respect of defective fuel) unless and to the extent that such liability cannot by law be limited or excluded. For the avoidance of doubt, WEX shall not be liable for any (i) loss or damage suffered by the Customer or Cardholder as a result of the Customer's or Cardholder's misuse of the Goods (ii) failure of Retailer to process Cards or (iii) refusal by Retailer to accept Cards. Customer acknowledges and agrees that any and all claims relating to the Goods shall be brought against WEX under and in accordance with the terms of this Agreement.

### 8.2 Subject to clauses 8.1 and 8.6:

(i) WEX's liability under this Agreement for any claims relating to defective fuel is limited to the purchase price of the fuel plus 10% of the purchase price of the fuel;

(ii) WEX's liability under this Agreement for any claims relating to Goods purchased with a Card, save for claims relating to defective fuel as per (i) above, is limited to the purchase price of such Goods; and

(iii) WEX is not liable for any loss of profits, loss of revenue or loss of opportunity or any consequential or indirect loss or damages incurred by Customer or Cardholder as a result of a claim.

8.4 Claims by Customer or Cardholder are waived unless made by registered letter within 10 calendar days from the date of the event triggering the claim.

8.5 Customer shall indemnify and hold WEX, its officers, employees and agents harmless in respect of any losses that are caused by or result from the negligence or wilful acts or omissions of Customer or its Cardholders.

8.6 Nothing in this Agreement has the effect of limiting or excluding any liability of WEX in respect of a claim arising as a result of the fraud, negligence or wilful misconduct of WEX, its contractors or agents and their respective employees (but, for the avoidance of doubt, WEX shall not be liable in any way to Customer or Cardholder for the fraud, negligence

or wilful misconduct of any third party service provider save to the extent that liability cannot by law be excluded).

#### **9. Force Majeure**

WEX shall not be liable for any failure to perform or any delay in performance under this Agreement arising from, or in connection with, any event that is not within WEX's immediate control, including, but not limited to:

- (a) strikes, lock-outs, labour disputes of any kind, partial or general stoppages of labour, refusals to perform any kind of work (whether or not any of the foregoing are lawful, or relate to WEX's own employees or others);
- (b) war, hostilities, terrorist activity, or any local, national or international emergency;
- (c) acts of God, fire, flood, pandemic;
- (d) any inability to obtain energy, utilities, equipment, transportation, the product deliverable under this Agreement or the feedstock from which the product is directly or indirectly derived;
- (e) technical problems, breakdown of or accident relating to plant, machinery, facilities, Supply Points, transportation equipment, communication systems, computer hardware or systems or other equipment such as card readers;
- (f) any hindrances to transportation;
- (g) WEX's fuel stocks falling below levels which WEX in its absolute discretion considers necessary;
- (h) good faith compliance with any regulation, order or request of, or interference by, or restriction imposed by, any international, national or provincial port or other public authority or any person purporting to act for such authority (whether ultimately determined to be valid or invalid); or
- (i) the threat, or reasonable apprehension, of any of the above events.

#### **10. General**

10.1 Signing or using a Card constitutes acceptance of these General Terms and Conditions.

10.2 WEX may unilaterally vary, add to or delete any provision of this Agreement and changes to this Agreement shall be posted on the Website (including any relevant effective dates). Customer shall check online from time to time for any updates or amendments to this Agreement. Use of a Card after any such update has been made to this Agreement shall be deemed to be acceptance of the modified Agreement by Customer.

10.3 WEX may transfer or assign the rights and obligations under this Agreement in whole or in part (including, but not limited to, transferring, assigning or factoring any debts or claims) to third parties (including but not limited to other Affiliates) without Notification. Furthermore, WEX may, at its sole discretion, and without Notification, appoint any agent or contractor for the negotiation and/or execution of this Agreement and Customer hereby expressly confirms its consent to any such appointment. Customer may transfer or assign its rights and obligations under this Agreement with prior written consent from WEX.

10.4 If Customer consists of two or more persons, then their obligations under this Agreement shall be joint and several.

10.5 Each Party shall exercise reasonable care and diligence to prevent any action or condition which may result in a conflict of interest with those of the other Party. This obligation shall apply to the activities of each Party's employees and agents in their relations with the employees and families of the other Party, its representatives, vendors, subcontractors and third parties. Each Party's compliance with this requirement shall include, but shall not be limited to, establishing precautions to prevent that Party's employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act contrary to the other Party's best interest. Each Party shall promptly Notify the other Party the identity of its representatives or employees who are known in any way to have a substantial interest in the other Party's business or the financing thereof.

10.6 No remedy of WEX against Customer is intended to be exclusive, but each remedy shall, to the maximum extent allowed by law, be cumulative and in addition to any other remedy referred to herein or otherwise available to WEX. The exercise, or beginning to exercise, by WEX of any one or more remedies shall not preclude the simultaneous or later exercise by WEX of other remedies. All remedies of WEX shall, to the maximum extent allowed by law, survive any and all terminations of this Agreement. To the maximum extent allowed by law, no delay or failure on the part of WEX in exercising any right, remedy, power, or privilege of WEX shall operate as a waiver thereof.

10.7 Each of the clauses in this Agreement is independent and severable and shall not, in the event of any declaration of invalidity or unenforceability, affect the construction, or effect of, any other clause in this Agreement.

10.8 This Agreement shall form the entire agreement between WEX and Customer in relation to the use of the Cards and supersedes all other agreements and understandings (whether written or oral) in relation to the use of the Cards. Any terms and conditions provided by the Customer shall not apply to this Agreement.

10.9 Headings used in these General Terms and Conditions are for convenience only and shall not affect its interpretation.

10.10 Notwithstanding any other provision in this Agreement or any other document, neither this Agreement nor any other document shall constitute an agreement by WEX to take any action or refrain from taking any action that is in conflict with, penalised under, or compliance with which is prohibited by, US law or regulation.

10.11 This Agreement, and any supplies of Goods made in conjunction with the use of the Card, shall be governed by, and construed in accordance with, the laws of England (excluding its rules on conflict of law) and Customer irrevocably submits to the exclusive jurisdiction of the courts of England. Neither the Uniform Law on the International Sale of

Goods ('ULIS'), nor the United Nations Convention on Contracts for the International Sale of Goods 1980 ('CISG') shall apply.

10.12 For Transactions involving Supply Points outside of the territory of the WEX company which has the primary relationship with the Customer (Outside Territory Transactions), an Affiliate will replace WEX, act as purchasing agent, for and on behalf of the Customer, and in relation to the sale of Goods and issue of Invoices as set out in this Agreement. At the date of issue of this Agreement, the Affiliate is WEX Europe Services BV but this entity may be amended from time to time at the sole discretion of WEX.

Use of a Card for Outside Territory Transactions constitutes a purchase of Goods from Affiliate or from Retailer, as the case may be. Title to the Goods and risk of loss will pass upon delivery of the Goods at the Supply Point. Invoices will be issued in respect of these supplies in accordance with the terms in section 5 above.

#### **11. Country Specific Provisions**

11.1 In the United Kingdom, Cards may only be used if shown to the Retailer prior to the purchase of Goods.

#### **12. Intellectual Property**

12.1 All intellectual property rights with regard to the website, software and other materials such as analyses, designs, documentation, reports, price offers and preparatory material thereof belong exclusively to WEX or its licensors unless explicitly agreed otherwise in writing.

#### **13. E-Business**

13.1 WEX reserves the right to implement procedural and technical changes and/or improvements to the e-business systems.