

AMBER PETROLEUM

Terms and Conditions of Use

1. Definitions

In these conditions unless the context otherwise requires, the following words and expressions shall have the meanings set against them:

- (a) "Amber" means Amber Petroleum.
- (b) "Account" means a credit or charge account maintained by the Customer with Amber on foot of this Agreement in respect of all Card Transactions.
- (c) "Account Limit" means the maximum debit balance permitted on the Account in the relevant currency as determined by Amber and notified to the Customer from time to time.
- (d) "Agreement" means this agreement between the Customer and Amber, including the Application Form where relevant.
- (e) "Customer" means the individual, firm, partnership, company, group, associate or any other entity or person to whom Cards are issued pursuant to this Agreement and includes an employee, agent or any other person acting or purporting to represent or act on behalf of the Customer.
- (f) "Network" means the network of sites through which Amber operates either as principle or agent in Ireland, the United Kingdom and the continent of Europe.
- (g) "Product" means the fuel supplied by Amber through the Network by use of the Cards referred to at sub-clauses (h) and (i) below.
- (h) "Amber Card" means a charge card issued at any time by Amber enabling the Customer to withdraw Product from the Network and to charge the cost to the Account.
- (i) "Card/Cards" means the Amber Card.
- (j) "Product Price" means Amber's current price per litre of Product applicable at the date of the use of the Card together with all service charges and duty taxes applicable thereto at the date of such use less any rebate discount or allowance subject to individual negotiation at the date of issue of the card. Service charges can be amended by Amber at any time without notice. Details of service charges are available on request on request. By the customer using any card he/she will have been deemed to have accepted the current price per litre and Amber's service charges.
- (k) "Working Day" means any day from Monday to Friday inclusive which is not an Irish Public Holiday or statutory Bank Holiday.

2. Use of the Card

- (a) A Card may only be used to withdraw Product or associated goods and services from the network subject to the Amber Terms and Conditions of Use in force at time of use:
 - (1) Within the Account Limit set pursuant to Clause 4 hereof
 - (2) During the period of validity of the Card
 - (3) At the Amber price applicable at the date of withdrawal. Service charges can be added to all services and can be amended by Amber at any time without notice. Details of service charges are available on request. By the Customer using a Card he/she will have been deemed to have accepted the current Amber price and service charges.
- (b) Amber shall be entitled to charge for the issue, replacement or renewal of any Card or for the issue of additional Cards.
- (c) Additional Cards may be issued by Amber for use by any person nominated by the Customer as an authorised user on the Account expressly subject to Amber's Terms and Conditions of Use.
- (d) The Customer will be strictly liable for all amounts arising from or any losses incurred by Amber in connection with the use of any Card issued by Amber in respect of the Account, and debited thereto, whether authorised or unauthorised (including any use in breach of these Terms and Conditions of Use which Amber shall be under no responsibility to prevent).

3. The Account

- (a) The Product is chargeable at the Product Price. Amber reserves the right to vary any rebate, discount or surcharge at any time.
- (b) Any rebated price is as shown and charged on all invoices. This rebated price is the price shown as against the full global price quoted. The difference between the two prices being the rebate.
- (c) All prices are subject to all Government or other taxes, duties, levies, charges, surcharges, service charges, assessments or impositions where applicable at the appropriate rate and any variations of the same at any time shall be for the Buyer's account.
- (d) Amber shall debit the Account with the amount of all drawings of Product and any other liability arising from the use of any Card issued on the Account. The Customer will be liable to pay Amber all amounts so debited.

4. Account Limit

Amber will set a limit on the Account and shall notify the Customer of same from time to time, giving 30 days notice of any changes. If at any time the outstanding balance on the Account exceeds such limit, then the Customer hereby expressly authorises Amber to recover any excess by immediately raising a Direct Debit for such amount to the Customer's nominated bank account in addition to any fixed period Direct Debit mandate in force pursuant to Clause 6 hereof.

5. The Cards

- (a) Cards issued on the Account shall at all times remain the property of Amber and must be returned to Amber on demand.
- (b) A 4-digit Personal Identification Number ("PIN") will be allocated to each Card and Product may only be withdrawn from the Network by use of the PIN.
- (c) The Customer is responsible for the safe-keeping and use of all Cards issued on the Account and must ensure PINs are treated as confidential information and kept separately from each Card.
- (d) If a PIN is disclosed to an unauthorised person, the Customer must immediately notify Amber in accordance with sub-clause (e) below.
- (e) If any Card is lost or stolen the Customer must immediately notify Amber by telephone followed up by written confirmation (by post or fax) within 1 Working Day. Written confirmation by post or fax will be deemed to have been sent when received by Amber. No waiver of charges for unauthorised use will be given for any reason including but not limited to circumstances where:
 - (1) The Customer failed to take reasonable precautions against loss or theft.
 - (2) The loss of the Card was due to the negligence of the Customer.
 - (3) The PIN code was disclosed to an unauthorised person or not kept separate from the Card.
 - (4) The Card was left in an unattended vehicle or otherwise not kept secure.
 - (5) The Card is not recovered from a former employee or other authorised user of the Customer.
 - (6) The Card was not either destroyed or returned to Amber upon request.
 - (7) The Customer is in breach of any other provisions of this agreement.Subject to compliance with the above, the Customer shall remain liable for all drawings on the Card until 3 Working Days after such notification of loss or theft is given, provided such written notification is given before 2.00 p.m. during the course of a Working Day and any such notice given outside such hours shall be deemed to have been given at 10.00 a.m. the next Working Day thereafter.
- (f) Amber may notify the Gardai if a Card is lost, stolen or misused and provide any information which it considers relevant. The Customer agrees to furnish all information in his possession as to the circumstances of the loss, theft or misuse and take all steps deemed necessary to assist with recovery.
- (g) If any Card is later recovered after being lost or stolen, it should not be re-used. The Customer should report its recovery to Amber.
- (h) Customers are permitted to use Cards only in accordance with these Terms and Conditions of Use or any amendments or additions to them which may be notified by Amber as prescribed by Clause 11.

6. Payment

- (a) Amber will invoice for purchases made at such intervals as Amber at its sole discretion shall determine and will normally send to the Customer a monthly statement of invoices and amounts charged to the Account.
- (b) Notwithstanding other arrangement agreed in writing, and subject to Clause 4 above, payment shall be made by way of Direct Debit from the Customer's nominated bank account on or by the date/s ("the due date") each month agreed with the Customer. Such date/s may only later be varied as agreed from time to time between the parties in writing.
- (c) If any Direct Debit instruction, or other written method of payment agreed between the parties is not accepted on due presentation or if any payment made to the Account by cheque is not honoured upon presentation in the ordinary course of business, same shall constitute a breach of contract by the Customer whereupon the entire Account shall immediately become due (whether due or not and whether or not invoiced) and the provisions of Clause 9 hereof shall apply.

7. Product Delivery and Limitation

- (a) Title to and Risk in the Product shall pass to the Customer at the moment it leaves the hose nozzle of the dispensing equipment of the Network and thereafter Amber shall not be liable for any loss or damage by or arising out of or in connection with the storage, use or handling of the Product or otherwise dealing with it and the Customer shall indemnify and keep indemnified Amber from and against all damages, claims, expenses, costs or liabilities incurred by Amber in connection with any use or handling of the Product.
- (b) All quantities of Product withdrawn upon any card issued by Amber to the Customer and received through the use of the Card shall be deemed conclusively to have been withdrawn by the Customer and Amber shall not be affected by any unauthorised use of the Card save as appears in Clause 5.
- (c) Quantities drawn and received by the Customer shall be ascertained conclusively by reference to the recording devices contained in the Network dispensing equipment and in the event of failure of all such devices by reference to the Card.
- (d) Any difference or dispute relating to the quantity or quality of Product shall be notified to Amber within 2 days of delivery and (in respect of price only) within 10 days of the date of the invoice to which the dispute or difference relates failing which the Customer shall be deemed to have accepted the Product and waived all recourse in respect thereof. Any dispute or difference shall not prevent payment of the invoiced sum to be made by its due date. The Customer shall have no right to set-off any claims or to counterclaim against any other invoice unless agreed in writing with Amber.
- (e) Amber shall under no circumstances be liable to the Customer for any indirect or consequential loss or damage, loss of profit, loss of use or production or of contracts which the Customer may suffer if it is unable to perform its obligations under this contract due (directly or indirectly) to the failure of any Network equipment, machine, data processing system, transmission or computer link, industrial dispute or anything outside the control of Amber, its agents or sub-contractors.

8. Termination

- (a) The Customer may terminate the contract and close the Account by giving written notice of termination to Amber, but such termination shall only be effective on the return to Amber of all Cards and upon the payment of all liabilities of the Customer on the Account under the contract.
- (b) Amber may terminate the contract and close the Account by giving 30 days' notice to the Customer (except in the case of Default – see Clause 9 below). On termination by Amber, the Customer will remain liable for all Card transactions before or after termination, together with all charges and costs incurred in connection therewith.
- (c) If the Customer, being an individual, has a bankruptcy order made against him or compounds with his creditors or comes to an arrangement with any creditor or, bring a company or partnership, goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or if it makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgement is recorded against the Customer or any similar occurrence under any jurisdiction affects such party, the contract shall automatically terminate forthwith and without notice and Amber shall cancel all issued Cards and upon such termination all Accounts shall become immediately due and payable together with all and any charges and costs incurred.

9. Default

- (a) (1) If the Customer fails to make payment of any Account for which he/she has been with any Card by the due date or fails to comply with any of these Terms and Conditions of Use he shall be deemed to have committed a breach of contract and Amber may, at its sole option and without prior notice (but giving the Customer notice thereof as soon as practicable thereafter), either terminate all Accounts for which that Customer has been issued with any card and demand the immediate return of all Cards until the Account/s have been paid in full and/or at the sole option of Amber satisfactory alternative arrangements have been entered into by the Customer for continued operation of any such Account.
(2) Under no circumstances shall Amber incur any liability whatsoever to the Customer as a result of the implementation of the provisions of sub-class (a) (1) above.
- (b) All extra-judicial debt recovery costs and expenses, together with VAT thereon where applicable, incurred by Amber arising from or in connection with the collection of any amount which has not been paid by the due date or not paid in full (whether or not proceedings shall have been commenced, and whether or not costs of those proceedings are awarded against the Customer) shall be recoverable in full from the Customer on a full indemnity basis as a debt as part of Amber's claim and shall be debited to the account.
- (c) The Account shall be debited with any administrative, legal or other costs and expenses on a full indemnity basis, incurred by Amber in connection with any action taken by Amber to enforce any provision of the contract or by reason of any default or any breach of these Terms and Conditions of Use by the Customer.

10. Data Protection

- (a) The Customer acknowledges that in order to make credit decisions and fraud prevention, identification purposes, debt tracing and the prevention of money laundering as well as the management of the Account Amber may from time to time need to make searches about the Customer at credit reference and fraud protection agencies for the purpose of providing the Customer with the service applied for who will record the search.
- (b) Amber may disclose information about how the account is conducted including details of any non-payment following Default and where no satisfactory proposal for payment is received to such agencies, associates, organisations who are business partners, agents and law enforcement agencies for the purpose of fraud prevention, audit and debt collection and the information may be linked to records relating to other people residing and/or working at the same address with whom you are financially linked.
- (c) Other credit grantors may use this information to make credit decisions about you and the people with whom you are financially associated, as well as for fraud protection, debtor tracing and money laundering purposes.
- (d) By completing and signing the Credit Application Form the Customer acknowledges and agrees the Amber will be holding and using Data for the purpose set out above.

11. General

- (a) The Customer shall immediately notify Amber of any change in the Customer's address from that appearing in the Credit Application Form.
- (b) Amber may amend, vary or add to these Terms and Conditions of Use giving notice in writing of such change to the Customer at the address in the Credit Application Form or at such alternative address as may have been notified to Amber under sub-clause (a) above and same shall become effective 30 days from the giving of such notice.
- (c) These Terms and Conditions of Use shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and shall supersede and previous Terms and Conditions of Use between the parties in relation to the matters referred to therein.
- (d) If any provision of these Terms and Conditions of Use shall be prohibited by law or adjudged by a court to be unlawful, void or unenforceable such provisions shall to the extent required be served here from and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and shall not in any way affect any other circumstances or of the validity or enforcement of same.
- (e) (1) Any person signing this Agreement on the Customer's behalf expressly warrants that he/she is duly authorised to do so and understands and accepts that if it later transpires he/she was not authorised he/she will become jointly and personally responsible to Amber for all liability arising as a result of the use of the Account.
(2) For the avoidance of doubt, where the Customer is a partnership the term Customer shall refer to any partners as well as all of them, and each partner is responsible separately as well as together to Amber for all liability arising as a result of the use of the Account.

12. Law & Jurisdiction

- (a) These Terms and Conditions of Use shall be governed by and construed in all respects in accordance with Republic of Ireland law. In relation to any legal action or proceedings to enforce any provision of these Terms and Conditions of Use or arising out of or in connection with these Terms ('Proceedings') each of the parties submits to the jurisdiction of the courts of the Republic of Ireland providing that nothing contained in this agreement shall be taken to have limited the right of Amber to bring Proceedings in any other jurisdiction or jurisdictions whether concurrently or not. It is hereby expressly agreed that the place of performance of the obligations in question in respect of any contract based on these Terms and Conditions of Use is Fermoy, Co. Cork.
- (b) Where the Customer resides or carries on business outside the Republic of Ireland, the Customer hereby irrevocably agrees that any Proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served by delivering same in an envelope addressed to the Customer at the address set out in the Credit Application Form or at such alternative address as may have been notified to Amber under Clause 11 (a) above.
- (c) The person signing this agreement warrants that he/she has read and fully understands these Terms and Conditions of Use, and by operating the Account and using any and all Cards issued in connection therewith accepts both for themselves and the Customer (where they are not one and the same) that these Terms and Conditions are reasonable in all respects.

APPLICATION FORM

AMBER PETROLEUM
Acres, Fermoy, Co Cork.
Tel: 025 4600 Fax: 025 38341

1. COMPANY DETAILS

Company Name

Trading Style / Plc/
Limited / Sole Trader
etc.

Registered Office /
Full Address

VAT No

Invoice Address

Nature of Business

When Business Commenced

Telephone

Fax

Number of Employees

Mobile

Email

Are you the Owner / Tenant (please delete as applicable). If you have operated from your current address for less than three years please give previous address.

Name(s) and Home Addresses(es) of interested Parties,
Director, Proprietors / Partners

Name 1

Address 1

Name 2

Address 2

Main Contact Name

2. DETAILS OF VEHICLES

Number of Vehicles

Estimated Monthly Purchases

Vehicles owned or leased

Usage of Road Diesel

3. TRADE Reference (Current suppliers)

Company Name
and Address

Company Name
and Address

Contact Name

Contact Name

Telephone Number

Telephone Number

4. STANDARD INVOICE PAYMENT TERMS

Invoices are issued on a monthly basis and payment is made by Direct Debit on terms as agreed between both parties.
I/ We have read the Card Terms and Conditions of Use and agree to abide by them. I/ We agree and understand that Amber Petroleum shall not be obliged to accept this application nor to give any reason for refusing the same, nor to enter into any correspondence in regard there to.

Authorised
Signature of
Company

Date

Full Name

Positioned Held
in Company

5. **CARD ORDER DETAILS**

New or Existing Customer
(Please tick)

New

Existing

Customer name to appear on Card
Maximum of 20 letters

Number of Cards required

Other information required on card:

Registration Number

Vehicle type

1	<input type="text"/>
2	<input type="text"/>
3	<input type="text"/>
4	<input type="text"/>
5	<input type="text"/>
6	<input type="text"/>
7	<input type="text"/>
8	<input type="text"/>
9	<input type="text"/>
10	<input type="text"/>
11	<input type="text"/>
12	<input type="text"/>
13	<input type="text"/>
14	<input type="text"/>
15	<input type="text"/>

TO BE COMPLETED BY CARD ISSUER

ACCOUNT NUMBER

CARD NUMBERS FROM

TO

CARD ORDER DETAILS