

GENERAL TERMS AND CONDITIONS OF THE **Tamoil Customer Card**

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1. Generalities

These general terms and conditions apply in particular to any application for a Tamoil customer card of any type, its issue, use, renewal, withdrawal or return, as well as to any relationship between the cardholder and Tamoil, subject to express and divergent written agreements.

The term “Tamoil Customer Card” includes all the different types of customer cards made available to its customers, which Tamoil reserves the right to modify at any time. The different types of cards and their respective conditions can be consulted on the website www.tamoil.ch.

2. Purpose of the Tamoil Customer Card

The **Tamoil Customer Card** is a product of Tamoil S.A. (hereinafter: “Tamoil”). The **Tamoil Customer Card** is issued to the holder by Tamoil as a deferred debit customer card but without a credit option. In accordance with the provisions of these general terms and conditions, it enables the cardholder to obtain goods (in particular fuels and lubricants) and services from Tamoil service station operators in Switzerland who accept the **Tamoil Customer Card** and to purchase these goods from Tamoil. However, it cannot be used for cash withdrawals, to purchase vouchers and vehicles or to pay for goods and services intended for resale. It is a customer card without a credit option within the meaning of the LCC (RS 221.214.1).

3. Issuance of the Tamoil Customer Card

Upon written request and subject to acceptance by Tamoil, the **Tamoil Customer Card** is issued by Tamoil, of which it remains the property, to any person domiciled or having its registered office in Switzerland that fully completes the card application form available at all Tamoil service stations that accept the **Tamoil Customer Card**, as well as on the website (www.tamoil.ch).

By signing at the bottom of the aforementioned application form or by sending an identity document electronically, the customer certifies the accuracy of all the information contained therein and expressly authorises Tamoil to pass it on to the **Tamoil Customer Card** administrator. In addition, he expressly authorises Tamoil to collect any information and data, in particular in connection with the said application and/or the use of the **Tamoil Customer Card** as well as the drawing up of the card contract, that it deems useful (e.g. creditworthiness) from, in particular, the public authorities, the applicant's employer, the debt enforcement office or banks, Intrum Justicia and the Central Office for Credit Information (ZEK), as well as from any other body that is intended to assess creditworthiness in particular, which the customer expressly releases from their professional or official secrecy.

Finally, by signing the application form, the customer expressly declares that he has read and understood and that he accepts these general terms and conditions in full and without reservation, as well as the corporate governance rules which can be downloaded from www.tamoil.ch.

If the aforementioned application is accepted, Tamoil will issue and deliver a strictly personal and non-transferable **Tamoil Customer Card** to the customer (hereinafter: "cardholder"), who undertakes to keep it in a safe place at all times, inaccessible to any third party; he may not lend or transfer it.

The holder of a **Tamoil Customer Card** may request an additional card for his partner or a person living with him in the same household (hereinafter: "additional card").

In addition, the cardholder undertakes to inform Tamoil immediately and in writing of any changes to the information on the **Tamoil Customer Card** application, such as changes to personal data, address, etc. Until such changes are communicated, the original information is deemed to be accurate, and any communication to the known address of the cardholder is deemed to be validly notified.

Tamoil reserves the right, on the one hand, to refuse an application for a **Tamoil Customer Card** without giving any reason and, on the other hand, not to renew an expired **Tamoil Customer Card**.

Tamoil Card Center, currently Winarco AG, P.O. Box, 9001 St. Gallen, is entrusted by Tamoil with the management of the **Tamoil Customer Card**. However, Tamoil reserves the right to appoint another person, in particular to carry out the management and administrative processing of the **Tamoil Customer Card**.

4. Confidential personal identification code

At the same time as the **Tamoil Customer Card** is issued, Tamoil will send to each cardholder and only to that cardholder, by separate letter and in confidence, a four-digit personal identification code valid for a specific **Tamoil Customer Card** (hereinafter: the "PIC").

The holder of the **Tamoil Customer Card** must take all measures to ensure the security of his card and the PIC; he must therefore keep the latter absolutely secret in his own interest and not disclose it to anyone. In particular, he must not write it on the card or on any other document or digital medium, or keep it with the **Tamoil Customer Card**. The cardholder is solely responsible for all consequences of any kind arising from non-compliance with the obligation to ensure the security of his card and/or the PIC.

This code is essential for using the physical and virtual payment terminals.

Tamoil is entitled to consider as legitimate any person who presents the **Tamoil Customer Card** and who is able to enter the PIC on the physical or virtual payment terminal provided for this purpose, regardless of whether or not it is the actual cardholder in question. By entering the PIC or signing the sales sheet, the transaction, its price, the debit in favour of Tamoil and the correctness of the purchase are confirmed, and the cardholder acknowledges his debt to Tamoil. Any purchase of goods made using the **Tamoil Customer Card** is irrevocable.

5. Using the Tamoil Customer Card to pay for goods and services

The **Tamoil Customer Card** is a customer card that may only be used to make purchases of goods and services that have actually been made. These transactions are only possible within the purchase limits set according to the cardholder's situation and notified by Tamoil. However, Tamoil reserves the right to revise the limit allocated to each cardholder at any time. Exceeding the purchase limit is not permitted and entitles Tamoil to immediately block the **Tamoil Customer Card** and demand its return. The obligation to immediately reimburse the full amount by which the aforementioned limit has been exceeded remains unaffected.

When using the **Tamoil Customer Card** to collect goods, the cardholder may be required to show proof of identity.

All purchases of goods and services triggered by the **Tamoil Customer Card** are concluded by the cardholder directly with Tamoil.

The cardholder undertakes to use the **Tamoil Customer Card** only to the extent that his solvency allows him to pay the price of the transactions carried out using the card. In the event of the cardholder's insolvency, the **Tamoil Customer Card**, including any additional cards, on the one hand automatically loses (lose) its (their) validity and, on the other hand, must be immediately and spontaneously returned to Tamoil Card Center by the cardholder.

Each use of the **Tamoil Customer Card** constitutes express confirmation of unreserved acceptance of these general terms and conditions as well as of all Tamoil governance rules and group policy in their current version, which can be downloaded from <https://www.tamoil.ch/gouvernance-d-entreprise>.

Tamoil accepts no liability for refusal, for whatever reason, to accept the **Tamoil Customer Card** at points of sale. The same applies if the **Tamoil Customer Card** cannot be used for any reason. Tamoil does not accept any liability for any services, benefits or other promotions that are ancillary or additional to the **Tamoil Customer Card** and that the cardholder may benefit from or may have benefited from.

6. Objection in the event of loss or theft of the Tamoil Customer Card

Any purchase made using the card is irrevocable. Tamoil will only accept objections expressly motivated by the loss, theft or misappropriation of the **Tamoil Customer Card**.

The cardholder must immediately report the loss, theft or misappropriation of the **Tamoil Customer Card** to Tamoil Card Center by any appropriate means, in particular by telephone, e-mail or written declaration, and request that it be blocked. He will also take all useful measures to reduce the damage.

Any objection that has not been the subject of a declaration signed by the cardholder must be immediately confirmed by letter handed over or sent by registered mail to Tamoil Card Center. In the event of a dispute over the objection, the objection will be deemed to have been made on the date of receipt of the said letter by Tamoil Card Center.

Tamoil cannot be held responsible for the consequences of an objection by telephone or e-mail that does not originate from the cardholder.

If the card is stolen, the cardholder must also report this to the police authorities, and a certificate or proof of the report must be submitted to Tamoil Card Center.

The costs of the objection relating to the **Tamoil Customer Card** and for the replacement of the card and the PIC is CHF 20.- (twenty Swiss francs) excluding tax, which will be automatically debited from the next statement.

7. Liability

The records of the payment terminals that accept the **Tamoil Customer Card** or their reproduction on a computer medium constitute proof of the transactions carried out as well as justification for their invoicing to the cardholder. These transactions are legally binding on the cardholder, who expressly and unreservedly acknowledges that he owes them. Any transaction carried out is deemed to have been carried out by the cardholder himself.

Tamoil can only be held liable for direct losses incurred by the cardholder, which the latter can satisfactorily prove, due to the malfunctioning of the system over which it has direct control. Any liability of Tamoil for the erroneous execution of the transaction shall not exceed **the capital amount invoiced to the cardholder**. However, Tamoil will not under any circumstances be held liable for any damage or loss suffered by the cardholder due to a technical breakdown of the payment system or cash machine if this breakdown is signalled to the cardholder by a message on the device or in any other visible way. Finally, Tamoil's liability will be reduced when the cardholder has contributed to the fault.

Tamoil accepts no liability if the **Tamoil Customer Card** is not accepted at Tamoil points of sale for any reason whatsoever. The same applies if the **Tamoil Customer Card** cannot be used for any reason.

Tamoil does not accept any liability for any services, benefits or other ancillary or additional promotions offered in conjunction with the **Tamoil Customer Card** from which the cardholder may benefit.

The cardholder is responsible for the use and safekeeping of the **Tamoil Customer Card**. He assumes all the consequences, without limitation of amount and whatever the nature of the transaction, of the use of the card as long as he has not objected in accordance with the conditions set out in Article 6 above. The transactions carried out after the objection in accordance with the established modalities will be charged to Tamoil Card Center, with the exception of the transactions carried out by the cardholder.

Any damage caused by misuse of the **Tamoil Customer Card** or the related PIC is the sole responsibility of the cardholder.

The holder of the main card and the holder of the additional card(s) are **jointly and severally** liable, i.e. each individually for the whole, to Tamoil for all obligations arising from the use of the additional card, even in the event of separate billing for purchases made using the additional card.

8. Method of payment

The cardholder who has made purchases using the **Tamoil Customer Card** receives a detailed invoice/statement each month of the goods purchased from Tamoil during the past month. The records of the payment terminals that accept the **Tamoil Customer Card** or their reproduction on a computer medium constitute proof of the transactions carried out as well as justification for their invoicing to the cardholder. At the latest on expiry of the payment deadline indicated on the aforementioned invoice/statement, the cardholder must send Tamoil, net, without discount or other deduction, the entire debit balance indicated thereon. The cardholder does not have the option of paying the debit balance in instalments. Tamoil is not obliged to accept cheques or other securities. In any case, payment by cheque or other securities will only be accepted subject to encashment, the value date being the date on which the countervalue is credited to the account. In the event of non-payment on the due date, the cardholder is automatically put in default by the mere expiry of the payment deadline. Any cardholder in default shall pay interest on arrears at a rate of 1% (one per cent) per month on the unpaid balance, plus administrative costs. Interest on arrears is calculated from the first day on which the debt is due. In addition, Tamoil is entitled to charge the cardholder for each reminder, as well as for each return of a direct debit due to insufficient cover, costs of CHF 2.00 (two Swiss francs) excluding tax for the first reminder, then CHF 20.- (twenty Swiss francs) excluding tax for each subsequent reminder and CHF 20.- (twenty Swiss francs) excluding tax for each direct debit (SRD) returned due to insufficient cover. Finally, the cardholder in default will reimburse Tamoil for all costs incurred in recovering any balance in its favour.

Tamoil Card Center must be notified in writing of any complaint relating to the invoice/statement immediately upon receipt of the said invoice/statement. In the absence of a complaint within the payment period, the monthly invoice/statement is deemed to be correct and accepted by the cardholder.

In the event of default by the cardholder, all debts owed to Tamoil by the holder become immediately and automatically due and payable for this reason alone. In the event of debt collection, bankruptcy, composition or any other enforcement measure against the cardholder, all possible rebates or discounts will be immediately and automatically cancelled.

Any partial payment will be deducted in the first instance from the interest and costs owed by the cardholder.

Tamoil is entitled to assign its claims against any cardholder to any third party at any time.

If a payment is made in excess of the amount shown on the statement, no credit interest will be paid to the cardholder. The excess amount will be automatically deducted from the debit balance shown on the next statement. No cash refund will be made.

9. Validity period of the Tamoil Customer Card, renewal of the carrier and withdrawal of the card

The **Tamoil Customer Card** has a validity period, the expiry date of which is printed on the card itself (the last day of the month). A card that has expired must be destroyed. On the expiry date and provided that it has been used at least once during its period of validity or that its use has not been withdrawn prematurely, the **Tamoil Customer Card** is subject to automatic renewal of the carrier, unless the cardholder gives written notice to the contrary at least 6 (six) weeks before that date. This deadline is met if the aforementioned notice is received by Tamoil on the last day before the start of the deadline.

If the cardholder does not receive a new **Tamoil Customer Card** 2 (two) weeks before the expiry date of his card, he will immediately inform Tamoil Card Center.

The **Tamoil Customer Card** contract comes into force on delivery of the **Tamoil Customer Card(s)** and is concluded for an indefinite period. The contract may be terminated with immediate effect by either party in writing at any time. In addition, Tamoil has the right at any time to withdraw, have withdrawn, block, render inoperative or invalidate the **Tamoil Customer Card** or not to renew it, without having to state the reason. The withdrawal decision will be notified to the cardholder. The cardholder is obliged to return the card on first request. Purchases not yet accounted for by this date will be billed to the cardholder.

The cardholder may not claim any damages or assert any claims as a result of the withdrawal, blocking, invalidation, non-renewal or early return of the **Tamoil Customer Card**. In the event of blocking, Tamoil reserves the right to communicate any information useful for recovery to the debt holder.

The withdrawal, blocking, invalidation or request for the return of the **Tamoil Customer Card** renders all debts owed to Tamoil immediately due and payable, even if they have not yet been invoiced.

The fee for unblocking a card that has been blocked due to an act attributable to the cardholder, in particular non-payment, is CHF 10.00 (ten Swiss francs) excluding tax.

10. Data protection

By express agreement, Tamoil, or its representative, is authorised in particular to collect, store, record, use, process and disseminate all the information collected in the context of this contract, as well as to communicate and transfer it to the consolidated companies of the Tamoil Group for the purpose of executing this contract (e.g. solvency check, card production and management, debt collection, etc.) and for marketing purposes for commercial or promotional actions, customer loyalty, as well as to Winarco AG in the context of executing this contract.

This information will be the subject of computerised or non-computerised processing, in particular to enable the production of the **Tamoil Customer Card**, the management of its operation and administrative processing, solvency check, the recovery of debts, the implementation of commercial and marketing actions to build customer loyalty and to ensure the security of payments, in particular when the use of the card is subject to opposition. However, the cardholder has the right to object to receiving promotional material.

In order to fulfil the purposes set out above, every cardholder consents to the information in question being communicated to each consolidated company of the Tamoil SA group, to

organisations involved in the production, operation, management and administration of the **Tamoil Customer Card**, to subcontractors, to merchants or service providers accepting payment by card, as well as to credit information organisations, in the event of blocked cards, in the event of late payment or in the event of misuse of the card.

The holder of a **Tamoil Customer Card** may exercise his right to access and rectify his personal data by contacting Tamoil Card Center. He may also contact Tamoil Card Center directly if he has any questions about the processing of his personal data.

Tamoil and Tamoil Card Center undertake to use the Federal Act on Data Protection (FADP) in their business relations.

11. Delegation of the management of the **Tamoil Customer Card to a third party**

Tamoil reserves the right, and the cardholder already accepts this unreservedly, to delegate at any time to third parties, in whole or in part, the management of the operation and/or the administrative processing of the cards, without being obliged to inform the cardholder. These third parties will be authorised to carry out legal acts and to act in the name and on behalf of Tamoil within the framework of this contract. In addition, Tamoil may at any time assign to any third party the rights it holds against the cardholder.

12. Assignability

Tamoil may, at any time, assign, if necessary, transfer (in particular with a view to collecting debts) all or part of any of its rights arising from this contract to any third party in Switzerland or abroad, and the cardholder hereby gives his full and unconditional consent. In the event of assignment or transfer, Tamoil will transmit, or make accessible to the third-party assignee or transferee, all information relating to the cardholder.

13. Sanction

The use of a blocked, altered or falsified **Tamoil Customer Card** is prohibited, as is any abusive or fraudulent use, which may be subject to judicial proceedings.

14. Invalidity of clauses

The possible invalidity of one or more of the provisions of these general terms and conditions shall not under any circumstances invalidate the other provisions.

15. Changes to the general terms and conditions

Tamoil reserves the right to make changes, amendments, derogations or additions to these general terms and conditions at any time, as well as to all other conditions relating to the **Tamoil Customer Card**, in particular administrative costs, annual fee, rate of interest on arrears. Any amendments, changes, derogations or additions to these general terms and conditions will be communicated to the cardholder by any useful means, for example: document attached to the monthly statement/invoice, in particular publication on the website www.tamoil.ch. During the period of validity of the **Tamoil Customer Card**, they will be applicable 30 (thirty) days from the date of their communication to the cardholder, if the latter does not return the card or continues to use it. In the event of renewal of the carrier, they will be applicable immediately.

16. Communications

Any communication from the cardholder relating to the **Tamoil Customer Card** is validly made to the following address: Tamoil Card Center, P.O. Box, 9001 St. Gallen, telephone: 0844 000 102, e-mail: info@tamoilcard.info.

Any communication from Tamoil to the cardholder is validly made either at the address indicated on the application form, or at the new address communicated by the cardholder, or at any address where the cardholder can be reached.

17. Language

These general terms and conditions have been drawn up in French and translated into German, Italian and English. In the event of any discrepancies between the various versions, the French version shall in all cases prevail over the German, Italian and English versions.

18. Transitional provision

These general terms and conditions cancel and replace all previous general terms and conditions relating to the same subject.

19. APPLICABLE LAW AND PLACE OF JURISDICTION

These general terms and conditions and all legal relationships between the cardholder and Tamoil are subject in all respects to Swiss substantive law, to the exclusion of conflict-of-laws law and the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (Vienna Convention, CISG, SR 0.221.211.1).

THE PLACE OF EXECUTION, THE PLACE OF DEBT COLLECTION IF THE CARDHOLDER MOVES HIS DOMICILE/REGISTERED OFFICE ABROAD AND THE PLACE OF JURISDICTION FOR ANY DISPUTE ARISING BETWEEN TAMOIL AND THE CARDHOLDER FROM THE INTERPRETATION, APPLICATION OR EXECUTION OF THIS CONTRACT SHALL BE St. Gallen. THE CARDHOLDER HEREBY EXPRESSLY WAIVES HIS RIGHT TO HIS NATURAL JUDGE.

HOWEVER, TAMOIL RESERVES THE RIGHT TO INSTITUTE PROCEEDINGS AT THE DOMICILE/REGISTERED OFFICE OF THE CARDHOLDER OR BEFORE ANY OTHER COMPETENT AUTHORITY, WITH SWISS LAW REMAINING, HOWEVER, EXCLUSIVELY APPLICABLE.