



Application form for the Tamoil Mobility Card

Tamoil Nederland B.V.

Company name _____
 Contact person _____ Ms. / Mr. *
 Address _____ P.O. Box _____
 Postal code and town/city _____ Postal code and town/city _____
 Telephone number _____ Number of commercial vehicles _____
 Chamber of Commerce no. _____
 Email address (for invoicing) _____

Projected volume in litres** _____

Enter your name here as you wish it to appear on the card (up to 25 characters)

License plate number	Product choice*					Max. fuel limit required*					
1.	gasoline	diesel	LPG	shop items	carwash	3 refuelling transactions per day max.	€150	€250	€500	€1000	€1500
2.	gasoline	diesel	LPG	shop items	carwash	3 refuelling transactions per day max.	€150	€250	€500	€1000	€1500
3.	gasoline	diesel	LPG	shop items	carwash	3 refuelling transactions per day max.	€150	€250	€500	€1000	€1500
4.	gasoline	diesel	LPG	shop items	carwash	3 refuelling transactions per day max.	€150	€250	€500	€1000	€1500
5.	gasoline	diesel	LPG	shop items	carwash	3 refuelling transactions per day max.	€150	€250	€500	€1000	€1500
6.	gasoline	diesel	LPG	shop items	carwash	3 refuelling transactions per day max.	€150	€250	€500	€1000	€1500

Give all cards the same PIN code

Give all cards a different PIN code

Mileage must be entered

Particulars _____

* Tick as appropriate

** Tamoil Nederland B.V. reserves the right to adjust the agreed conditions if the volume purchased is not in line with the agreed volume.

Conditions attached to the application for the Tamoil Mobility Card

By signing this card application, you agree to the following conditions:

- You alone will be liable for the incorrect use of or fraud involving the Tamoil Mobility Card.
You should therefore never keep a record of the PIN code near the card;
- You undertake to pay for the purchased volume, shop purchases and services by direct automatic debit from your bank account;
- You undertake to notify Tamoil Nederland B.V., P.O. Box 4088, 2980 GB Ridderkerk, telephone 088 400 73 00 without delay in the event of the loss or theft of the card;
- Tamoil Nederland B.V. has the right to block the Tamoil Mobility Card at any time;
- The 'General Terms and Conditions for Use of the Tamoil Mobility Card' (see on the back of this form), filed with the Chamber of Commerce in Rotterdam on 27th of January 2020 and as amended from time to time under number 24181096, apply.

Direct debit

The undersigned authorises Tamoil Nederland B.V., P.O. Box 4088, 2980 GB Ridderkerk, to debit amounts due for supplied products from her or his bank account until further notice.

IBAN _____
 BIC _____

Customer signature _____

Date _____ Please also send a copy of a Chamber of Commerce extract and a copy of a bank statement (please cross out the amounts) along with this form.

General Terms and Conditions for Use of the Tamoil Fuel Card

Tamoil Nederland B.V.

Article 1 – Definitions

In these General Terms and Conditions, the following terms are defined as follows:

- Tamoil:**
Tamoil Nederland B.V., having its registered office in Rotterdam, Chamber of Commerce registration number 24181096, user of these General Terms and Conditions, acting as issuing party of the Tamoil Fuel Card and also charged with the administrative processing, including: invoicing of the Tamoil Fuel Card and its use.
- Customer:**
A customer of Tamoil, with whom Tamoil concludes an agreement with regard to the Tamoil Fuel Card under the conditions as stated in these General Terms and Conditions.
- Application form:**
the 'Application form for the Tamoil Fuel Card', as it is set out or will be set out by Tamoil at any time and made available for the conclusion of agreements regarding the Tamoil Fuel Card, including a change form on which changes concerning the original application can be passed on.
- Tamoil Fuel Card:**
a fuel card issued by Tamoil to the Customer for an indefinite period of time, on the basis of which a Customer refuelling at an affiliated (Tamoil) service station is eligible for a credit facility (deferred payment arrangement) and for a certain discount on the list price published by Tamoil, which discount depends on the volume purchased, all the foregoing being subject to the conditions set out in the Application Form.
- General Terms and Conditions:**
the general terms and conditions set out in this document, as they are or will be laid down by Tamoil at any time.

Article 2 – General

- These General Terms and Conditions shall apply to all acts that take place in connection with a Tamoil Fuel Card (i.e. including the issue, use, the administration regarding a Tamoil Fuel Card). For other acts, including those in connection with delivery, Tamoil Nederland B.V.'s general terms and conditions of delivery and payment, which will be made available separately, shall apply.
- Tamoil shall be entitled to change the contents of these General Terms and Conditions and/or the Application Form at any time it deems desirable.
- Tamoil shall be entitled to terminate the scheme regarding the Tamoil Fuel Card at any time it deems desirable.
- If one or more provisions in these General Terms and Conditions are null and void or are voided, the other provisions of these General Terms and Conditions shall remain fully applicable. Tamoil will then adopt new provisions to replace the null and void or voided provisions, in which the purpose and purport of the original provision will be approximated to the extent possible and permitted.
- Tamoil shall be entitled to block the Tamoil Fuel Card temporarily or permanently if and for as long as the Customer fails to comply with the provisions set out in the Application Form or these General Terms and Conditions. Tamoil will endeavour to inform the Customer in good time of any such blocking.
- The Tamoil Fuel Card is strictly personal and should be used only by those entitled to do so. The Customer shall be responsible for the proper use of any Tamoil Fuel Card it has purchased. If Tamoil discovers or has good cause to assume that the Tamoil Fuel Cards put into use by or on behalf of the Customer are used incorrectly, Tamoil shall be entitled to block the Tamoil Fuel Cards immediately. All damage or loss resulting from the situation referred to in this paragraph can be recovered from the Customer.
- Any form of fraud involving the Tamoil Fuel Card and all related direct and indirect consequences shall be entirely at the risk and expense of the Customer.
- Tamoil reserves the right, at any time it wishes, to conduct a creditworthiness investigation into the Customer or potential Customer or to arrange for one to be conducted and to take decisions on the basis of this investigation that seem advisable to it including – but not limited to – refusing the Tamoil Fuel Card(s) applied for by the Customer and/or blocking the Tamoil Fuel Card(s) already in use by the Customer.

Article 3 – Use of the Application Form

- The Customer is obliged to complete the Application Form in full and correctly.
- The Customer is obliged to return the original copy of the Application Form, accompanied by a recently certified copy (no more than eight weeks old) of the extract from the Commercial Register of the Chamber of Commerce, to Tamoil Nederland B.V., Wolweverstraat 23-25, 2984 CE Ridderkerk.
- Compliance with the requirements set out in this Article does not mean that provision of the Tamoil Fuel Card to the Customer is guaranteed.

Article 4 – Use of the Tamoil Fuel Card

- When Tamoil sends the Tamoil Fuel Card requested by the Customer, the risk shall pass to the Customer.
- The discount stated on the Application Form is a discount on Tamoil's national recommended sales price (fixed list price), which can be requested from Tamoil at any time. If the Customer does not purchase the number of litres of fuel agreed on the Application Form, Tamoil may unilaterally adjust the discount without prior consultation with the Customer. It is theoretically possible that a local pump price will be lower or temporarily lower than the price to be paid using the Tamoil Fuel Card. To ensure that the lowest price is paid, in this case the pump price, it is advisable to pay the lower pump price in a different way (for example in cash or by bank or giro card), unless the parties have agreed on a different arrangement. The Customers must take this into consideration themselves.

Article 5 – Costs

- Tamoil shall provide the Tamoil Fuel Card(s) to the Customer.
- There shall be no costs involved for the Customer in using the Tamoil Fuel Card, unless provided otherwise in these General Terms and Conditions.

Article 6 – Payment

- Tamoil shall invoice the Customer periodically, but at least twice a month, for the products paid for by the Customer using the Tamoil Fuel Card(s). Unless otherwise agreed, these invoices shall be made available in electronic form only.
- Invoices shall be paid by direct debit. Tamoil shall be entitled to collect the amounts due after supply of fuel, as set out in the invoice. In the event of any reversal by the Customer, Tamoil shall be entitled to charge €750 in connection with the additional work to be performed in order to obtain payment. If and in so far as the invoice has not been paid in full after the expiry of the payment term, Tamoil shall be entitled to charge the statutory interest applicable at any time.
- All judicial and extrajudicial collection costs incurred by Tamoil in order to ensure compliance with the Customer's obligations shall be borne by the Customer.
- The Customer shall not be entitled to suspend its payment obligations or comply with them by means of set-off.
- In the event of the Customer's liquidation or bankruptcy or its being granted a suspension of payments, or the attachment of a substantial part of its assets, Tamoil's claims against the Customer shall become immediately due and payable.
- Payments made by the Customer shall first be deducted from the costs and interest due and subsequently to settle those invoices which have been outstanding for the longest time, even if the Customer states otherwise when making the payment.
- Tamoil shall be entitled to request security from the Customer at any time, for example in the form of a security deposit, a first demand bank guarantee or a letter of credit, for the proper and timely performance of the Customer's payment obligations.

Article 7 – Tamoil's Property

- All Tamoil Fuel Cards supplied to the Customer by Tamoil shall remain the property of Tamoil.
- The Customer is not entitled in any way whatsoever to dispose of a Tamoil Fuel Card or Tamoil Fuel Cards or to encumber them with rights of third parties.
- The Customer undertakes to treat the Tamoil Fuel Card or Tamoil Fuel Cards supplied by Tamoil with due care, which includes: keeping the Tamoil Fuel Card or Tamoil Fuel Cards in a safe place (separately from the letter containing the PIN code), keeping proper records of the Tamoil Fuel Cards issued or which are still in stock. The Customer shall ensure that the PIN codes belonging to the individual Tamoil Fuel Cards are handled with due care. Putting the PIN codes on the Tamoil Fuel Cards themselves is expressly forbidden. The PIN codes must be treated as strictly confidential. Tamoil shall accept no liability for any damage or loss caused by negligent handling of the PIN code or codes by or on behalf of the Customer.

- In case Tamoil wishes to exercise its proprietary rights referred to in this Article, the Customer shall grant its unconditional and irrevocable permission to Tamoil or any third parties to be designated by Tamoil to do everything in order to recover the Tamoil Fuel Card or Tamoil Fuel Cards.
- Tamoil is authorised to keep all items belonging to the Customer in its possession until the Customer has fulfilled all its obligations vis-à-vis Tamoil. All costs associated with the exercise of this right of retention shall be borne by the Customer.

Article 8 – Complaints; Blocking at the Customer's request

- Tamoil is entitled to demand the return of the Tamoil Fuel Cards at any time, without stating reasons.
- The Customer will ensure that the Tamoil Fuel Cards are returned to Tamoil if the return of Tamoil Fuel Cards is demanded.
- If the Customer wishes to block a Tamoil Fuel Card for any reason whatsoever, it must report this to Tamoil in writing, stating the relevant card number, after which Tamoil will arrange the requested blocking. Such blocking will take place within two (2) working days after receipt of the notification. Notification must be made to the address referred to in Article 3.2 of these General Terms and Conditions. If a Customer has access to Tamoil's customer portal, that Customer will also have the option of blocking the card himself. Until the time of blocking, the Customer shall remain responsible for any use of the Tamoil Fuel Card.

Article 9 – Suspension and termination; Termination

- Tamoil is authorised to suspend the agreement with the Customer or to terminate it with immediate effect if:
 - the Customer fails to fulfil its obligations under the agreement or fails to do so in time or in full;
 - Tamoil has good reason to fear that the Customer will not comply with the obligations, or will not do so in time or in full, and that the Customer cannot provide any realistic security in this respect upon request;
 - the Customer is declared bankrupt, applies for a suspension of payments or liquidates or transfers all or part of its business to a third party;
 - in Tamoil's opinion, the Customer is preventing the collection of amounts due in connection with the Customer's use of the Tamoil Fuel Card by means of 'reversing' entries or otherwise.
- Upon termination of the agreement, any claims of Tamoil against the Customer shall become immediately due and payable. Tamoil's suspending the fulfilment of the obligations shall not affect its rights under the law and the agreement.
- In the above cases, Tamoil shall at all times retain the right to claim damages.
- Each of the parties shall be authorised to terminate the agreement with effect from the end of a calendar month by written notice to the other party, with due observance of a notice period of at least two (2) months. Before the end date of the agreement, the Customer will ensure that the Tamoil Fuel Cards issued through it at that time are returned to Tamoil, in a manner to be agreed by the parties. After the end date, the Customer shall be prohibited from using or continuing to use the Tamoil Fuel Card in any way. If the Customer, for whatever reason, fails to fulfil the obligation specified in the previous sentence even after receiving a warning to do so, Tamoil shall be entitled to recover the resulting loss and costs from the Customer.

Article 10 – Changed circumstances and force majeure

- Tamoil shall be entitled to terminate the agreement in the event of circumstances which are such that performance of the agreement is impossible or if, according to criteria of reasonableness and fairness, this can no longer be demanded or in the event of any other circumstances which are such that unaltered maintenance of the agreement cannot reasonably be expected of Tamoil.
- Tamoil shall not be bound to fulfil any obligation if it is prevented from doing so by force majeure. Force majeure is understood to mean all external causes, foreseen or unforeseen, over which Tamoil has no influence and as a result of which Tamoil or third parties engaged by Tamoil are unable to perform their obligations. This includes in any event electricity and/or computer failures, fire, disasters, strikes, disturbances or riots, wars and statutory trade restrictions.
- Tamoil shall also be entitled to invoke force majeure if the circumstance preventing compliance or further compliance occurs after Tamoil should have complied with its contractual obligation.

Article 11 – Liability

- In the event of an attributable breach by Tamoil of one or more of its obligations towards the Customer, Tamoil shall have fully complied with its obligation to compensate damage or loss by performing the activities due to be performed, or remedying or correcting them, or by carrying out the work due to be performed or carrying it out again, with all the foregoing to be determined by Tamoil. In so far as this is no longer possible, the Customer shall be entitled to compensation for the direct damage or loss suffered by it up to the amount of the payment to be made by Tamoil's insurer, or at least up to the average of the last three (3) invoices paid by the Customer, with all the foregoing at all times being capped at €2,500 (in words: two thousand and five hundred euros).
- Tamoil shall never be liable for indirect or consequential damage, including trading loss, lost profits, lost savings, damage resulting from personal accidents and damage ensuing from third-party claims.
- The limitations on liability for direct damage or loss set out in these General Terms and Conditions shall not apply if the damage or loss is attributable to an intentional act or omission, or gross negligence on the part of Tamoil or its subordinates.
- The provisions of this Article shall apply in full and shall be deemed to have been stipulated, also for the benefit of third parties engaged by Tamoil.
- Tamoil cannot be held liable in any way by the Customer for fraud, collection problems and/or other financial adverse circumstances, of any nature whatsoever, relating to the use of the Tamoil Fuel Card.

Article 12 – Intellectual property

- Without prejudice to the other provisions of these General Terms and Conditions, Tamoil reserves all its intellectual property rights in the broadest sense and the powers ensuing therefrom.
- The Customer is not permitted to make changes to items supplied unless otherwise agreed in writing.
- Tamoil reserves the right to use any knowledge acquired from performing the activities for other purposes, provided no confidential information concerning the Customer is made known to third parties in the process.

Article 13 – Confidentiality

- Both parties are obliged to observe secrecy with respect to all confidential information obtained from each other in connection with their agreement. Information is deemed to be confidential if the other party has specified that it is confidential or if this is evident from the nature of the information.
- If, pursuant to a statutory provision or a court decision, Tamoil is obliged to provide third parties designated by law or by the competent court with confidential information, Tamoil shall not be obliged to pay damages or compensation and the other party shall not be entitled to dissolve the agreement.

Article 14 – Applicable law and Disputes

- All offers made by Tamoil, as well as any agreements concluded between Tamoil and the Customer shall be governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.
- All disputes shall be settled exclusively by the competent court in Rotterdam, unless Tamoil prefers to submit the dispute to the competent court at the location of the Customer's place of business.