

WEX Fleet Luxembourg S.à r.l.

General Terms and Conditions of Card Use

1. Purpose

1.1 The purpose of this Agreement is to define the conditions under which the Customers may use Cards to obtain Goods and Services at participating Service Stations in Belgium, France, Luxembourg and the Netherlands (and any other country which WEX may add), insofar as such Goods and Services are offered for sale there. Any Customer wishing to use a Card agrees to receive and use it in accordance with the conditions set out in this Agreement.

1.2 These General Terms and Conditions shall apply to all offers, agreements or other legal relationships pursuant to which WEX is providing, or offering to provide its Goods and Services. WEX explicitly rejects the applicability of all general terms and conditions other than these General Terms and Conditions.

2. Definitions

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

- **"Affiliate"** means (1) for WEX: WEX Inc. or any company in which WEX Inc. (a) owns or controls, directly or indirectly, 50% or more of the capital stock, or (b) has the power to exercise more than 50% of the voting rights, or (c) has the power to determine directly or indirectly, by agreement or otherwise, the policy of a company; and (2) for the Customer: any company in which the Customer's ultimate holding company (a) owns or controls, directly or indirectly, 50% or more of the capital stock, or (b) has the power to exercise more than 50% of the voting rights, or (c) has the power to determine directly or indirectly, by agreement or otherwise, the policy of a company;
- **"Account"** means a Customer's or Cardholders individual online account opened by WEX, as described in clause 3.1;
- **"Agreement"** means these General Terms and 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 the Grand Duchy of Luxembourg excluding Saturdays;
- **"Card Forms"** means the application form for Cards, card order form and/or any other form completed by the Customer upon request by WEX and accepted by WEX and/or by any third party designated by WEX;
- **"Cardholders"** means persons to whom the Customer has provided a Card and who are authorised by the Customer to use such Card and **"Cardholder"** means any one of them;
- **"Card List Price"** means a price list used by WEX for Fuel Products. The Card List Price is subject to fluctuations and will be amended from time to time. The Card List Price will be made available to the Customer upon Notification in Writing by Customer.
- **"Card Procedures"** means any procedures or guidelines regarding the use of the Cards as WEX may Notify from time to time;
- **"Cards"** means all payment cards issued to the Customer by WEX and/or by any third party designated by WEX and **"Card"** means any one of them;
- **"Change of Control"** means the sale of all or substantially all of the assets of the Customer or any merger, consolidation or acquisition of the Customer with, by or into another corporation, entity or person or any direct or indirect change in the ownership of more than 50% of the voting capital stock of the Customer in one or more related transactions;
- **"Credit Limit"** means the maximum amount of unpaid Transactions, whether invoiced or not, that can be outstanding on a Customer's and/or Cardholders' account at any time. The Credit Limit is determined, and may be revised at any time, by WEX in its sole discretion;
- **"Customer"** means the company whose details appear in the Card Form and whose application for Cards has been accepted by WEX;
- **"Customers Service Department"** means the contact point for administrative matters relating to the Card. An overview of the contact details and opening hours can be found at www.CarteCarburantGo.lu/contact ;
- **"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;
- **"Driver Card"** has the meaning given to it in clause 4.3 (a);
- **"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 the Customer from time to time;
- **"Fleet Cards"** has the meaning given to it in clause 4.3 (b);
- **"Fuel Products"** means products such as, but not limited to: petrol, Diesel, off-road Diesel, Diesel exhaust fluid, LPG, HVO, CNG, AdBlue and LNG available for purchase to the Customer;
- **"General Terms and Conditions"** means these general terms and conditions, governing all offers and relationships pursuant to which WEX provides its Goods and Services, which can also be found at www.go-fuelcard.com/lu/general-terms-and-conditions ;
- **"Goods and Services"** means Fuel Products, Non-Fuel Products, and any other related products and/or services that may be purchased from time to time in accordance with this Agreement or constitute the subject-matter of a

separate contract ancillary to this Agreement, as the case may be. **"Goods"** and **"Services"** means any one of them;

- **"Interest Rate"** means the interest rate as defined in article 5 of the Law of 18 April 2004 regarding payment terms and interest on late payments;
 - **"Invoice"** has the meaning given to it in clause 5.2 (d);
 - **"Network Partner"**: means a company authorized to accept the Card on the basis of which a Customer and/or Cardholder can purchase the Goods or Services or both from WEX at Service Stations of that Network Partner;
 - **"Non-Fuel Products"** means any goods and services which are not Fuel Products supplied by WEX to the Customer and/or Cardholder from time to time;
 - **"Notify(ing)"** or **"Notification"** means informing the other Party:
 - (a) through the Web Portal or website: in the case of notification to WEX (1) by submitting the required information electronically using the functionalities provided by the Web Portal for this purpose; or, in the case of notification to the Customer and/or Cardholder, (2) by posting the information on the Web Portal or website;
 - (b) by sending an e-mail to such e-mail address as WEX or the Customer respectively may specify from time to time (**"By E-mail"**);
 - (c) by sending a letter to such address as WEX or the Customer respectively may specify from time to time;
 - (d) by including specific information on the Invoice or on the payment overview accompanying the Invoice (only applicable to a Notification by WEX to the Customer); or
 - (e) by phone using such telephone number as WEX or the Customer respectively may specify from time to time (**"By Phone"**);
 - **"Notification in Writing"** means a Notification in the form specified in paragraphs (a) to (d) of that definition;
 - **"Late Payment"** has the meaning given to it in clause 5.3 (a);
 - **"Parties"** means WEX and the 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;
 - **"Service Station"** means a service station of a Network Partner, where Customer and/or Cardholder can purchase the Goods or Services or both from WEX, that belongs to the network of service stations. A list of the network of Service Stations can be found at www.CarteCarburantGo.lu/stations-service ;
 - **"Sub-Processor"** has the meaning given to it in clause 6.4 (vii);
 - **"Transaction"** means each use of the Card to obtain Goods and Services at a Service Station;
 - **"Vehicle Card"** has the meaning given to it in clause 4.3 (a);
 - **"Web Portal"** means the internet site to which the Customer and/or Cardholder has access in order to, among others, modify the data, select Goods and Services and restrictions of the Card and download account statements;
 - **"WEX"** means means WEX Fleet Luxembourg S.à r.l. having its statutory seat in Luxembourg and its registered office at 9, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, registered with the trade register of the Luxembourg Trade and Companies Register under number B 234548 and its successors, assigns and appointed agents or any other Affiliate and their successors, agents or assigns, as the case may be;
 - **"WEX Inc."** means a corporation duly organized and existing under the laws of the State of Delaware, the United States of America, with a mailing address of 97 Darling Avenue, South Portland, Maine, 04106, the United States of America, registered with the State of Delaware Division of Corporations under file number 3058125.
- 2.2. 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. Application and issuance of Cards

3.1 WEX may in its sole discretion provide, or cause a third party to provide, one or more Cards to the Customer. In case WEX accepts the Customer's request for a Card, an Account will be opened and Card(s) will be issued by WEX. The Card(s) issued by WEX to the Customer and the related Account shall contain the information specified by the Customer, the selected Goods and Services and a credit limit and restrictions approved by the WEX. The Customer shall be responsible for the selected Goods and Services and the restrictions specified at the Account and shall be liable for all the consequences thereof.

3.2 WEX shall communicate to the Customer the relevant PIN-code(s) separately from the corresponding Card(s) by unregistered letter, unless the Customer obtained a personal PIN-code. The Customer shall be responsible for communicating the relevant PIN-code to the Cardholder.

3.3 The Customer and/or Cardholder can use a Card for purchasing certain Goods and Services from WEX that are available at Service Stations but the Customer and/or Cardholder are not obliged to purchase a minimum amount of Goods and Services 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.

3.4 WEX offers, through its Network Partners, a range of Goods and Services that can be purchased with a Card. The Customer and/or Cardholder determines the categories of Goods and Services that can be purchased with the Cards based on the available offering in the Web Portal. WEX may at any time and without Notification extend or reduce the range of Goods and Services it offers. The issuing of Cards to the Customer and/or Cardholder does not confer any right to the Customer to receive supplies of Goods and Services.

3.5 Use of a Card constitutes a purchase of Goods and/or Services from WEX. The Title to the Goods and risk of loss will pass upon delivery of the Goods at the Service Station.

3.6 The Cards may only be used at participating Service Stations however Network Partners have the right to retain Cards and/or to refuse to supply Goods and Services, accept Cards or process Transactions for any reason including, but not limited to, shortage of product, technical failure of equipment or failure by the Customer and/or Cardholder to comply with this Agreement. The Customer shall comply with all operating requirements and conditions imposed by a Network Partner at the Service Station. Any fees or payments charged by Network Partners to WEX in connection with Transactions by the Customer and/or Cardholder not complying with local regulation or damaging Network Partner's equipment can be charged by WEX to the Customer. If the Goods and Services have already been supplied and the Card is not accepted by the Network Partner for whatever reason, the Customer and/or Cardholder is required to pay for the Goods and Services at Network Partner's customer price applicable at the Service Station with other means of payment.

3.7 The Customer may authorise Cardholders to use a Card and shall ensure that Cardholders comply with the obligations which applies to him under this Agreement. The Customer shall ensure that Cards do not remain in possession of anyone who has ceased to be an authorised Cardholder.

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

3.9 WEX may increase or reduce the number, and vary the type, of Network Partners and/or Service Stations where Cards can be used without Notification.

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 the Customer shall return Cards on first request to the WEX. WEX may with prior Notification to the Customer levy charges on Cards.

4.2 Use of Cards

The Customer and/or Cardholder 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 the Customer and/or Cardholder exceeds its Credit Limit;
- (c) if the Card has been reported lost or stolen or the PIN-code 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;
- (f) if there are any Late Payments;
- (g) if a Card is used 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 Customer and/or Cardholder does not enter the correct PIN-code for 3 times;
- (i) if the Card is used to obtain cash.

Notwithstanding clause 4.2(a)-(e), the 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 the 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 the Customer and accepted by WEX.

(b) At the Customer's request WEX may, at its sole discretion, issue Cards with identical PIN-codes that can be used by multiple cardholders ("**Fleet Cards**"). Fleet Cards are issued under the Customer's sole responsibility and the Customer shall be liable in respect of any and all Transactions made with Fleet Cards, even if they have been lost, stolen, duplicated, have not been received when due or if the PIN-code has been compromised, until such Cards have been blocked. The Customer will indemnify WEX on demand in respect of all costs, claims and demands arising out of or in connection with the use of Fleet Cards and will pay any associated charges in connection with such cards. The same applies to Cards which are not issued which the Customer lodges at a Service Station 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-code and offline Transactions (where permitted) shall be confirmed by signature of the Customer or Cardholder on the sales voucher and, to the extent possible, the authorization code which can be obtained from the Customer Services Department by an employee of the Service Station. Transactions confirmed offline are deemed to have been accepted by the Customer or Cardholder and will be invoiced to the Customer. The Customer will remain liable for Transactions made without PIN-code.

4.5 Security precautions

(a) The Customer will be responsible for identifying and taking all necessary precautions to ensure the safe storage and use of the Card and its PIN-code by the Customer and/or Cardholder. Notwithstanding the foregoing, WEX may from time to time recommend specific precautions to the Customer. A Card is issued with a PIN-code. The Customer shall only disclose the PIN-code to the Cardholder authorised to use the Card. The Customer shall ensure that the PIN-code is not compromised such as by keeping the PIN-code secret from

any person other than the Cardholder, never storing the PIN-code together with the Card and entering a PIN-code discreetly.

(b) WEX may, in its sole discretion, determine Credit 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 Credit 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 Credit Limits and WEX will not be liable if Cards are used exceeding these Credit Limits. At the Customer's request, WEX may issue Card(s) that are exempt from Credit Limits. The 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) An employee of a Service Station 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 Network Partners may refuse the Transaction and/or retain the Card.

4.6 Lost, stolen or duplicated Cards and compromised PIN-codes

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

(b) The 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 the Customer or Cardholder 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-code, the 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 Customer or Cardholder, the Customer will remain liable for such Transactions and WEX may make such reasonable charge to the Customer as appropriate to cover the expenses incurred by WEX as a result of the Customer's or Cardholder's Notification, including any payments made by WEX to any person as a reward for confiscating such Card.

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

(d) The Customer and/or Cardholder 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. The Customer shall review the Transactions on his aggregate statement and shall immediately Notify WEX of any unauthorized transaction and of any error found in the statements.

4.7 Cancellation, blocking, withdrawal or replacement of Cards

(a) The Customer can permanently or temporarily block a Card by means of a Notification in Writing.

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

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

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

4.9 The Customer may in no circumstances invoke any irregular use of the Cards by the Customer and/or Cardholder and/or any third party or any fraudulent use thereof.

5. Price, Invoicing and Payment

5.1 Price

(a) The base price that will be charged to the Customer for Fuel Products is the following:

(i) In the Netherlands and France: the Card List Price applicable at the time of refuelling, of which the most current version will be communicated – upon request – to the Customer via email;

(ii) In Belgium and the Grand Duchy of Luxembourg: the official list price as communicated by the local government at <https://economie.fgov.be/nl/themas/energie/energieprijzen/maximumprijsen/officieel-tarief-van-de> for Belgium and <https://guichet.public.lu/fr/outils/prix-prod-petrol.html> for Luxembourg.

(iii) Outside Belgium, France, the Grand Duchy of Luxembourg and the Netherlands: as the case may be, the official price at the moment of refuelling or the applicable pricelist of the invoicing entity.

(b) If the price at the pump deviates from the contractually agreed base price, the latter prevails, unless otherwise agreed.

(c) Goods and Services other than Fuel Products shall be invoiced at the price charged by the Service Station, unless otherwise agreed between parties.

(d) Goods and Services shall be invoiced together with charges, taxes, duties, and any other charges levied in the country of delivery. Value Added Tax

(VAT) 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. The Customers are responsible for Notifying WEX in due course of any changes to their country-specific international (VAT) ID numbers.

(e) WEX may in its sole discretion levy a charge for customer services or facilities it provides to the Customer and/or Cardholder, which may include, but is not limited to, the application of a % service fee to the purchase of all Goods and Services. WEX may from time to time modify the amount of the charges or services to which the charges relate.

(f) The base 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, the Customers will be invoiced with the frequency agreed between WEX and the Customer. WEX reserves the right to amend the invoice frequency and the payment terms of the Customer with prior Notification.

(b) Invoices (including VAT) shall be sent by WEX to the Customer in an electronic form together with an overview of all transactions. The Customer expressly waives any right to challenge the validity of any electronic Invoice. The Customer expressly agrees that each electronic Invoice shall be the original Invoice. The Customer undertakes to communicate valid email address(es) and the name of a contact person to WEX for the purpose of receiving electronic Invoices. In the event of a change to its email address(es), contact person or both, the Customer undertakes to Notify WEX in Writing as soon as possible. If delivery of an electronic Invoice fails, WEX will not be responsible for any such failure and the Customer will not be released from its obligation to pay the Invoice. If the Customer wishes to receive a paper Invoice, it will Notify WEX in Writing. In such case, WEX undertakes to send a paper Invoice to the Customer. WEX reserves the right to charge additional costs for the paper Invoice. The Customer undertakes to verify that the Invoices received contain the correct information (including inter alia transaction details), as well as the other information to appear on the invoice as specified by the Customer. Any objections must be Notified within 8 Business Days from the invoice date. Should no objection be notified within such period, the Customer shall be deemed to have accepted the Invoice.

(c) The Customer will be invoiced for Goods and Services purchased in Euros (€). Purchases made in foreign currencies will be converted to such currency using the Exchange Rate. If the Card is used outside the Eurozone, administrative costs may be charged.

(d) WEX will issue Invoices or debit notes, or will cause invoices or debit notes to be issued on its behalf, for Goods and Services sold/provided by Network Partners to the Customer and/or Cardholder. If the Customer requires an invoice for Goods and Services sold/provided by Network Partners in circumstances where WEX has provided a debit note, the Customer should request an invoice at the Service Station at the time of the Transaction. Invoices and debit notes are jointly referred to herein as "**Invoice(s)**".

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

(f) Sales vouchers, or duplicates thereof, are not issued by WEX and should, if required, be obtained by the Customer or Cardholder at the Service Station 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**"). The 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 (SEPA). WEX may levy a charge for any other payment method than direct debit. The 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 and for 2 months thereafter. If nevertheless at any time a direct debit by WEX is recalled by the Customer's bank, the 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. Contrary to the generally applicable rules relating to direct debits through SEPA mandate, WEX reserves the right to send a pre-information notice stating the amount and the date of execution to the Customer within a period of 14 calendar days prior to the debit value date of the Invoice. The 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 credit that may have been granted to the Customer. Notwithstanding any other remedies available to WEX, in the event that credit 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 the Customer and/or Cardholder shall be with pre-payment or fully covered by a security in accordance with clause 5.3 (d) at WEX's option.

(d) The Customer shall upon request 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 in relation to the execution of this Agreement or any contract being subordinated thereto. WEX may request the 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 the Customer's current or future payments of any additional sum which may be owed to WEX by the Customer from time to time. The 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 the 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 the Customer's Affiliates, the parent company that has issued the guarantee no longer is a parent of the Customer, the 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 the Customer to WEX (whether already invoiced or not) on any account whatsoever immediately and automatically due and payable. The Customer shall ensure that WEX will have the option to call on the security until at least 6 months from the end of the month after termination of this Agreement.

(e) Disputed Invoices shall be paid in full by the 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 the Customer. For the avoidance of doubt, any dispute in relation to an Invoice shall be raised by the 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, the Customer, set off and apply any and all sums at any time owing by WEX and/or by any of its Affiliates to the Customer or any of the Customer's Affiliates, against any and all sums owing by the Customer or any of the Customer's Affiliates to WEX and/or to any of its Affiliates. The 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.

(g) In case WEX does not invoice any amount to a Customer within the agreed timeframe (for whatever reason), WEX is still entitled to issue an Invoice in respect of such amount unless such claim has lapsed based on the applicable law.

(h) Invoicing for Transactions made outside Belgium, France, the Grand Duchy of Luxembourg and the Netherlands can be invoiced on behalf of another entity.

5.4 Default by Customer

(a) Late Payment by the Customer shall make all sums owing by the 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 the Interest Rate as defined in article 5 of the Law of 18 April 2004 regarding payment terms and interest on late payments automatically and without prior Notification.

(b) The 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 the 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 the Customer to WEX, including indebtedness arising from purchases under this Agreement or from any other agreement concluded between the 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 Credit Limit, or if WEX, in its sole discretion, determines that there are objective reasons to conclude that the financial status of the Customer has become, or is likely to become, impaired or unsatisfactory, WEX may immediately, without prior Notification, block or cancel the 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 or Cardholder's Credit Limit is exceeded.

(i) WEX (or its agents or representatives) may perform credit checks on the Customer. The Customer hereby gives its consent to WEX (or its agents or representatives) to carry out such checks. The Customer hereby acknowledges and agrees that the credit checks may involve giving information about the Customer to licensed credit reference agencies or third parties. Occasionally WEX may use the information provided as a result of the credit checks to inform the Customer about any other product offering of WEX or any third party from time to time.

(j) WEX may undertake periodic risk assessments of the Customers using industry-recognised risk exposure management tools and/or general market intelligence. If, following such risk assessment, the 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 Goods and Services 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 The 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, the 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 the Customer in respect of any inaccurate Invoices, documentation or reporting about Transactions resulting from incorrect information provided by the Customer, Cardholder or Network Partner. All monies owing by the Customer to WEX shall become due and payable forthwith if WEX discovers that any of the information provided by the Customer to WEX is materially inaccurate.

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

a.4 Processing of Personal Information

(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 Services provided under this Agreement and shall immediately inform the Customer if, in its opinion, an instruction infringes the Data Protection Laws;

(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 responsible steps to ensure that its personnel, who may have access to the Personal Data, have committed themselves to confidentiality;

(iv) WEX will promptly, and in any case within 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 organizational measures;

(vii) The Customer acknowledges and agrees that WEX is 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 the Data Protection Laws;

(ix) WEX will make available to the Customer upon request and with costs to be borne by the Customer all information necessary to demonstrate compliance with this clause 6.4 and with article 28 of the GDPR and upon the Customer's Notice in Writing, 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 expiration of this Agreement and, upon the Customer's request, either return to the Customer or securely delete the Personal Data.

6.5 The 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, Network Partners 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 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 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	The Customer employees and drivers, sole traders and Cardholders.

7. Duration and Termination

7.1 This Agreement will take effect upon the moment WEX accepts the request of a Customer for the issuance of Card(s). The Card can be used and is valid until the expiry date mentioned on the Card, except in case of previous termination of this Agreement, as set forth in this clause 7. If this Agreement is continued and if the Card was used within a period of 6 months prior to the expiry date, a new Card will be sent shortly before the expiry date. This Agreement will be applicable to any new Card issued, subject to the continuation of this Agreement and the existing Cards being used within 6 months prior to the relevant expiry date.

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

(a) if there is Late Payment by the Customer;

(b) if the Customer and/or Cardholder exceeds its Credit Limit;

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

(d) if there are reasonable grounds to believe that there has been fraud or abuse of the Customer's and/or Cardholders Card(s);

(e) if Customer is declared to be in a state of bankruptcy, insolvent, is wound up, requests suspension of payments, is held to be legally incompetent or if any executor attachment is made over the assets of the Customer;

(f) if WEX performs and/or obtains a credit review or rating for the Customer (which the 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 the Customer has become or is likely to become impaired or unsatisfactory;

(h) if the Customer commits a material breach of this Agreement and, where such breach is capable of remedy, fails to remedy the breach within 14 days of a written notice to do so; or

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

7.3 If Notification of termination of this Agreement is given for whatever reason, the total outstanding balance of the 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 the Customer and/or Cardholder to use Cards shall cease, and the Customer's and/or Cardholders access to the Web Portal may be stopped or restricted. This is without prejudice to the 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.

8. Exclusion and Limitation

8.1 WEX gives no warranty, express or implied, in relation to any Goods or Services supplied to the Customer. WEX shall not be liable for any loss or damage suffered by the Customer and/or the Cardholder in connection with any Goods and Services save to the extent that such liability cannot by law be limited or excluded. WEX shall not be liable for any failure of Network Partners to process Cards or for any refusal by Network Partner to accept Cards. The sale of Goods and Services by Network Partners takes place under the exclusive responsibility of such Network Partner and the Customer must lodge any claim relating to the sale of Goods and Services directly with such Network Partners.

8.2 WEX's liability under this Agreement for any claims relating to Goods and Services purchased with a Card is limited to the purchase price of such Goods and Services.

8.3 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 the Customer and/or Cardholder as a result of a claim.

8.4 Claims by the Customer or Cardholder are waived unless made by registered letter within 1 year from the date of the event triggering the claim.

8.5 The 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 the Customer and/or 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 the Customer and/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, and provided that WEX shall in no event be liable for any consequential or indirect loss howsoever arising.

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, Service Stations, 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 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). The 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 the Customer.

10.2 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. 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 the Customer hereby expressly confirms its consent to any such appointment. The Customer may transfer or assign its rights and obligations under this Agreement with prior written consent from WEX.

10.3 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.

10.4 No remedy of WEX against the 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.

10.5 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.

10.6 This Agreement shall form the entire agreement between WEX and the 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.

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

10.8 The provisions of this Agreement relating to confidentiality, liability, governing law and dispute resolution, and other provisions that expressly or by their nature are intended to continue to have effect, shall survive termination or expiration of this Agreement.

10.9 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 the Grand Duchy of Luxembourg (excluding its rules on conflict of law) and Customer irrevocably submits to the exclusive jurisdiction of the courts of the City of Luxembourg, Grand Duchy of Luxembourg. 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.

11. Intellectual Property

All intellectual property rights with regard to the website, Web Portal 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.