

## GENERAL CONDITIONS OF AS JETOIL

### 1. DEFINITIONS

- 1.1. **Seller** – AS Jetoil, registry code 10613270;
- 1.2. **Customer** – both natural and legal persons with whom the Seller has entered into an Agreement;
- 1.3. **Party (Parties)** – the Customer and the Seller referred to individually or jointly;
- 1.4. **Agreement or Transaction** – an agreement for the sale of Goods entered into repeatedly between the Customer and the Seller, irrespective of whether it is a sales transaction via a Fuel Card (retail trade) or through the submission of an Order (wholesale trade), the documents of which are the Order, Order Confirmation, Shipment Document and General Conditions;
- 1.5. **Factor** – the Seller's contracting party to whom the Seller may, for the purpose of factoring, assign the financial claims arising from the Agreement against the Buyer without coordinating with the Buyer beforehand;
- 1.6. **Self-Service Portal** – electronic administrative environment for sales and Fuel Cards available on the Seller's homepage at the address [www.jetoil.ee](http://www.jetoil.ee) through which the Customer can carry out activities related to the Fuel Card and purchasing of fuel from the Seller via the Internet;
- 1.7. **User** – in the case of a Customer who is a legal person, their representative who is a natural person and who has the right, pursuant to law or authorisation of the Customer, to carry out activities via the Self-Service Portal for and in the name of the Customer, incl. submits Orders and assumes binding obligation for the Customer, or in the case of a Customer who is a natural person, the Customer themselves or the person to whom they have made the Fuel Card available but whose activities create obligations to the Customer;
- 1.8. **Goods** – liquid fuel, gas, lubricating oils or other products sold by the Seller to the Customer;
- 1.9. **Credit Limit** – the maximum amount determined by the Seller for the Customer for carrying out transactions regarding which, the Customer has the right to pay for the Goods during the term determined by the Seller and which has been determined in the Self-Service Portal;
- 1.10. **Fuel Card** – payment card issued by the Seller to the Customer that enables the Customer to perform transactions with the Seller on the terms and conditions determined in the General Conditions and Self-Service Portal;
- 1.11. **Payment** – any sum of money paid or subject to payment by the Buyer to the Seller in the course of performance of the Agreement;
- 1.12. **Payment Deadline** – the final term set out in invoices issued by the Seller by which payments must be received;
- 1.13. **Shipment Document** – a shipment document for the purposes of the Estonian Liquid Fuel Act, also the transfer-acceptance deed of the Goods or the accompanying document of the fuel terminal;
- 1.14. **Order** – the order submitted by the Customer or the User for wholesale purchase of the Goods which states the name of the requested Goods, quantity, place of delivery, requested delivery time and the person(s) authorised to accept the Goods;
- 1.15. **Order Confirmation** – the Seller's warranty regarding the submitted Order which states the name of the Goods, quantity, price, terms of payment, delivery time or delivery time range requested by the Customer and place of delivery and the name and contact details of the person authorised to accept the Order;
- 1.16. **General Conditions** – general terms and conditions applicable to the relationship between the Seller and the Customer upon performing the Transaction which the Seller is entitled to unilaterally renew.

The definition used in the singular form also designates the plural form and vice versa if the context of the General Conditions so presumes. All references to the Agreement or the Transaction also designate annexes, additions, and amendments to the Agreement and the Transaction documents.

### 2. SCOPE

21. The General Conditions regulate the rights and obligations of the Seller and the Customer concerning the Transaction and the issuing and use of the Fuel Card.
22. The General Conditions apply to all Transactions performed through Orders and the Order Confirmation or the Fuel Card.
23. If the User has submitted a request for issuing the Fuel Card, made a Transaction by using the Fuel

Card or submitted an Order, it is deemed that the Customer has fully accepted the General Conditions available on the Seller's homepage, in each valid form, and they apply to each performance of the Transaction. The General Conditions are applicable in the version disclosed on the Seller's homepage and in the Self-Service Portal.

24. The Seller reserves the right to unilaterally amend the General Conditions. The Seller informs the Customer about amendments to the General Conditions on the Seller's homepage, in the Self-Service Portal, via e-mail or in any other manner at least fourteen (14) days before entry into force of the amendments. Orders which have been submitted by the User before entry into force of any new version of the General Conditions are subject to the version of the General Conditions which was valid at the time when the User submitted the Order. The Customer has the right to cancel the Agreement in case the General Conditions are amended.

### **3. SELF-SERVICE PORTAL**

31. The Customer has the right to appoint one or several Users who are entitled to use the Self-Service Portal and enter into transactions through the Self-Service Portal. The Parties have agreed that the User has the right to represent the Customer irrespective of their statutory right of representation regarding the Customer and activities of the User create legal consequences for the Customer.
32. The Customer undertakes to ensure the security of the use of the Internet service during the use of the Self-Service Portal session.
33. Identification of the Customer in the electronic environment of the Self-Service Portal is done by using the methods provided by Dokobit or some other authentication software manufacturer.
34. Activities or Transactions carried out by the User in the Self-Service Portal or with the Fuel Card are deemed to be the activities or Transactions performed by the Customer. The Customer in whose name the activities and transactions were performed bears full and unconditional liability for the legal consequences of the performed activities or Transactions.
35. The Customer undertakes to immediately inform the Seller of technical failures in the Self-Service Portal or defects or disturbances that hinder the use of the Self-Service Portal.
36. The Customer undertakes to immediately inform the Seller when data necessary for entering the Self-Service Portal in the name of the Customer have become known to unauthorised third parties or there is a risk that they will become known to unauthorised third parties. Upon receiving a notice from the Customer, the Seller blocks performance of activities and transactions under the Customer's account in the Self-Service Portal at the latest within twenty-four (24) hours from service of the notice referred to in this clause to the Seller after which, the Seller shall be responsible for the transactions carried out in the Self-Service Portal.
37. To prevent technical failures or repair failures that have occurred, the Seller has the right to restrict, without prior notice, the possibility to use the Self-Service Portal by ensuring that the said restrictions are of a minimum extent and duration. The Seller shall not be liable for damage caused to the Customer as a result of the restrictions on the use of the Self-Service Portal.

### **4. USE OF FUEL CARD**

41. Retail sale of Goods to Customers takes place based on the Fuel Card.
42. The Fuel Card is issued to the Customer by post to the address stated in the electronic Fuel Card application submitted in the Self-Service Portal. Upon issuing the Fuel Card, the Customer receives a secret personal identification number (PIN code) by which the User identifies themselves as a representative of the Customer by carrying out Transactions with the Seller. The Fuel Card is activated in the Self-Service Portal. The Customer ensures that the User keeps the PIN code confidential. Only the User can activate the Fuel Card.
43. The User performs transactions with the Fuel Card to the extent of the Credit Limit or to the extent of the sum paid to the Seller as an advance payment.
44. The Seller has the right to unilaterally reduce the Credit Limit or terminate the use of the Credit Limit on any grounds. The Seller undertakes to immediately inform the Customer of amendments to the Credit Limit.
45. The right to use the Fuel Card is suspended in the following cases: upon exceeding the Credit Limit; in case no Credit Limit has been set for the Customer or the Credit Limit has been reduced to zero; the paid advance payment has been used; General Conditions or Transaction conditions are violated, incl. invoices are not paid on time.

46. The right to use the Fuel Card is restored at the latest within twenty-four (24) hours after payment of invoices by the Customer, receipt of the advance payment or occurrence of free Credit Limit on the Fuel Card.
47. In the event of loss, theft or destruction of the Fuel Card or in the case of the desire to block the Fuel Card, also when the PIN code is revealed, the Customer undertakes to block the Fuel Card by using the Self-Service Portal or send a respective notice in a format which can be reproduced in writing to the Seller's contact details. The Seller is not liable for any potential claims arising from the loss, theft, destruction of the Fuel Card or from blocking the Fuel Card.
48. The Seller undertakes to suspend the validity of the Fuel Card at the latest within twenty-four (24) hours from service of the Customer's notice referred to in clause 4.7 to the Seller after which, the Seller shall be responsible for the transactions carried out with the Fuel Card.
49. The Customer is liable for all the Transactions and activities carried out by the User or by the person not stated as a User in the Self-Service Portal but who has obtained means based on which the user can carry out the Transactions or activities.
410. Upon expiry of the validity period of the Fuel Card, the Seller shall issue a new Fuel Card to the Customer.
411. The Seller has the right to suspend the use of the Fuel Card if the Fuel Card has not been used for carrying out transactions for six (6) months in a row.
412. Valid prices of Goods and services are disclosed in the Self-Service Portal and/or via an e-mail sent to the Customer. The Seller has the right to unilaterally amend the prices (incl. the discount rate) of Goods and services.
413. Upon carrying out a Transaction with the Fuel Card, the Transaction is carried out in the prices listed in the price list that is valid at the time of carrying out the Transaction.
414. The fuel discount is applied to the Customer upon issuing invoices. Discounts are applied in case the Customer has no indebtedness for previous periods.
415. The Seller has the right to amend the discount rate by informing the Customer thereof via e-mail at least one (1) day in advance.
416. In case the User uses the Fuel Card to buy specific-purpose diesel, they are aware that the Seller may apply technical systems to identify the user beforehand. By using the Fuel Card to buy specific-purpose diesel, the User warrants that the Customer uses the specific-purpose diesel only for agricultural purposes (in machinery, tractors and non-road mobile machinery used for agricultural purposes and in drying facilities that are used to dry agricultural produce) or for the purposes of commercial fishing in accordance with clauses 1<sup>1</sup> (1) 1) and 2) of the Estonian Fiscal Marking of Liquid Fuel Act. The Seller has the right to request from the Customer additional information regarding the precise purpose of using the specific-purpose diesel to fulfil the Seller's statutory reporting obligations.

## **5. ORDERS**

- 5.1. Wholesale trade of Goods takes place through the submission of Orders in the manner stated in the General Conditions.
- 5.2. The Order is not deemed to be confirmed and the Seller has no obligation to sell the Goods until the Seller has confirmed the Order (in the Self-Service Portal or via e-mail). The Order is deemed to be confirmed when the Seller has sent the Order Confirmation to the User. Upon confirmation of the Order by the Seller, the Customer is obligated to accept the Goods on the conditions stated in the Order Confirmation, incl. the person stated in the Order Confirmation is deemed to be competent to accept the Goods.
- 5.3. The Seller may either confirm or not confirm the Order and the Seller has the right to refuse to confirm the Customer's Order if the Order cannot be fulfilled, if the Seller has any claims against the Customer, if, in the assessment of the Seller, the solvency of the Customer is not sufficiently ensured, or there is an ongoing dispute with the Customer concerning the delivery, return of Goods, repayment, payment, fraud, or other violation of the General Conditions or based on any other grounds.
- 5.4. With the submission of the Order, the Customer agrees to unconditionally fulfil the provisions of the General Conditions and waives their right to demand adherence to any other conditions, incl. those applied by the Customer.
- 5.5. The Order may be submitted via the Self-Service Portal, e-mail, orally (e.g., by phone) or in writing.

In the case of an Order submitted orally, the Seller may demand the User to confirm the Order in the Self-Service Portal or in a format that can be reproduced in writing.

- 5.6. An amendment to an already submitted Order is taken into consideration when the Seller receives it before confirmation of the Order by the Seller, or the Seller agrees with the amendment of the Order and discloses that at least in a format that can be reproduced in writing. If the Customer cancels the Order or a part thereof after confirmation of the Order by the Seller, the Seller has the right to submit to the Customer a contractual penalty which corresponds to 5% of the cost of the cancelled Order or cost of the cancelled part of the Order.
- 5.7. If the User submits an Order for specific-purpose diesel, then with the submission of the Order, the User warrants that the Customer uses the specific-purpose diesel for agricultural purposes (in machinery, tractors and non-road mobile machinery used for agricultural purposes and in drying facilities that are used to dry agricultural produce) or for the purposes of commercial fishing in accordance with clauses 1<sup>1</sup> (1) 1) and 2) of the Estonian Fiscal Marking of Liquid Fuel Act. The Seller has the right to request from the Customer additional information regarding the precise purpose of using the specific-purpose diesel to fulfil the Seller's statutory reporting obligations.

## **6. DELIVERY AND RECEIPT OF GOODS**

- 6.1. Wholesale trade delivery terms of the Goods (delivery time and place) and specification of the Goods, price and payment deadline are agreed between the Parties with the Order Confirmation. Delivery terms applied by the Seller are INCOTERMS 2020 DDP unless otherwise determined in the Order Confirmation.
- 6.2. The Order is fulfilled to the Customer or to the person authorised by the Customer to accept the Order (determined respectively in the Order Confirmation or Self-Service Portal) on the date and in the place stated in the Order Confirmation. The Order is deemed to be properly fulfilled when it has been accepted by the Customer or by the person authorised to accept the Order. The Seller has the right to request an identity document and submission of the security code sent by the Seller to the person entitled to accept the Order from the person accepting the Goods.
- 6.3. The Seller has the right to refuse to deliver the Goods in case the person authorised to accept the Order fails to perform the obligation arising from clause 6.2 of the General Conditions upon acceptance of the Goods and the existence of the authorisation of the Customer's representative is not established.
- 6.4. In case the Customer fails to accept the Goods or the situation stated in clause 6.3 occurs, the Seller has the right to refuse to deliver the Goods, or if the Customer fails to accept the Goods on time or causes a delay in some other manner or requests postponement of the delivery, the Seller has the right, at the Seller's discretion, to either store the Goods at the Customer's expense and risk for the time determined by the Seller or withdraw from the Transaction and sell the Goods to a third party and request from the Customer contractual penalty in the amount of up to 10% from the cost of the Goods stated in the Order Confirmation.
- 6.5. In the case of a late delivery, the Customer is not entitled to cancel the Transaction, refuse to accept the Goods, delay with payment or claim compensation, except when the Seller's violation is caused by the Seller's intentional activity or gross negligence.
- 6.6. The Customer or the person authorised to accept the Order grants permission to start unloading the Goods and is responsible for the safety of the process. The Customer undertakes to ensure that the Customer is ready to accept the Goods at the time specified in the Order Confirmation.
- 6.7. Regarding the delivery and receipt of the Goods, the Seller shall prepare a Shipment Document of the Goods, which is signed by the Customer or the person authorised to accept the Order upon delivery and receipt of the Goods. Delivery and receipt of the Goods may be fixed via electronic means.
- 6.8. The risk of accidental loss of and damage to the Goods and title to the Goods transfers from the Seller to the Customer as of the moment when the Seller has performed all their obligations under the Agreement, considering the agreed delivery terms.
- 6.9. The Goods and the quantity thereof must comply with the Goods and quantity stated in the Shipment Document. The Customer or the person authorised to accept the Order is obligated to verify the quantity of the Goods upon acceptance of the Goods. Quantity of the Goods is verified based on the reading of the fuel gauge of the tank of the vehicle that delivered the Goods and the Customer or the person authorised to accept the Order has the right to request the verification certificate of the fuel

- gauge of the vehicle that delivered the Goods.
- 6.10. Compliance of the quantity of the Goods is deemed to be verified and accepted by the Customer by signing or electronically confirming the Shipment Document.
  - 6.11. The Seller ensures compliance of the fuel gauge of the tank of the vehicle that delivered the Goods with the Estonian Metrology Act, including compliance of the accuracy of the fuel gauge with the standards applicable in Estonia. Compliance of the fuel gauge is verified and confirmed by an independent control authority.
  - 6.12. Complaints concerning the quantity of the Goods can only be based on the discrepancy between the reading of the fuel gauge of the tank of the vehicle that delivered the Goods and the quantity of the Goods stated in the Shipment Document. In the case of grounded complaints, an instrument of shortfall of the Goods is prepared, which is signed by the Parties' representatives (from the Seller's side, the person delivering the Goods and from the Customer's side, their representative or the person authorised to accept the Order), and the Customer has the right to use the legal remedies described in clause 6.15.
  - 6.13. The Seller shall enable the Customer to take a control sample from the Goods in case the Customer has notified about it in advance in a format that can be reproduced in writing. The control sample from the Goods is taken before commencement of unloading of the Goods from the Seller's means of transport by an independent control laboratory at the presence of the representatives of the Seller and the Customer. In case the Customer has not submitted a respective request, it is proceeded from the control sample taken by the independent control laboratory from the tank of the fuel terminal from which the Goods were delivered to the Customer.
  - 6.14. Complaints concerning the quality of the goods can only be based on the result of the control sample taken from the Goods by the independent control laboratory in the manner described in clause 6.13 which confirms non-conformity of the Goods with the standards applicable in the Republic of Estonia or quality indicators fixed in the Agreement. Complaints concerning quality may be filed within seven (7) calendar days from the time when the result of the analysis of the control sample of the Goods became known.
  - 6.15. The Seller undertakes to respond to the Customer's complaints within fourteen (14) calendar days from the receipt of the respective complaint. In the case of a complaint that is grounded and filed on time, the Seller is obligated to only replace the Goods that do not comply with the terms and conditions of the Agreement or, alternatively, at the Seller's discretion, to either refund the price paid for the Goods or supplement the delivery by the missing Goods in the case of an incomplete delivery. The Customer is not entitled to demand reduction of the purchase price, compensation for damage or termination of the Agreement, except when it is a case of intentional violation by or gross negligence of the Seller.
  - 6.16. The Seller is not liable for changes in the quality of the Goods resulting from the condition of the Customer's tank or the quality of the residue of the goods in the tank or other similar circumstances that are not in the sphere of influence of the Seller. Complaints concerning the quality of the Goods cannot be based on the samples taken from the Customer's tank or equipment.

## **7. TERMS OF PAYMENT**

- 7.1. The Seller submits invoices to the Customer in accordance with the quantity of the purchased Goods. Invoices submitted by the Seller are available to the Customer in the Self-Service Portal, at the request of the Customer, the Seller shall send invoices to the Customer's e-mail address. In case the Customer has not received an invoice within seven (7) calendar days from the term of the submission of the invoice, the Customer undertakes to inform the Seller thereof and the Seller shall issue a copy of the invoice.
- 7.2. The payment deadline of the Goods shall be fixed in the Order Confirmation and on the invoice. The Buyer undertakes to pay for the Goods on time.
- 7.3. The amounts overpaid by the Customer shall be considered as an advance payment for the following invoice or refunded within fourteen (14) calendar days based on the respective application of the Customer.
- 7.4. In case the Customer delays payment of invoices of the Seller, the Seller has the right to claim interest on arrears (default interest) 0.1% (zero point one per cent) per day of the amount of the unpaid invoice.
- 7.5. Upon payment of the indebtedness, first, default interest, contractual penalty, and other potential

accessory obligations are considered paid by the Customer, after which, the principal debt is considered paid.

- 7.6. The Seller may set a Credit Limit of the Goods for the Customer. The amount and usage of the Credit Limit are visible to the Customer in the Self-Service Portal. The Seller has the right to unilaterally amend the Credit Limit or suspend the credit sale of the Goods on any grounds.
- 7.7. Unless otherwise laid down in the Agreement, the Customer has the right to challenge the invoice and submit complaints within 14 (fourteen) calendar days as of the moment the Customer found out about the violation of their rights, but not later than 2 (two) months after the occurrence of the alleged violation or date of issue of the invoice. Complaints that are submitted after the said deadlines shall not be subject to satisfaction.

## 8. LIABILITY

- 8.1. The Seller is not liable for direct patrimonial damage, consequential damage, indirect costs or claims arising thereof, including loss of business opportunities, loss of income, or loss of expected savings. Also, the Seller is not liable for potential damage suffered by the Customer as a result of the suspension of the Fuel Card or Credit Limit.
- 8.2. In case the Customer has failed to perform the obligations arising from the Agreement and the Seller has entered into an assignment of claim agreement, a representation agreement, an authorisation agreement or any other agreement to organise payment of the claim, the Customer undertakes to reimburse to the Seller (in the case of assignment of claim, to the new creditor) also costs arising in connection with entry into and performance of such an agreement.
- 8.3. The person who has entered into a transaction in the name of another person without the right of representation must reimburse to the Seller costs and damage (incl. cost of the delivered Goods) borne by the Seller as a result of believing in the existence of the right of representation in case the person in whose name the transaction was entered into, does not approve the transaction.
- 8.4. In case the Self-Service Portal cannot be used due to technical failures, the Seller shall not be liable for damage incurred by the Customer as a result thereof. The restriction on liability referred to in the previous sentence is not applicable if the Seller has breached the Agreement intentionally or due to gross negligence.

## 9. OTHER CONDITIONS

- 9.1. The Customer is obligated to immediately inform the Seller in a format that can be reproduced in writing of changes in the formation of the Customer's management board, of the division and merger of the Customer or transfer of the enterprise and also of commencement of bankruptcy, liquidation, reorganisation and enforcement proceedings against the Customer.
- 9.2. The Customer is obligated to immediately inform the Seller in a format that can be reproduced in writing of any changes to their name, address or any other requisite elements (e.g., data of persons with the right of representation) which have importance upon the performance of the Agreement or which may bring about legal consequences for the Parties. Failure to perform the said obligation provides the Seller with the right to presume that all requisite elements that have been forwarded to them by the Customer are correct and notices sent in accordance with those requisite elements have been received by the Customer.
- 9.3. **The Seller may use the Customer's e-mail address to send direct marketing notices concerning the Seller's Goods, except when upon entry into the Agreement, the Customer informs the Seller that they do wish to receive the said direct marketing notices.** At any time, the Customer has the right to opt out of receiving direct marketing notices by adhering to the directions provided for that purpose in each direct marketing notice or by informing the Seller thereof via e-mail.
- 9.4. At the request of the Seller, the Customer is obligated to submit to the Seller their financial reports (balance sheet and profit and loss account) or other necessary documents for assessing the Customer's creditworthiness.
- 9.5. In case the Customer fails to duly perform the obligations under the Agreement, the Seller has the right to publish and disclose information concerning the facts of the violation of the Agreement and the Customer to third parties. By entering into the Agreement, the Customer consents to the forwarding of the said data to third parties. In the case of Customers who are natural persons, data are disclosed subject to the conditions laid down in the privacy notice.
- 9.6. Notices between the Parties related to the Agreement which have legal effects are deemed to be

received when:

- 9.6.1. notices are delivered to the other Party against signature;
- 9.6.2. notices have been sent as registered mail by a post office to the postal address of the other Party and 5 (five) working days have passed from posting;
- 9.6.3. notices have been sent to the e-mail address of the other Party and one (1) working day has passed from sending.
- 9.7. The Seller has the right to unilaterally waive the right of claim against the Customer arising from the Agreement to third parties. The Seller also has the right to waive the right of claim arising from the Agreement to the Factor without the prior consent of the Customer or without informing the Customer thereof.
- 9.8. In case any provisions of the General Conditions are inapplicable, become inapplicable or turn out to be in conflict with the valid legislation, this shall not affect the validity of other provisions of the General Conditions.
- 9.9. Disagreements between the Parties which the Parties fail to settle by agreement shall be settled in Harju County Court.
- 9.10. The Agreement shall be governed by the law applicable in the Republic of Estonia.
- 9.11. The Customer can familiarise themselves with and obtain information on all the Goods and services provided by the Seller, their cost, terms and conditions of the Agreement, balance, sum of transactions, submitted invoices and the advance payment balance in the Seller's Self-Service Portal, on the direct contact details stated in the Self-Service Portal or via e-mail address info@jetoil.ee.
- 9.12. The Seller's contact details: Postal address: Peterburi tee 2F, 11415 Tallinn, Estonia. E-mail: info@jetoil.ee. Telephone: +3726030760.