

KENOLKOBIL FUEL CARD (K-CARD)
GENERAL TERMS AND CONDITIONS

I. Definitions

- Company** : KenolKobil Limited of Post Office Box Number 44202-00100 Nairobi
- General Terms and Conditions** : General Conditions of the Company for issuance and use of KenolKobil Fuel Card (K-Card) holder.
- K-Card** : Card issued by the Company to the Cardholder
- Cardholder** : An individual and/or corporate entity to whom the Company has issued K-Card and whose name is imprinted on the card.
- Main Cardholder** : Cardholder of the account(s) who is charged for the expenses incurred by the use of the card.
- Account** : Account of the main Cardholder opened with the company which is credited/debited for the amounts of the transactions, fees and commissions arising from the use of the card.
- Credit Limit** : The total amount of the credit that the Company approves to the main cardholder; the amount that is available on the main cardholder account for authorized transaction.
- Balance available on the account** : Funds available (own funds deposited and the funds of the approved credit limit) less the funds reserved for authorized and not charged transaction.
- Daily limit** : The number of transactions or the maximum amount per refill which can be used daily in fueling
- Point of Sale (POS)** : Designated Service Station at which the use of K-Card is authorized and acceptable.
- Point of Sale Terminal** : An electronic device that provides and facilitates fueling installed at the points of sale of fuels and services and makes respective charges thereof with K-Card.
- P.I.N (Personal Identification Number)** : Secret personal identification number of the main Cardholder used for authorization when the card is used at Point of Sale terminal.
- Agreement** : Agreement stipulating terms, conditions rules and regulations regarding the use of K-Card as agreed between the Company and the Cardholder.

The above mentioned terms used in the General Terms and Conditions Agreement and attached documentation may be used in plural with no effect on their defined meaning.

2.0 K-Card Issuance process and Credit limit approval.

2.1 The Cardholder guarantees the correctness of the data stated in the application form.

The company approves the submitted application and the card issuance and the credit limit to the main Cardholder(s). The amount of the credit limit is determined according to the internal policies of the Company. The Company has no obligation to explain its decision. As collateral for total settlement of the credit limit on time the cardholder has to submit collateral instruments determined according to the internal policies of the Company.

2.2 The card is owned by the Company and may not be transferred to Third parties. The validity term of the card is indicated on the card. The Cardholder may use it only within the period indicated thereon.

2.3 Upon receipt of the card the Cardholder has to sign the card with an identical signature with the one signed on the application. In case the Cardholder does not sign the card the risk and consequences arising therefrom shall be at his/her account. The card that is not signed shall not be valid.

2.4 The card and the PIN codes shall be collected by the main Cardholder in person or they can be collected by a person authorized and identified by the main Cardholder.

2.5 The Company shall issue an additional card upon the request and authorization of the main Cardholder.

2.6 The account of the main Cardholder shall be debited for all expenses arising from the use of K-Card.

2.7 The main Cardholder may recall the authorization and terminate the use of the Card notifying the Company thereof in writing and returning the Card to the Company. If the main Cardholder cannot have the Card in possession the procedure for cancellation of the right for use of the additional card shall be carried out on the basis of a written notification upon which the Company shall block the card and prevent its further use.

3.0 Card Usage

3.1 The card shall not be transferred to other persons and it shall be used only by the Cardholder whose name is imprinted thereon or its authorized user.

3.2 For payment of fuels the Cardholder shall receive a receipt for performed transaction (slip) at the Point of Sale. The Cardholder shall keep one part of the slip for his/her records.

3.3 The Cardholder is obliged to keep all the documents related to K-Card transactions for at least Six(6) months. At first demand by the Company the Cardholder is obliged to submit them to the Company.

3.4 The Cardholder PIN shall be entered at the time of each transaction and shall serve as a signature testifying to the Cardholders' acceptance of the transaction.

3.5 It is expressly provided that the purchase of fuel shall be exclusively limited to the immediate filling of the authorized vehicles' tanks. Any removal by other means is excluded.

3.6 The Cardholder on prepaid option shall load credit on his or her care at designated Service Stations or at Head Office Card Centre. The PIN code entered by the Cardholder shall signify for all purposes and intent the acceptance of the transaction by the account holder

4.0 Charges and Billing

- 4.1 All Card fees arising from use of the card are determined by the decision on terms and conditions of the Company and shall be charged to the Cardholder according to the fees in effect on the date of the request for membership. The fees are subject to change in accordance with the company business policy and are accessible at the company's marketing department.
- 4.2 The fuels shall be billed at intervals specified overleaf on the basis of the prices charged at the point of sale on the date of the transaction, and in accordance with the terms agreed upon between the Company and the Cardholder.
- 4.3 A PIN shall be attributed to each card and permits the use of the card(s) exclusively by the bearer cognizant of the PIN attributed to him/her.
- 4.4 Any complaint or dispute concerning the K-Card transactions must be expressed in writing within Thirty (30) days from the date of issue of the bill and be accompanied by substantiating documents. No claims shall be entertained or accepted after the lapse of Thirty (30) days.

5.0 Payments

The bills shall be paid according to the terms of payment and on the due dates mentioned overleaf.

- 5.1 There shall be two modes of payment

- 5.1.1 Prepaid on fueling at the Station, or on deposit of cash at the Company's Card Centre situated at the Head Office. The PIN entered by the bearer at the time of fueling shall serve as a signature testifying to acceptance of the transaction by the Cardholder.

- 5.1.2 Credit payment at the Card Centre situated at company's registered offices. The amount of the transaction requested by the Cardholder shall be billed subject to Clause 4 and in accordance with the credit terms and conditions agreed between the Company and the Cardholder.

- 5.2 Late Payment

Any amount not paid by due date mentioned on the bill shall automatically attract with no need for formal notice a penalty for each day delayed computed on the basis of a monthly rate of 2% of the amount of the unpaid bill.

- 5.3 In case of partial payment or non-payment the company shall have the right without prior notice to claim immediate payment of all the amounts even those not yet due that may be payable to it and to subject the performance of a new supply to such payment. In default of payment or partial payment of one or more bills the company shall automatically terminate this contract, with no advance notice.

6.0 Term of the Contract

- 6.1 This contract is entered into for a specific term of Two (2) years commencing on day of 20..... and shall, unless expressly stated by the parties hereto, be tacitly renewed where neither party cancels it. It shall become effective as of the date of delivery of the cards to the Cardholder. Each party shall have the right to cancel this contract at any time, subject to notifying the other party by written notice at least seven (7) days before the effective date of the cancellation. However, such cancellation shall be without prejudice to the rights and privileges of the parties, that accrued before the cancellation of the Card.

Since the Card(s) shall remain the property of the Company, the termination of this contract for any reason whatsoever shall automatically require that the Cardholder return them to the company and bar him from using them.

If, upon expiry of the contract, the Cardholder continues or tries to make use of the cards, he shall be subject to criminal proceedings and to the payment of all ensuing costs and damages.

6.1.1 Any Notice required to be served upon the Cardholder or a Guarantor (if any) shall be sufficiently served in the case of the Cardholder if left at the Premises or in the case of either of them if sent by registered post addressed to or delivered to his last known address in the Republic of Kenya or in the case of a limited liability company to its registered office.

6.1.2 The Cardholder shall serve any Notice on the Company by delivering it or causing it to be delivered to the Company's registered office.

6.2 In any case where the Cardholder or a Guarantor (if any) consists of two or more persons all the above obligations on the part of Cardholder or the Guarantor (as the case may be) shall be read and construed as joint and several obligations.

7.0 Obligations and Liability of the Cardholder

All the cards shall be entrusted to the Cardholder personally. Consequently, his public liability shall be involved even if the cards are used by third parties.

The Cardholder shall also be liable vis-à-vis the company for the payment of any transactions made by means of his cards, even in the event of uses that do not conform to this contract.

The Cardholder shall have the obligation to inform the Company in writing of any change of particulars (address, telephone numbers, fax) the Limits of the number of daily transactions authorized, the daily and monthly amount of the transactions, taking into account the payment deadline agreed to, as contained in the K-Card Agreement.

8.0 Loss or theft of the card(s)

8.1 The Cardholder shall bear all the legal responsibility in case of unauthorized card usage.

8.2 The cardholder shall be obliged to adhere to the safety measures during the usage (the card should be signed or the PIN code should be kept in secret separately from the card).

8.3 The cardholder shall be obliged to immediately report lost or stolen card to the company at the given report line during the business hours of the Company or by fax or electronic subject to a written confirmation by the Cardholder within the next Forty Eight (48) business hours. However, the Cardholder shall remain liable during the 48 business hours following the notice for any transaction made by means of the lost or stolen card(s).

8.4 If lost/stolen Card is found the Cardholder shall not use it without making a request to that effect in writing and securing the approval of the company.

9.0 Cancellation of the cards

Should the Cardholder breach its contract obligation, the company may put an immediate stop to the use of the card(s) held by the Cardholder.

A Cardholder may ask in writing for the cancellation of one or more cards, which he must then surrender to the company. The Cardholder will remain liable for charges (including fees) made up to the date of termination.

The Company may cancel and/or refuse to renew one or more cards held by the Cardholder. Such a decision, which must be notified to the Cardholder shall take into account (without limitation) any significant modification of the Cardholder financial position, the absence or inadequacy of the security deposit and/or the bank guarantee, unpaid installments, abnormal removals, supplies in excess of the maximum amounts authorized, etc.

10 Revision of the General Terms and Conditions

The company may modify or supplement the terms of this contract in writing at any time. Any use of the Card for products and Services or any written acceptance by the Cardholder after receiving said written document should mean that the Cardholder accepts the new clauses of the contract.

11. Force majeure

Any act that is likened to a force majeure shall exempt the parties hereto from liability. For the purposes of this agreement, force majeure shall mean any circumstances which are beyond the reasonable control of the party claiming an event of force majeure, including but not limited to war (whether declared or not), revolution, evasion, insurrection, riot, civil commotion, mob violence, sabotage, explosion, blockage, embargo, boycott casualties and disasters, the exercise of flight, fire, drought, wind, lightning or other adverse weather conditions, epidemic, quarantine, accident breakdown of machinery or facilities, plant shutdown, strike, lockout or labour dispute, acts or restraints or government imposition, other laws, regulations or orders, including but without limiting the generality of the foregoing laws regulations or embargoes on imports or exports.

12. Privity and applicable law

The card may not be used by the Cardholder in contravention of any Rule of Law in force, or to aid and abet the commission of any such contravention.

The card may only be used within the Republic of Kenya

This Agreement and all matters arising out of the issue or use of the card are subject to the Laws of the Republic of Kenya.

I/We(Applicants) hereby apply forand request that card(s) be issued (and new or renewal card(s) from time to time) for the Motor Vehicle(s) described on the list provided to KenolKobil Ltd by me/us.

The Applicant(s) warrant that the information given above is correct and authorize KenolKobil Ltd to contact my/our bankers and any other party that they may deem fit to obtain information required regarding the Applicant's credit worthiness.

The Applicant(s) understand that KenolKobil Ltd has the right to decline this application (or to refuse to issue a card for any vehicle indicated by us) without giving any reason or entering into any correspondence.

The Applicant(s) confirm having read and understood (explained by their/its Advocates) the general terms and conditions and agree to be bound by the **K-Card** general conditions and by any subsequent amendments, and that the Applicant failure to comply with them will result in withdrawal of the credit facilities provided.

I/We understand that, in the event that I/we default on my/our credit payments, KenolKobil Ltd may list my/our name and transaction details with the Credit Reference Bureau Ltd and that all interest charges, legal expense and debt collection fees incurred as a result of recovering the outstanding amounts owed will be borne by:

1. Myself (Sole Proprietorship)
2. Directors (jointly and severally)
3. The Corporation (Parastatal)

I/We, the Directors/Owner(s) of the above named business/company hereby undertake and declare that I/we shall be personally/severally and jointly liable for all claims made by KenolKobil Ltd from my/our business/company in respect of the this Agreement that cannot be recovered directly from the business/company. We agree that KenolKobil Ltd may proceed against me/us and my/our asset to recover any amounts due under this facility (not applicable in respect to State owned corporation).

Signed for and on behalf of the Applicant in this Agreement.

1. _____
Name Signature

Position (Director/Partner/Authorized Representative Date:

2. _____
Name Signature

Position (Director/Partner/Authorized Representative Date:

Affix Company Seal or
Rubber Stamp of the Applicant

50 STATIONS ON FUEL CARD

NAIROBI REGION

1	KENOL HURLINGHAM	14	KOBIL NAIVASHA - CENTRAL
2	KENOL THIKA CHANIA- CENTRAL	15	KOBIL KITENGELA - CENTRAL
3	KENOL ATHI RIVER- CENTRAL	16	KOBIL SOUTH B
4	KENOL ENTERPRISE	17	KOBIL EMBAKASI
5	KENOL BELLEVUE	18	KOBIL BURUBURU (Joe Calf)
6	KENOL NYAYO STADIUM	19	KOBIL LANGATA ROAD
7	KENOL SOUTH C	20	KOBIL YAYA
8	KENOL BURUBURU	21	KOBIL RONGAI - CENTRAL
9	KENOL LANGATA	22	KOBIL KOINANGE
10	KENOL GIGIRI	23	KOBIL LUSAKA ROAD
11	KOBIL NGONG ROAD	24	KOBIL MURANGA ROAD
12	KENOL MACHAKOS -CENTRAL	25	KOBIL ENTERPRISE RD
13	KOBIL OJJO ROAD	26	KOBIL RING ROAD (COUSINS)

NAKURU REGION

1	KENOL NKU-ELD HIGHWAY	3	KOBIL KENYATTA AVE (NKU)
2	KOBIL ELDAMA RAVINE		

ELDORET REGION

1	KENOL ELDORET (MARUTI)	3	KOBIL UGANDA ROAD
2	KENOL KITALE		

KISUMU REGION

1	KENOL COMPLEX	3	KENOL KAMAS ROAD
2	KOBIL OTONGLO	4	KENOL KAKAMEGA

MT. KENYA REGION

1	KENOL EMBU	6	KENOL RURAGO
2	KENOL MERU	7	KENOL MURANGA
3	KENOL NANYUKI	8	KOBIL IMENTI
4	KOBIL KIMATHI WAY (Igecho)	9	KOBIL MERU
5	KOBIL EMBU STADIUM		

MOMBASA REGION

1	KENOL BAMBURI	4	KENOL JOMVU
2	KENOL CHANGAMWE	5	KOBIL CHANGAMWE
3	KENOL SEA ANGEL		