



Appendix to the Aral Card customer application

General Terms and Conditions

for the Aral Card with the Designation ROUTEX (AGB)

1. Contracting parties / application/general terms

- a) Aral Aktiengesellschaft, Wittener Straße 45 in 44789 Bochum, Germany (hereinafter termed "**Aral**"), and International Card Centre Limited, Chertsey Road, Sunbury on Thames, Middlesex TW16 7BP, United Kingdom (hereinafter termed "**ICC**", Aral and ICC, hereinafter termed "**Issuers**", both group companies of BP plc, London), have joined together with other mineral oil companies which operate filling stations to form the ROUTEX combine via the international BP Group. The aim of this combine is to enable the card customers of the affiliated companies the delivery of certain goods (e.g. fuels and lubricants, shop goods) and the receipt of certain services (e.g. tolls, HGV breakdown services), hereinafter in total termed "**services**", on presentation of a filling card in all parts of Europe in particular at the filling stations of the ROUTEX partners (Agip, BP, OMV, Statoil) and service stations as well as services provided by other partners within and outside of the ROUTEX combine (hereinafter in total termed "**contractual partners**", the individual service points, also termed "**acceptance points**"). To this end, Aral issues a filling card with the designation ROUTEX (hereinafter termed "**Aral Card**") which can be used to call up these deliveries and services.
- b) On transmission of his application for use of the Aral Card, the applicant (hereinafter termed "**card customer**") accepts the exclusive validity of these general terms and conditions. Deviating terms are only binding for the issuers in so far as these are recognised by the issuers in individual cases in writing.
- c) The contractual party for services supplied to Aral and BP filling stations within the context of this contract in the federal republic of Germany is Aral, wherever this is legally permissible and possible in accordance with the agreements between Aral and its contractual partners (e.g. in the agency business in the sale of fuels and lubricants). Insofar as the card customer makes use of services provided by the ROUTEX partners or a company of the BP Group abroad, ICC is the contractual party. Otherwise, the acceptance points provide the services (e.g. shop goods and vehicle washes) in their own name, on their own account, and according to their own conditions.
- d) On acceptance of the corresponding application, the issuers send the Aral Card to the address given in the application. On request by the card customer, the Aral Card can also be made person or vehicle specific. The Aral Card remains the property of the issuers. It is non-transferable and may only be used by the user(s) designated by the card customer (hereinafter termed "**card holders**") for the persons and vehicles stated.
- e) On sending the Aral Card, the issuers provide the card customer with a personal identification number for the respective Aral Card (hereinafter termed "**PIN**") per separate letter provided this is not a company PIN or personally requested PIN. When sending replacement or subsequent cards, no separate notification is sent.

2. Scope of services / prices

- a) The Aral Card entitles the card customer to make use of services at the acceptance points at home and abroad in accordance with the contractual agreement. An up-to-date list of these services can be found in the Internet under www.aral-business.de or requested from Aral. The respective card holder is deemed authorised and entitled by the card customer to make use of services within the service grades applied for and noted on the Aral Card as payment instructions. For vehicle-specific cards, however, only for the vehicle stated on the Aral Card. Services are provided exclusively at the prices valid on the day of sale at the respective acceptance point.
- b) There is no obligation to perform on the part of the issuers, their contractual partners or the individual acceptance points. In particular, no claims can be made in case of supply difficulties and/or a change in the network of the contractual partners. The issuers are entitled to change or supplement the scope of services provided under this contract including the additional services offered at any time in

accordance with § 315 of the Civil Code, without having to send separate written notification to the card customers in individual cases.

c) The issuers furthermore reserve the right to refuse a service or have a service refused by the contractual partners at any time without stating reasons, if this – individually or in connection with services already provided but not yet charged for – exceeds an agreed limit or scope which can be regularly reached by means of proper use of the Aral Card on the basis of these terms of business.

d) For the services provided by the issuers, where applicable they charge the card customer an appropriate fee in accordance with § 315 of the Civil Code as a service charge. The level of these charges is determined by the currently valid price lists which can be viewed in the Internet under www.aral-business.de or requested from Aral.

3. Aral Card Kundencenter

- a) The issuers offer the card customer online access to his analysis and/or account information where desired, and to administration of further data via a protected zone in the Internet, the Aral Card Kundencenter (hereinafter termed "**Kundencenter**"). In the Kundencenter, in addition to card management, various functions are available for the card customer. The functions of the card management which trigger a transaction by the card customer (e.g. ordering of Aral Cards, card cancellations and blocks, etc.) are additionally protected by an E-PIN. The user name needed for access to the Kundencenter and the password and the E-PIN needed to carry out Kundencenter based transactions are automatically generated and made available to the card customer by a PIN letter. In addition to free Kundencenter services, further services exist which are subject to charges and which can be made use of by means of a separate order.
- b) The use of the Kundencenter is based on the "Conditions of use for the Aral Card Kundencenter" to be found on the website www.aral-business.de. These conditions also form part of these general terms and conditions.
- c) On termination of the Aral Card contract, the right to use the Kundencenter ends at the same time.

4. Identification of the card holder when using the Aral Card

The card customer undertakes to present the card to the respective acceptance point without being asked, and before taking up the Aral Card services. The acceptance points and their staff are not further obligated to check the entitlement of the person presenting an Aral Card submitted if this person has, in particular, proved his identity by i) entering the correct PIN number, or ii) giving a signature which matches that on the reverse of the Aral Card, or iii) by presenting the registration document for the registration number printed on the front of the Aral Card. The services are deemed provided and acknowledged by the card holder in the name and on behalf of the card customer, also at the price stated, if at least one of the conditions listed under i) to iii) is fulfilled.

5. Duties of the card customer and the card holder to exercise care

The card customer and the card holder are to keep and use the Aral Card with great care in order to prevent loss and/or misuse. In particular the following applies:

- a) **Signature:** The card customer is to ensure that the person intended as the card holder signs the Aral Card straight away in the space provided. In case of vehicle-specific Aral Card, the signature section is to be completed with the registration number of the vehicle concerned.
- b) **Confidentiality of the PIN, the E-PIN and the password:** The card customer is to ensure that only the person intended as the card holder is informed of the PIN and the password. In particular, the PIN must not be written on the Aral Card or kept in any other way together with the Aral Card. The card customer is aware that anyone in possession of the Aral Card and the PIN or – with regard to use of the Kundencenter - E-PIN and the password, can make use of services of the contractual partner which are chargeable to the card customer (see

no. 4 sentence 2 lit. i). If a PIN is entered wrongly three times, use of a service is temporarily suspended for security reasons.

- c) Use of the card:** The card customer is to ensure that, when using the Aral Card, the card holder takes all necessary and reasonable precautions to prevent unauthorised persons from finding out the PIN.
- d) Card loss / theft / incorrect use / disclosure:** The card customer undertakes to inform the issuers immediately if the Aral Card is stolen, lost or otherwise mislaid, and to instigate the locking of the Aral Card. Notification is to be made via the Kundencenter. If this is not possible, notification is to be sent in writing by fax to: Aral Aktiengesellschaft, Aral Card Service, 44776 Bochum, Fax: +49 (0) 234 - 315 - 2774. The above obligations apply accordingly if there are grounds for suspecting improper use of the Aral Card or that unauthorised persons have found out the PIN, e.g. by means of spying. If the Aral Card is stolen or improperly used, the card customer is to report this immediately to the police, send a copy of the report to Aral and inform Aral on the progress of the proceedings. Improper use within the above sense also includes transactions using a forged Aral Card.
- e) Cancellation/ invalidation / rendering useless:** Aral Cards which are registered by card customers for cancellation, Aral Cards which were lost and refunded, or which are otherwise to be invalidated, are to be rendered useless by cutting through the magnetic strip and sent to the above address. Once registered for cancellation, they can no longer be used. If the cards are not sent back, no special locking applies. In this case, the issuers assume that the Aral Card rendered useless has been ultimately destroyed by the card customer. If the issuers are to issue a replacement Aral Card, the card customer is charged a fee in line with the currently valid price list.

6. Invoicing / direct debiting

- a) On the card holder signing the debit slip or entering the PIN, the card customer irrevocably authorises the issuers to collect their debts in their own name, in the name of their contractual partners or the acceptance point or to acquire the debt and to collect it in their own name and to invoice any service charges or costs thus occurring.
- b) For the settlement of charges levied in accordance with the law on the levying of charges for the use of certain roads in the area of the federal republic of Germany with heavy goods vehicles, or the same or similar types of charges in the rest of Europe (HGV roads and/ or HGV motorway toll, hereinafter termed "toll"), the card customer commissions the issuers to pay the charges owed to the operating authority in his name and for his account. The issuers are to acquire the operating authority's entitlement to advance payment and compensation of expenses from the card customer and charge this on to the card customer in the course of invoicing. The issuers accept no liability for culpable behaviour on the part of the operating authority, in particular for any errors in data transmission. Erroneous data transmission by the operating authority does not release the card customer from his payment obligations to issuers. The card customer authorises the issuers, to pass on data and information within the framework of the toll service to the operating company and other parties involved in the settlement of tolls, to receive and process data and information. With regard to the settlement of tolls, the issuers reserve the right to withdraw the pledge to settle the toll. This happens, in particular, when the card customer fails to fulfil his contractual duties.
- c) All amounts due will be invoiced to the card customer at the agreed intervals and are payable immediately. The card customer agrees with the issuers that direct debiting be applied and uses the Aral Card form provided for this purpose to instruct his bank to honour the debit notes submitted by the issuers on their due date. In respect of payment claims, offsetting or claiming rights of lien or retention are excluded, insofar as counter-claims are not expressly acknowledged or have not been legally established.
- d) The issuers' invoice is deemed accepted unless challenged in writing within 4 weeks of being issued; this, however, expressly does not release from the obligation to pay. The invoice is to be paid in Euros. Debits in any currency other than Euros are to be converted into Euros, plus a 1% currency conversion charge. Conversion is to be carried out on the date on which the transaction arrives in the clearing centre at the published London Financial Times Closing mid-point rate from the respective national currency into Euros insofar as the issuers do not adopt other currencies (e.g. US Dollars or Euros) as the transaction currencies at their own reasonable discretion in accordance with § 315 of the Civil Code. The issuers reserve the right

to make changes to the above procedure, should these be technically necessary.

7. Securities / reservation of ownership/exclusion

- a) The issuers are entitled to demand appropriate security from the card customer and/or payments on account. As the card customer chooses, or at Aral's reasonable discretion in accordance with § 315 of the Civil Code, either a joint and several guaranty from a domestic bank or a cash deposit determined by Aral is to be provided as security. This also applies in case of a change in the card customer's financial and/or legal relations, in particular in case of a change in the card customer's legal form or creditworthiness.
- b) The issuers reserve ownership of the goods delivered by them until full payment of the purchase price and the remaining debts arising from the business relationship is made. Insofar as goods are delivered in the name of contractual partners or directly by contractual partners, the reservation of ownership is in favour of the contractual partners. In case of non-payment of individual debts arising from this contract or should the card customer receive written notification of exclusions from delivery, all outstanding amounts become due and payable immediately.

8. Complaints / liability for defects

Deficiencies in the services provided which are recognisable on due examination (obvious defects), are to be reported immediately, at the latest, however, within twenty-four hours. Defects which are not obvious are to be reported within a week of discovery. Insofar as services are provided in the issuer's name (no. 1 c), the defect is to be reported to the issuers and the respective acceptance point informed at the same time. In case of services provided by the contractual partner or the respective acceptance point (no. 1 c) complaints are to be made exclusively at the acceptance point or directly to the respective contractual partner. The issuers are not liable for the services of the contractual partners and their acceptance points. Notices of defects do not constitute a right to retention and do not affect the obligation to pay invoiced amounts insofar as the defects are not undisputed or have not been legally determined against the respective issuer by the due date of the invoice.

9. Issuers' liability

The issuers are not liable – in particular in the case of goods and services delivered or provided in foreign countries – for the possibility of reclaiming or deducting VAT or similar tax. The issuers' liability is excluded, except in case of i) deliberate injury to life, bodily injury or health hazard, ii) deliberate violation of substantial contractual duties and iii) intent and gross negligence on the part of a legal representative or vicarious agent. In case of iii), also the liability for gross negligence on the part of a simple vicarious agent is excluded. Subject to the same conditions, the personal liability of the issuers' legal representatives, vicarious agents and staff towards the card customer is also excluded. Within the meaning of these conditions, the term "vicarious agent" covers the respective operators and staff of the respective acceptance points. Insofar as these are not managing staff of the respective acceptance points, these are simple vicarious agents. The extent of liability of the issuers, their contractual partners and acceptance points is limited to contract-typical damage.

10. Liability in case of improper or unauthorised use

In case of theft, loss, or otherwise mislaying, or in case of improper use of an Aral Card, the card customer is obliged to inform Aral immediately in accordance with 5 d). The issuers take on liability for all damages arising from unauthorised or improper use of the Aral Card occurring after expiry of a processing time of 24 hours after receipt of notification of Aral that a card is to be locked, unless culpable behaviour on the part of the card holder or customer has contributed to the occurrence of the damage. In this case, the loss reparation is determined according to the principles of contributory fault in accordance with § 254 of the Civil Code. In case of gross negligence or intent on the part of the card holder or card customer, damages are to be borne fully by the card customer. Gross negligence exists in particular in case of breach of the obligations specified in no. 5 by the card customer or the card holder. The rights of the issuers against any such person who uses the Aral Card without authorisation or improperly remain unaffected.

11. Notification requirements

The card customer is obliged to provide immediate written notification of any change in his financial and legal relations, in particular changes to the legal form of his company, his company address, bank account or the registration number of the vehicle specified on the Aral Card. Person-specific Aral Cards must be requested back, invalidated and returned to Aral immediately when a card holder's authorisation expires. The same applies to vehicle-specific Aral Cards when the vehicle is scrapped or sold.

12. Contractual term / termination

The Aral Card is valid within the term of this contract until the last day of the month of expiry printed on it. Replacement cards (subsequent cards) will be sent out without being requested, unless the card customer or issuer terminate the contractual relations in writing. The contract can be terminated in writing giving one month's notice to the end of the month. Termination for important reasons without observing the period of notice is permissible at any time. In particular, the following count as important reasons which entitle the issuers to terminate the contract: improper use, dishonoured direct debits, delay in payment, difficulties in payment (threatening insolvency), failure to furnish securities and gross violation of the card customer's obligations as determined by these terms and conditions. If the issuers terminate the contract, the Aral Card becomes invalid on termination of the agreement. On expiry of the contract, the card customer is obliged to return the cards issued immediately without being asked to the office designated by Aral. In case of extraordinary termination he is obliged to return all cards immediately. In case of extraordinary termination, the issuers are further entitled to block the respective cards directly. If the customer has furnished security, this will be released unrequested at the earliest two months after the cards are returned provided there are no items outstanding. In this case, cash security deposits will be transferred to the bank account in the issuers' records and guarantees will be returned to the issuing bank.

13. Blacklists

The issuers are entitled to use blacklists to notify the acceptance points of Aral Cards which are registered as "blocked" by the office designated by the issuers. The acceptance points are entitled to withdraw invalid or blocked cards. The issuers are only liable for any economic losses resulting from incorrect entries in the blacklists in case of gross negligence.

14. Prohibition of use

The card customer and the card holder are prohibited from continuing to use the Aral Card if (i) an application for insolvency proceedings has been made on the card customer's assets or if the card customer is obliged to apply for insolvency proceedings on his own assets; (ii) the card customer is obliged to issue a declaration in lieu of an oath on his financial circumstances; (iii) the contractual relations between the card customer and the issuers have been terminated; or (iv) the card customer becomes aware that he will not be able to meet the invoices when they become due. In these cases, the issuers are entitled to immediately block all of the card customer's Aral Cards.

15. Transfer of contract

The issuers are entitled to transfer rights and duties under this contract to a group company of the BP plc or to a third party. If the rights and duties are transferred to a third party, the card customer has the right to terminate the contract within a term of four weeks of written notification of the transfer of contract with effect as of the date of the transfer.

16. Data protection

- a) The card customer is hereby notified in accordance with § 33 para. 1 of the Federal Data Protection Act (BDSG) that the data generated within the framework of this agreement will be stored both at the individual acceptance points as well as by the issuers and the contractual partners, who participate in the ROUTEX combine.
- b) The issuers are entitled in accordance with § 29 para. 2 BDSG to obtain information from banks, credit agencies and financial information services. Independent of this, the credit agencies will also be informed of data due to behaviour which is in breach of the contract in accordance with the stipulations of the BDSG.

17. Amendments and supplements

The issuers will inform the card customers in writing of any amendments and supplements to these terms of business. The respectively valid terms are available to the card customer in the Internet under www.aral-business.de or can be requested from Aral. They are deemed to have been accepted by the card customer if the card customer does not send a written challenge to the address given in no. 5 d within four weeks of the written notification by the issuers of the amendments and supplements. In their notification of the amendments and supplements, the issuers are to refer to the acceptance effect described above.

18. Ineffectiveness

Should parts of these terms of business be or become legally invalid or unfeasible, the validity and feasibility of the remaining provisions are not affected by this. In the place of the invalid or unfeasible provision, a provision is deemed agreed which most closely represents the economic content of the invalid or unfeasible provision.

19. Place of performance and court of jurisdiction

The place of performance for the card customer's payments is Bochum. The exclusive court of jurisdiction, provided the customer is a merchant listed in the commercial register, is Bochum; otherwise the legally stipulated court of jurisdiction applies.

20. German law

The legal relationship between the issuers and the card customer is exclusively regulated by German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980, and with the exception of provisions which refer to the applicability of a law other than German law.

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