

PAYMENT INSTRUMENT CONTRACT FOR CORPORATE CUSTOMERS

PAYMENT INSTRUMENT TERMS OF USE (version 1/2016)

1. DEFINITIONS

In the present Contract Terms:

- "Customer" refers to a tradesman who has submitted a Payment Instrument Application to Neste for a Payment Instrument and whose Application has been approved by Neste.
- "Customer Service" refers to Neste Customer Service. For contact details and service hours, see the Neste website. The email address of Neste Customer Service is kortit@neste.com.
- "Neste Prepaid" refers to the Payment Instrument whereby the Customer must pay for the purchases made with which to Neste before the purchase transaction.
- "Unit" refers to the automatic remote identification unit which is installed in the Customer's vehicle and is provided by Neste for the Customer for use according to the Contract.
- "Truck+ Service" refers to cardless refueling made using the Unit and associated services.
- "Card" refers to the Neste Corporate Card granted by Neste for the Customer for use according to the Contract.
- "Charge Card" refers to a Payment Instrument whereby the Customer pays for purchases made with the Charge Card according to the terms of the Payment Instrument Contract within a specific time starting from the end of the invoicing period.
- "Instrument" refers to the Card, the Unit and the app used in the Mobile Payment Service, collectively and separately. With the Instrument, the Customer may pay Neste for the Product, or pay for other products or services to the salesperson in other purchasing locations specified by Neste.
- "Mobile Payment Service" refers to cardless refueling using a smartphone app produced by Neste and associated services.
- "Terms of Use" refer to these general contract terms, in the format in which they are at the time. The Payment Instrument's Usage Terms constitute a fixed part of the Payment Instrument Contract.
- "Payment Instrument Application" refers to Neste's standard-format application form or an electronic application and signature which the present Payment Instrument Usage Terms are attached to and which the Customer may use to apply for the Payment Instrument.
- "Payment Instrument Contract" refers to a contract signed between Neste and the Customer according to term 2 of the Usage Terms.
- "Neste Website" refers to the website of Neste which is located at www.neste.fi at the time when the Payment Instrument Usage Terms enter into force.
- "Neste Info" refers to the Neste information service. Its telephone number is +358 800 196 196 (24 hours).
- "Neste" refers to Neste Marketing Ltd (business ID: 1626490-8).
- "Party" or "Parties" refer to the Customer and Neste alone or both together.
- "Code" refers to the personal ID code sent by Neste to the Customer.
- "Product" refers to the product and/or service related to the product that is purchased from Neste by the Customer using the Instrument.
- "Politically influential person" refers to a politically powerful person as specified in the Finnish act on preventing and clearing money laundering and terrorist financing valid at the time.
- "Actual beneficiary" refers to the actual beneficiary as specified in the Finnish act on preventing and clearing money laundering and terrorist financing valid at the time.

2. CONCLUSION OF CONTRACT

- The Customer may apply for the Instrument by completing the Application and submitting it to Neste or a Neste representative. The Customer must carefully complete all sections of the Application and its appendices. By signing the Application, the Customer is committed to adhering to the applicable Terms of Use.
- The Customer consents to Neste obtaining the Customer's credit details at Neste's own expense.
- Neste reserves the right to reject the Application for any reason whatsoever. The Contract takes effect once Neste has sent the Instrument to the Customer.

3. DELIVERY OF THE INSTRUMENT

- Neste will deliver the Card and the Code to the Customer by mail as separate deliveries using the contact details specified by the Customer in their Application.
- If the Customer has applied for the Unit by submitting the Application and Neste has approved the Application, Neste will contact the Customer to agree the Unit installation time and location. The Customer shall cover the installation costs according to the Price List specified by Neste. The Customer may also install the Unit on their own, in which case the Customer is committed to abiding by Neste's instructions and to carefully performing the application. The Customer shall cover possible damage if the Customer installs the Unit incorrectly or in violation of the instructions.

4. RETAINING THE INSTRUMENT

- The Customer's obligation to take care of the Instrument and the Code begins once the Customer has received them. The Customer must carefully keep the Instrument and the Code separate from each other so that they are not available at the same time in an unsupervised car, for example. For reasons of security, the Customer must save the number sequence of the Card for further reference.

5. USE OF THE INSTRUMENT AND THE PREVENTION OF USE

- Neste does not guarantee uninterrupted availability or validity of the Instrument.
- The maximum monthly limit (EUR) specified by the Customer in the Application shall be used as the maximum limit for the Customer. Neste is entitled to not accept a transaction if the maximum usage limit is reached.
- As per its purchase limits, the Card is a valid means of payment in the Neste network in Finland and in separately mentioned places of purchase abroad. Within the purchase limitations, the Unit is accepted as a payment instrument at specified Neste stations in Finland. The maximum limits of use for one-off purchases and the network and pricing system principles are available at the Neste Website.
- Neste reserves the right to change the purchase limits and/or usage limits and/ or locations of use for Instruments or individual Customers. Neste shall have the exclusive right to change the applied/granted usage limit or change the Charge Card into a Neste Prepaid card or change a Neste Prepaid card into the Charge Card.
- When making a payment using the Card, the Customer accepts the purchases by signing the receipt or entering the Code. The receipt must be retained for further reference. When implementing a payment transaction using the Unit, the Customer accepts the purchase by inserting the nozzle of the gas pump in their vehicle's tank.
- Neste may refuse from accepting a transaction if the Neste Prepaid card does not have sufficient balance or if the Instrument's usage limit is exceeded.
- Neste reserves the right to prevent the use of the Instrument in the following cases:
 - The security of Instrument use cannot be guaranteed.
 - There is reason to believe that the Instrument is used without authorization or for a fraudulent purpose.
 - According to Neste's evaluation, there is an increased risk of the Customer not being able to meet his or her payment obligations.
- The Card is valid until the date stated on it. Neste reserves the right to change or limit the period of validity. If the Customer has not used the Card within ten (10) calendar months preceding the end of the validity period, Neste will not deliver a new Card to the Customer.
- Purchases made in Swedish krona are converted into euros according to the paper currency exchange rate provided for the purchase date by Nordea Bank Finland Plc. Purchases made in Russian rubles are converted into euros according to the accounting exchange rate provided by the Central Bank of Russia.

6. LIABILITY FOR PURCHASES MADE USING THE INSTRUMENT

- The Customer is only entitled to use the Instrument for their own purchases. The Customer is responsible for purchases made using the Instrument, also when the usage limit or the Neste Prepaid balance has been exceeded, regardless of the user.
- The Customer will also be liable for any purchases made with the Instrument after Neste Customer Service has received the report of loss if these purchases are made using the Code or with an Instrument which the Customer has not removed from use according to Section 16.1 of the Usage Terms. In cases other than those mentioned above, the Customer's liability concerning the unauthorized use of the Instrument shall expire when Neste Customer Service has received a report of loss and the details needed for specifying the Instrument.

7. LOSS OF THE INSTRUMENT

- If the Instrument is lost, the Customer must immediately notify Neste Info. The notification must contain the following information: the person making the notification, the company, telephone number during office hours, the information required for identifying the Instrument, such as the number of the Card, and whether the Code has been available together with the Card. Also, if the Unit is lost, the Customer must give the vehicle's license plate number. Neste will pay the applicable finder's fee to the finder of lost cards. The Customer will be charged the sum.

8. INSTRUMENT HANDOVER

- The Instrument shall not be handed over to a new owner upon a business handover, corporate acquisition or vehicle handover. However, should the Customer hand over the Instrument to a third party in violation of the term above, the Customer shall be liable for purchases made by the third party.
- If the Customer hands over the vehicle with the Unit installed, by selling the vehicle or stopping its use, for example, the Customer must notify Neste Customer Service of the matter and remove the Unit from the vehicle according to term 16.1 before handing over the vehicle. The Customer shall be liable for purchases made with the Unit until the Customer has submitted the aforementioned notification of the handover and the Unit has been removed from use.

9. CUSTOMER INFORMATION

- The Customer shall immediately notify Neste of any changes to the information given in the Corporate Card Application. If the Customer's business name or corporate form/business ID entered into the Trade Register changes, the Customer must submit a new Neste Instrument Application to the Neste Customer Service. The previous name and the customer number are entered into the "Additional information" section. The Customer must also old the Card in two and submit it to the Neste Customer Service, and remove the Unit as set out in term 16.1.
- The Customer is obligated to notify Neste of the Customer being subject to VAT.
- The Customer is obligated to immediately notify Neste if the Customer's VAT liability changes.
- The Customer is obligated to immediately notify Neste of any significant Customer ownership changes.
- Neste reserves the right to provide Customer information concerning the Contract within Neste Group. The provision of information is possible if the recipient is legally obligated to retain the confidentiality of the information as required by the applicable regulation, or enters into an agreement to retain confidentiality before receiving the information.
- The Customer's identification information and other personal information can be used to prevent, reveal and clear money laundering and terrorist financing, and to investigate money laundering, terrorist financing and criminal activities through which the assets or criminal benefits subject to money laundering or terrorist financing have been obtained.

10. FEES

- Neste will charge the Customer for the monthly account maintenance fee it has defined and compensation for the Truck+ service. This compensation may consist of a one-off charge or a fixed basic charge and a monthly fee as agreed between Neste and the Customer. In addition, for reporting and services performed upon the Customer's request, Neste is entitled to service-specifically charge the service fees set out in the applicable price list.
 - Neste will charge the Customer for the monthly account maintenance fee it has defined and compensation for the Mobile Payment Service.
 - A monthly account maintenance fee valid at the time will be charged from Neste Prepaid customers.
 - For more information about fees, please visit the Neste Website.
- ### 11. TERMS OF PAYMENT AND PENALTIES FOR DELAYED PAYMENTS
- Neste invoices payments made using an Instrument other than a Neste Prepaid card and other remunerations as per the Payment Instrument Contract once or twice a month according to the Neste policy. The 15th and last days of each month are the expiry dates of the invoicing periods.
 - The term of payment is 14 days from the expiry of the invoicing period. However, if the invoice date is the 15th, it will fall due on the last business day of the same month at the latest. Neste is entitled to change the invoicing period by notifying the Customer and the Driver at least one (1) month prior to the change date. Any complaints regarding an invoice shall be submitted within seven (7) days of the invoice date. Any complaints submitted after this deadline may be disregarded.
 - Neste Prepaid customers will receive a statement of realized purchases in accordance with Section 209e of the VAT Act at least once a month.
 - The Customer will pay for purchases made using a Neste Prepaid card before the purchase transaction. Balance top-ups are made at the Neste Website using personal banking identifiers. Neste is not obligated to return any pre payments made by the Customer during the contractual relationship.
 - The fees and product and/or service sales prices according to the Contract do not include VAT. The applicable VAT shall be added to them upon invoicing, in the same invoice with which the fees are charged. VAT shall be paid according to the payment terms agreed in the Contract.
 - Penalty interest of 16% per annum shall be paid for delayed payments, starting from the due date. Furthermore, the Customer is obligated to cover Neste's applicable payment reminder or debt collection costs. The euro is the invoicing currency.
 - Neste shall have the right to withhold expired receivables from the balance of Neste Prepaid cards until the Customer makes the payment.
 - The Customer is committed to paying all invoices based on the Contract in full, and the Customer does not have any right whatsoever to reduce or set off any payments based on counterclaims or complaints related to the Product or delivery.
 - Neste is entitled to demand acceptable collateral from the Customer. Furthermore, Neste has the right to charge the Customer for reasonable costs arising from processing of the collateral.

12. INVOICING

- Neste invoices purchases made using a Payment Instrument other than a Neste Prepaid card from the Customer using an online invoice. The Customer is responsible for processing the invoice and for paying it by the due date. This responsibility starts when Neste has delivered the invoice using the invoice forwarding details indicated by the Customer. Neste assumes no responsibility for data transfer between the Customer and its operator or for any losses caused by any problems in such data transfer. The Customer shall submit any changes to the forwarding details by email to Neste at the latest 14 days prior to their entry into force. Online invoicing becomes effective when the forwarding details have been entered in Neste's systems, however not before the Customer's operator has established the necessary routing. Neste reserves the right to spend a reasonable amount of time for processing the forwarding details. For more information about e-invoicing, see the Neste Website or contact the Customer Service.
- If the Customer wishes to receive a paper invoice or has not given Neste, via the bank, the information required for sending e-invoices, Neste shall send a paper invoice to the invoicing address provided by the Customer.

13. TERMS OF SALE FOR PRODUCTS PURCHASED USING THE INSTRUMENT

- When the Customer buys Products from the Neste network, the Neste price valid at the time is used as the sales price, unless otherwise agreed between Neste and the Customer in writing.
- Neste reserves the right to freely change the daily Product prices at its discretion.
- Neste guarantees that the quality of the Product delivered by the Neste network corresponds with the product data sheet or is better at the moment of delivery. Neste does not offer any other Product guarantee, neither explicit nor implicit, nor can it be held liable for the Product's fitness for a particular purpose nor for any purpose for which the Products or similar products are usually used.
- When the Customer uses the Instrument to purchase products or services outside the Neste network, Neste is not the vendor of the products or services and is not responsible for product quality or any other vendor obligations.

14. TERMINATION OF THE CONTRACT

- The Contract shall be effective until terminated by either Party. The Customer may terminate the Contract with immediate effect. Neste's termination period is one (1) month.
- Neste Prepaid customers have the right to receive the balance they have topped up on the card within reasonable time after the Contract has been terminated. Upon the end of the Contract, Neste shall have the right to deduct its receivables from any fees returned to the Customer.

15. CANCELLATION OF THE CONTRACT

- Neste may cancel the Payment Instrument Contract with immediate effect, if (i) the Customer has failed to pay the invoice by the due date; (ii) the Customer has committed a material breach of contract; (iii) the Customer has filed for or is required to file for bankruptcy, reorganization, liquidation, loan arrangement or similar, or if the Customer's ownership has changed to an essential extent, or if the Customer's financial standing is such that upon Neste's reasonable consideration, the Customer is not capable of meeting their contractual obligations, or (iv) the Customer (its actual beneficiary and/or a party holding at least 50% of the Customer) is or will be placed in a trading sanctions list, such as the sanctions list of Finland, the United Nations, the European Union and/or the United States (OFAC).

16. CONTRACT TERMINATION MEASURES

- The Customer shall cut the Card in two and return it to Customer Service and remove the Unit according to Neste instructions. The Customer shall perform these tasks immediately upon the termination of the Contract, or, when the Instrument is replaced, immediately once the Customer has received the new Instrument.
- Upon termination of the Contract, Neste has the right to demand the Customer pays its receivables and agreed interest even if the receivables have not fallen due.

17. LIABILITY OF NESTE IN CASES OF BREACH OF CONTRACT

- Neste cannot be held liable for any consequential damage caused by a breach of contract, such as lost profits, reduced or interrupted business, or damage to property other than the Products sold, unless the damage is due to negligence on the part of Neste.
- Unless stated to the contrary in imperative legal provisions, Neste cannot be held liable for any losses, damage to property, environmental damage, or bodily injury caused by disadvantages characteristic of the Product.
- The limitations of liability laid down in this Contract only apply to each of the Parties if (i) the Party has not caused the loss or injury intentionally or by gross negligence, (ii) the limitation of liability is possible according to law, and (iii) the Party has not caused the loss or injury by committing a punishable act.

18. TRANSFER OF THE CONTRACT

- The Customer is not entitled to transfer the Contract to a third party.
- However, Neste is entitled to transfer the Contract to a third party with all rights and obligations without discussing the transfer with the Customer assuming that the transfer will not weaken the Customer's position and that the third party has the operating permit that may be required.
- Neste is entitled to use a representative in taking the measures and meeting the obligations set out in the Contract.

19. CHANGES TO TERMS OF USE

- Neste reserves the right to change the Payment Instrument Usage Terms and the related fees at its own discretion providing that the changes will not essentially increase the Customer's obligations. Fees may, for example, be increased on the basis of increased service production costs.
- The change will take effect within one (1) month after a written notification has been sent to the Customer.
- If the Customer does not accept the change, the Customer has the right to terminate the contract, effective on the date the change enters into force, by submitting a notice to that effect to Neste prior to entry into force of the change.

20. OTHER PROVISIONS

- The safety data sheets and product data sheets for the products are available for printing at the Neste Website or, at the Customer's request, from Customer Service. The proprietary right and liability for risk of a Product shall be transferred from Neste to the Customer at the moment of refueling (for fuels) and the moment of purchase (for other products).
- The Customer accepts that Neste records all phone calls placed to the Customer Service. More information about recording customer calls, Products and services, prices, and extra fees applied by Neste is available at the Neste Website and from Neste Customer Service.

21. APPLICABLE LAW

- This agreement is governed by the laws of Finland.

22. PLACE OF JURISDICTION AND OTHER CONDITIONS

- Any disputes arising from the Contract shall be resolved in arbitration proceedings in compliance with the rules of the Arbitration Board of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland, and the proceedings shall be held in Finnish. There shall be one (1) arbitrator to be named by the Arbitration Board of the Finland Chamber of Commerce. However, if the interests in the dispute at hand exceed one (1) million euro, there shall be three (3) arbitrators, one (1) of them named by the plaintiff and one (1) by the defendant. The third arbitrator, who shall also be the chairperson of the arbitration proceedings, shall be named by the above-mentioned two (2) arbitrators together. If the arbitrators are unable to reach an agreement on the third arbitrator, the third arbitrator shall be named by the Arbitration Board of the Finland Chamber of Commerce.
- Regardless of term 22.1, a Party has the right to, at its own discretion, collect any overdue payments from the other Party through the District Court of Espoo.
- The following authorities supervise the payment services of Neste Marketing Ltd. compliant with the Payment Services Act:
Financial Supervisory Authority
Snellmaninkatu 6 and Mikonkatu 8
P.O. Box 103, FI-00101 Helsinki
Telephone: +358 10 831 51
www.finanssivalvonta.fi