


Adnoc Distribution Corporate Card Terms & Conditions			
Allied Services Division	Smart Card Department	Revision No. 2	No. 7.2.3-02RCWI

OBJECTIVE:

These terms and conditions shall govern the relationship between Abu Dhabi National Oil Company for Distribution herein referred to as **‘the Company’** and the party contracting with it to use the Rahal Card “herein referred to as the” **‘Accountholder’**”.

1-DEFINITIONS:-

1.1. **Agreement:** - means these Smart Card Terms and Conditions.

1.2. **Account:** shall mean Account the holder has with the Company operable through its branches in the UAE determined and accessible by the services.

1.3. **‘Customer Number’:** is the unique serial number allotted to an Accountholder upon enrollment as a new customer. The Accountholder shall have only one common Customer Number for his account or any multiple accounts it may in future apply.


1.3.1. **‘Account Number’** is the unique serial number allotted to each account opened with the Company. The Parent Customer i.e. the Accountholder who initially enrolls as the customer may apply for additional accounts which shall depend on the Company’s decision which shall be final in this regard and this is hereby agreed to be acceptable by the Accountholder. The Accountholder shall be assigned an account number for each account created.

1.3.2. The **‘Customer Number’** and **‘Account Number’** are confidential between the user and the Company. The user understands that if he divulges them to any third party he does so at his sole risk and responsibility.


1.4. **Rahal Card or the Smart Card:** - herein referred to as the card issued by the Company to the Accountholder for the purposes of availing the Services. Such card may at the discretion of the Company be customized in future to incorporate security features and enhance administrative convenience with additional specifications to ensure safer authorized use of the card. Accountholders shall regularly check the Company Website* to keep updated with the information.

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1.5. **Accountholder:** - shall mean any person who has entered into an agreement with the Company for available Services in respect of which the Company may act on the instructions of anyone or more of them.

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- 1.6. **PIN:** shall mean the personal identification number required to gain access to a terminal to give a Transaction Instructions.
- 1.7. **Services:** implies permissible Services available through company system as determined and notified by the company from time to time to enable such electronic transaction by the accountholder in relation to an existing account.
- 1.8. **Mileage:** means facility to record the Kilometers or the mileage at the time of transaction which is available upon request of the Accountholder. It shall be the duty and responsibility of the Accountholder to inform the service station attendant the kilometer reading at the time of the transaction.
- 1.9. **Credit Limit:** Daily/Weekly/Monthly/Open Limit available on the card as per Accountholder's written request to conduct transactions. In case of an open card limit, the monthly limit is calculated to be AED 5000.00 unless the transaction for a particular month goes higher in which case the monthly limit shall be calculated based on the higher value. The card limits shall not rollover to the next month and shall be updated as per the Cards Daily/Weekly/ Monthly limit.
- 1.10. **The balance of the card:** The credit balance available in the card to conduct transaction.
- 1.11. **Card transaction:** The amount deducted from the credit balance of the card mobilization on any permitted services.
- 1.12. **Charge or Fee** means amount payable by the user arising from the Issue, Use, Modification, Replacement, Release of Blocked Card and any other additional services as identified by the Company and updated on its Website* felt necessary by the Company from time to time. The charges/fees shall be applicable and effective two weeks after announcement in the Website*.
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- 1.13. **Hotlist Card:** implies cancellation of card without such cards being presented to the Company with such written request by the Accountholder or incases where the Accountholder violates the terms and conditions of the Agreement or for under any such circumstances where deemed fit and necessary by the Company.
- 1.14. **Self Service Terminal** 'means a terminal or device that is self operated reading , capturing and transmitting card information in an unattended environment and providing the user of the Card with the product and/or service requested.

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1.15. **‘Terminal’** shall mean, point of Sale terminal, Self Service Terminal approved by the Company through which Card Transactions may be performed.

1.16. **Invoice:** means the monthly bill generated for the transactions of the previous month and available through Company Website* or sent through mail.

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1.17. **Payment Due:** means the date by which the invoice amount is payable to the Company. Any payments done after the payment due date shall be considered late and their account shall be liable to be blocked and charges shall apply for subsequent release of the account on payment.

1.18. The term **‘Person’** means an Individual or any other Legal Entity and reference to Person shall include any Individual Firm, Corporation, Company, Partnership, Association or Body Of Individuals whether incorporated or not ,or any other Corporation constituted as a Body Corporate .

1.19. **‘You’** –means an Accountholder who accepts and enters into these terms & conditions. **‘Your’** shall have a corresponding meaning.

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2. **Acceptance of the Terms.**

Please read these Terms and Conditions carefully as they shall govern the use of your card and set out the Agreement between the Accountholder and the Company. The Accountholder shall be deemed to have accepted the Card and the terms of this Agreement on obtaining and/or use of the Card(s).

3. **Agreement-**

By obtaining or using the Card, or permitting anyone else to use the card, you agree with this Agreement. You shall be liable for all card Transactions executed with the use of your card, irrespective of whether or not you have authorized such transaction(s) or been aware of them .The Company may from time to time adopt new or amend provisions felt necessary which shall be effective after notice has been mailed to you at the last address provided by you or e-mail address on your records or on being posted on our Website* or as deemed necessary by the Company.

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4. OPENING A NEW ACCOUNT OR AN ADDITIONAL ACCOUNT OR ADDITIONAL SERVICES FOR EXISTING ACCOUNT.

- 4.1. For a new account or an additional account a monthly purchase of 45,000 liters and above quantity of fuel products is required.
- 4.2. If the monthly consumption falls below 45,000 liters for 3 months in a calendar year, then the Company shall have the right to terminate the account and/or apply fees on the accountholder.
- 4.3. To apply for additional cards, additional services on new or existing cards, Replacement card for Damaged or Lost /Stolen Card the account holder shall always maintain or increase security deposit.
- 4.4. To apply for an additional account, the Account holder shall initially request in writing along with delegating authority for submitting any requests for any future services.
- 4.5. In event of any change in the legal status or entity of an account, the parent accountholder shall ensure and also be responsible for submission of all requisite information together with the necessary documents to effectuate such change on records.
- 4.6. The Company may ask for any documents to its satisfaction felt necessary in any context at anytime and reserves the right to deny benefit of the Card or/and Account without assigning any reason.

5. THE CARD.

- 5.1. On Accountholder’s request a card may be issued at the sole discretion of the Company to enable the Accountholder effect Card transactions at any terminals permitted by the Company. The submission of the documents does not guarantee the issuance of the card or any its services.
- 5.2. The Company may from time to time in its discretion and without prior notice change the available benefits and scope of the services provided by the Company in relation to the card. Accountholders shall visit the Company Website* regularly to keep updated with requisite information’s.


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- 5.3. The Card is non transferable and may be used only by the Accountholder or by its duly authorized employees and/or agents. The card holder shall not pledge the card as security for any purpose whatsoever.
- 5.4. The card is issued entirely at the risk of the Accountholder and the Company shall bear no liability whatsoever for any loss or damage arising from the issue, use or the inability to use the card, howsoever caused.
- 5.5. The quantities, for which the Card is issued may be reduced or increased at any time felt necessary at the entire discretion of the Company. The Accountholder accepts the Company's record of transactions as conclusive and binding for all purposes.
- 5.6. The Accountholder shall promptly notify the Company in writing of any changes effected in his address or any other changes on information on mode of communication provided to the Company in connection with his application of the Card and the Account.
- 5.7. The Company shall not be liable to the Accountholder or any third party for any failure in performing the Company's obligations or providing any service including the card is not honored or accepted or if the Accountholder or any third party incurs any loss or injury including by reason of any mechanical or other malfunction in connection with any computer, telecommunications and technical or non technical failure.

6. USE OF THE CARD

- 6.1. The Accountholder(s) shall abide by the terms and conditions of this agreement and be liable for all charges incurred in connection with the use of the card. The Accountholder accepts full responsibility for all Card transactions made by the use of his Card, whether or not made with his knowledge or his authority, notwithstanding the termination of this agreement.
- 6.2. The Accountholder shall exercise all due care and attention to prevent the loss of and/or use of his Card and/or PIN by any third party. At no time and under no circumstances shall the Accountholder disclose his PIN to anyone. The Accountholder shall be solely responsible for any use/misuse of the Card and shall not be released from any obligations from any transactions in respect thereof or relating to, in connection with or arising out of the present agreement.
- 6.3. The Accountholder shall keep the purchase receipt on each visit to the Company service stations to determine the remaining balance in the card. The other copy, to be signed by the


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Accountholder, shall be left with the Company. The signed copy of receipt shall not be conclusive evidence to ascertain or to authenticate a transaction.

- 6.4. In event of any Damage/Loss/ Release of Blocked Card /Modification of the Card by the Accountholder, the Company reserves the right to levy a fee for reactivation of any such service. For any changes sought by the Accountholder in respect of his Lost /Stolen/Blocked/Modification/Damaged card the Accountholder shall have to visit the Company's Premises with a written request along with his card where available, for effecting such a change. On determination by the Company that a card suffers manufacturing defect, a replacement card shall be provided at no extra charge, provided the subject card has not been used.
- 6.5. In event of request from the Accountholder for any modification the replacement card shall be issued with full limit available in the same month or as determined by the Company.
- 6.6. The Accountholder shall register and use only one card for each vehicle he registers with such account and for which the card is assigned. If more than one card exists for same vehicle then all previous cards or any card shall be blocked by the Company. The Accountholder shall promptly notify the Company of any change of registered vehicle number(s) and visit the Company Premises along with the card and request to effect such change. Copy of registration should be provided along with request if the request involves vehicle to be registered.
- 6.7. The Accountholder consents to the use or disclosure to any third party by the Company of any information relating to his account with the Company or his personal or corporate details for marketing, administrative, account collection or credit check purposes.
- 6.8. The Card may be used until their expiry dates and thereafter the Card shall be automatically renewed from the Company service stations or Company Premises and the annual fees shall be billed in the monthly invoice. Cards cancelled after the renewal date shall be still charged with the annual fee.

6.9. Delay or Refusal to Act on Instructions and non availability of Services.

- a) The Accountholders shall be responsible and ensure to maintain sufficient balance in the card prior to effecting any transaction. In cases where the use of the card exceeds the available balance the Accountholder shall be liable for the immediate payment of the full sum of the transaction in cash.

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- b) Due to events which may not permit the transaction to be done online or if a station is offline, Debit Notes could be issued, Offline transaction could be conducted at the sole discretion of the Company. The Account holder may not hold the Company liable for these transactions or misuse of card by going above the limit allowed and shall pay for these transactions without disputing as and when it gets billed in their invoices. If the Account holder disagrees to this then he shall have an option to pay for the transaction in cash.
- c) The Company reserves the right to refuse any service against a Card without any reason or prior notice to the Account holder if it knows of/or suspects a breach of security or fraudulent use/misuse of the card etc. In such cases the Company also reserves the right to block, terminate the services of the card.
- d) The Company may at any time, without any prior notice, and without giving any reason refuse to act on an instruction, and withdraw, or suspend the Account holders right to use the Card or impose limits on all or some categories of transactions carried out with the card. The Company shall not be liable for any loss arising from any delay on its part on acting upon or carrying out on any instructions.

7. FEES AND CHARGES

- 7.1. The Card Facility is subject to the Company's schedule of fees and charges as published from time to time. Details for these fees and charges are available on the Company Website* and are also available upon request. A schedule of the fees and charges is displayed at Company's main Premises wherefrom copies may also be obtained.
- 7.2. The Company shall be entitled at its sole discretion to vary the rate or method of calculation of the fees/charges additional fees for services.
- 7.3. All fees and charges levied on the Account Holder shall be billed in the monthly Invoice(s).
- 7.4. Any changes in fees shall be effective two weeks from official announcement date on the website*.
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8. INVOICES / PAYMENTS/BLOCK AND RELEASE OF ACCOUNT

- 8.1. Invoice(s) for each account generated in the first week of every month shall be sent to customers by mail, and are available **on the Company Website***
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8.2. Transaction listing for each invoice month, Debit Note, Credit Note shall only be available **in the Company Website* only** and may be accessed through personalized login username and password created by the Company and issued to the accountholder on his written request.

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8.3. Additional Invoices, Transaction listing, Additional Reports shall be available from the Company Premises upon a written request and payment of applicable fees.

8.4. Invoices shall be due within 30 days from the Invoice date .If payment is not received within the due date the account shall be blocked automatically notwithstanding whether the Accountholder receives the original invoices or not. The Accountholder must keep updated on status of invoices from the Company Website*.

8.5. While making the Cheque(s),Cash payment at any of the Company Premises or Cheque (s),Cash payment, Bank Transfers through the bank designated by the Company the following shall have to be strictly observed and adhered :-

a) The Accountholder shall submit the original or copy of Deposit slip as provided in the invoices effected through Company Website* or by mail. .

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b) The beneficiary for Cheque payment shall be ‘**Adnoc Distribution**’.

c) The Cheque shall be current dated. Post Dated Cheques shall not be accepted. The Accountholder shall be solely responsible for ensuring that no Post Dated Cheque’s are provided to the Company, and shall be responsible and liable for payment of associated charges incurred or suffered by the Company as a result of the above act. On discovering or return of a Post Dated Cheque the subject Account shall be blocked and may at the sole discretion of the Company be released only subsequent to clearance of due payments. In any such case mentioned above the Accountholder shall be subjected to any penal charges and/or action as the Company may deem fit and necessary under the circumstances.

d) The details of the Bank Account to effect payments are mentioned in the invoice(s) and all payments through Bank by whatsoever method shall be made to that Bank Account.

e) The Company or the Company Designated Bank shall have the right to refuse any payment on non compliance of any preceding requirements by the Accountholder.

8.6. Only payments related to the Card Account or Card Account Invoice(s) shall be made through this Bank Account. Any other payment shall be considered as additions to Card

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Security Deposit or may be deducted for future Card Account invoices upon receiving a written request from the Accountholder each time after generation of Invoice.

8.7. If any payment has been accepted by the designated Bank, without the original or copy of Deposit slip from the invoice received by mail, directly or from the Company Website*, or if the details mentioned by designated bank in the Company Bank statement are not appropriate or illegible, the Company shall not credit the payment. The Account holder shall verify and confirm the payments through the Company Website* or contact the Company and in any case of payment not credited by the Company on their account shall after receiving confirmation from the Company on account of the above contact the bank to effect the needful .

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8.8. If the payment has been made through the designated Bank, the Company shall not credit the payment to the Accountholder’s Card account if it does not appear in the Company Bank statement. The accountholder shall be responsible for all charges associated with blocking of their account if the payment is not credited in the Company Bank statement within the due date. It could take a few days after making the payment to be credited by the Bank. The Accountholder shall have to contact the Bank for update of the payments in the Company Bank Statement.


8.9. If the payment is effected through the designated Bank, the Company shall not be liable to the Accountholder for any Lost/Misplaced/Damaged Cheque’s etc on account of the bank’s fault and the same shall not be credited to the Accountholder’s Account.

8.10. In cases where transactions for a particular month appear in a later statement, or Debit Note, or the card limit exceeded due to online or offline transaction, technical or communication errors or for any other reason, the invoiced amount shall be paid in full invariably without any claims or counter claims. Accountholder consent for the transaction either through the routine way or by accepting the Debit Note, Offline Transaction instead of paying cash is earlier stated in clause 6.9 b).

8.11. The invoice amount shall have to be paid in full even if the accountholder has been issued a Credit Note from the Company or its service stations. The Credit Note shall be adjusted accordingly by the Company.

8.12. Transactions or any invoice amounts that appear after termination/closure of an account shall be paid by the Accountholder without any dispute of whatsoever nature irrespective of its period of being invoiced.

8.13. The disputed cases shall have to be reported to the Company in writing within 30 days from the invoice date for review of the case. Failure to report any disputed cases in writing

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within the stipulated 30 days from the date of Invoice shall be deemed to be considered as the acceptance of the amount by the Accountholder. The Accountholder shall have to pay all dues within the due date even if there are disputes in order to keep their services active till such disputes are conclusively settled.

- 8.14. The Accountholder agrees to be held responsible and liable for conducting a transaction from any terminals which is not approved and officially notified by the Company. Further all outstanding amounts resulting from any such transaction shall become immediately due and payable by the Accountholder without any dispute of whatsoever nature irrespective of its period of being invoiced.
- 8.15. The Accountholder undertakes and hereby agrees that all outstanding amounts, including but not limited to those governed by his securities shall become immediately due and payable by him on being invoiced by the Company irrespective of the status of his account.
- 8.16. Any account blocked due to non payment may on the sole discretion of the Company be released only subsequent to the receipt of the payment due. In any such case of non payment the Accountholder shall be subjected to any penal charges or action as the Company may deem fit and necessary under the circumstances.
- 8.17. To receive a Defaulted/Bounced/Returned Cheque which has been returned to the Company by the Bank, the Accountholder shall have to return the original receipt received from the Company in case the payment has been made through the Company along with a written request or only written request in case payment was made through Bank directly by the Accountholder.
- 8.18. A penalty charge shall apply for Defaulted/Bounced/Returned Cheque, late payment, release of blocked account or for any reason whatsoever.


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9. Requests

- 9.1. All requests made to the Company shall be on the Company letter head by the authorized signatories or persons duly authorized by them in this regard.

10. LOSS/THEFT/MISUSE OF THE OF CARD AND /OR PIN

- 10.1. The Accountholder shall immediately report and notify to the Company of any loss/theft/misuse of his card for blocking his card or if the pin is lost/forgotten/disclosed to any other party and to confirm as soon as possible to the Company to block his card. The


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Accountholder shall be primarily responsible for the security of the card and for all transactions arising from its use/misuse upto the time of Company's actual receipt of such notice from the Accountholder in this regard. Upto such time that the Accountholder notifies the Company, any and all charges incurred or suffered from the use/misuse of the Card shall be on Accountholder's account, and as such the Accountholder shall not be released of his obligations in respect thereof.

- 10.2. On receiving a written request the Company may at its absolute discretion decide to release a blocked card.
- 10.3. The Company upon receiving a written request may at its absolute discretion issue a replacement card for any lost or stolen card or issue a new PIN on receiving a written request along with the card on prevailing Terms and Conditions or such conditions the Company may deem fit and necessary under the circumstances.

11. TERMINATION AND CLOSURE OF CARD (S) /ACCOUNT

- 11.1. To cancel any services of card(s) without closure of Account the card must be returned along with a written request stating the reason .If the card(s) has been lost/Stolen and future services are not required for that card then a written request to hotlist card shall be submitted by the Accountholder. The Card shall be cancelled only upon the Company's actual receipt of all relevant Card(s) or on request to Hotlist cards attached with original documents in order to cancel the relevant Card(s).Fees shall apply for Hotlist of Card(s).
- 11.2. In the event of Accountholder no longer requiring the facility or services of the account i.e. the account is to be terminated , then the following conditions shall be strictly observed:-
- a. All Requirements as stated in 11.1 must be initially fulfilled with a written request from the Parent Accountholder and mentioning reason of closure of Card Account along with return of all Card(s) or Hotlist of Card(s) as stated in 11.1.
 - b. Written Request to return the Bank Gurantee/Security Deposit.
 - c. Payment and clearance of all existing dues.
 - d. Payment of any invoices discovered and generated at a future date involving any transactions, fees etc. other than those as in 11.2.c. for the period prior to the accountholder's cancellation, Hotlist of card(s) and associated fees as applicable.
 - e. Letter from authorized signatory to authorize /nominate agent/employee to collect the Cheque in the establishment name in case where security other than Bank Gurantee has been made to the Company.
- 11.3. On fulfillment of all requirements stipulated in 11.2, the request for return of Bank Gurantee/ Security Deposit shall be processed and may take a minimum of 14 working days. Bank Gurantee shall be returned directly to the Bank.

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11.4. Any transactional or invoice amount, applicable fees etc. identified by the Company after the termination/closure of the account at a later period shall be final and conclusive and become immediately payable by the Accountholder without any claims or counter claims.

11.5. The Company reserves the right to terminate this Agreement or any of the Services that are described herein by giving written notice. The Agreement may also be terminated by the Company immediately without notice in case of the following events-

- i. Non-payment of Fees/Charges.
- ii. Bankruptcy, dissolution, liquidation and/or any other action or legal proceedings against the Accountholder.
- iii. Unreported changes in Ownership, nature or place of the business of the Account Holder.
- iv. Non use of the Card by the Accountholder for an inordinate time as deemed by the Company.
- v. Violation of any terms or conditions of the Agreement.

Upon any termination/cancellation of the Card, the Account Holder shall immediately cease the use of the Card and return the same forthwith to the Company. Also, all outstanding dues shall become immediately due and payable and the Accountholder shall also be liable to pay all applicable charges.


Termination shall not affect any of our rights or your obligations arising under this Agreement prior to termination.

12. FORCE MAJEURE.

The Company shall not be liable in the event that it is unable to fulfill its liabilities arising from these terms and conditions, caused directly or indirectly by a failure of an appliance or a communication system, defect or damaging of the card, industrial disputes, acts of war, circumstances of force majeure or for any other circumstances beyond its control.

13. EXCLUSION OF LIABILITY

13.1. The Company shall not be liable of any damage, loss whatsoever, caused to or suffered by the Accountholder that occurs to users or others resulting (a)from the misuse of the Card system,(b)the malfunction of any terminal or disruption of communication systems(c)the enforcements of Company’s rights as herein provided (d)any injury to the credit character and reputation of the Accountholder in and about the repossession of the card (e) any misstatement ,misrepresentation , error or omission in any details disclosed by the Company(f)any transactions that may be the result of a fraudulent act (g) any dispute between the Accountholder or third party between the Company .

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13.2. The Card user shall indemnify the Company against all actions, claims, costs, damages and expenses, whether legal or otherwise which the Company may suffer or sustain as result of (a) any actions, omissions or breach by the user (b) the enforcements of Company’s rights as herein provided. All costs and expenses including attorney’s fees incurred by the Company in enforcing and seeking to enforce these terms and conditions or otherwise shall be paid by the Accountholder.

13.3. The Accountholder shall neither hold the Company responsible for the goods or services by any dealer nor the quality of goods and services supplied in connections with any Card transaction.

13.4. The Accountholder shall neither hold the Company responsible nor raise any claims against the Company if any person does not accept or refuses to accept the card for any reason.

13.5. Loss Or Damage Associated With Your Card Account: - Irrespective of any further provisions of these terms and conditions the Company shall not be responsible for any losses, damage, inadequacy, inconvenience, costs or expenses which you or another person may incur in connection with these terms and conditions. This also applies that any Accountholder’s action or accession to any communication required or instruction, detention of his card or request for its returning, non functionality or defect of an appliance or authorization system, transmission connection or, any card damage or inability to load data kept on a card, for whatever reason.

14. NOTICES

14.1. Unless evidenced to be notified otherwise by the Accountholder the address provided by the Account Holder to the Company shall be the address for any communication with the Accountholder.


15. WAIVER

15.1. No course of dealing nor any delay or omission in exercising any right or remedy shall be construed as waiver of any right or remedy by the Company.

16. VIOLATIONS OF TERMS AND CONDITIONS

16.1. Failure to abide by any of the terms and conditions shall result in immediate termination of this agreement, cancellation of the Accountholders account and the Accountholder shall further be liable for all costs and consequences arising thereof.

17. AMENDMENTS.

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17.1. The Company reserves the right to amend, modify, vary or supplement any Terms and Conditions or fees, as deemed necessary, by giving notice thereof to the Accountholder by any means which the Company deems fit and such amendment, modification, variation or supplement shall take effect between the Accountholder and the Company as from the date specified in such notice or in the absence thereof, as from the date of such notice. The Accountholder shall not be entitled under this agreement to assign rights and liabilities to any other party.

17.2. Retention of the card(s) or use of the account and all other products or Services of the Company through the account after the effective date of any such change of terms and conditions shall be deemed to constitute acceptance of such changes without reservation by the Accountholder.

18. Governing law

This Agreement and its terms and the transactions carried out there under are governed by the law in force in the United Arab Emirates, and the parties submit to the exclusive jurisdiction of the Abu Dhabi courts in respect of any dispute.