

The Bank will provide You with Acquiring Services to enable You to accept Payment Instruments from Your Customers to pay for goods and/or services. The Fleet Card Terms and Conditions form part of Your Merchant Agreement and must be read in conjunction with the remaining Terms and Conditions of Your Merchant Agreement. It contains important information about the rights and obligations relating to You and the Bank in respect of the Acquiring Services and Products delivered by the Bank. A copy of the Terms and Conditions is available on the FNB website, can be obtained from the Merchant Services National Call Centre or can be supplied to You by post and email at Your request. It is Your duty to speak to the Bank if You do not understand any part of the Terms and Conditions prior to entering into this Merchant Agreement.

BY USING THE BANK'S ACQUIRING SERVICES AND PRODUCTS THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 "EDC Terminal" means an Electronic Data Capture terminal on the forecourt of Your Premises and may include a Speedpoint® Device;
- 1.2 "Goods" means petroleum products (including petrol, diesel, gas, liquid petroleum gas, brake fluid, lubricating, transmission oils and/or similar related products) supplied to a Customer and available from the forecourt of Your Premises;
- 1.3 "POI Transaction" means Payment on Invoice, a Fleet Card Transaction where payment is made after presentation of the invoice by You to the Customer;
- 1.4 "Services" means any mechanical repairs or maintenance provided to a Customer's Vehicle (including the provision of parts i.e. car batteries and tyres and/or similar related products);
- 1.5 "Tag" means a device, electronic or otherwise, which may or may not be fitted to a Vehicle and which permits or facilitates a purchase without a Fleet Card;
- 1.6 "Vehicle" means any identified automobile, equipment or container (motorised or non-motorised) of the Customer, designed or adapted for propulsion or haulage on a road by means of fuel, gas or electricity, including a trailer, a caravan, agricultural implements or any other implement designed or adapted to be drawn by such automobile as well as any earthmoving and quarrying equipment.
- 1.7 "VIT" means Vehicle Identification Technology, a mechanism, electronic or otherwise which may or may not be fitted in a Vehicle and which permits or facilitates a Fleet Card Transaction (Card Transactions are excluded).

2. YOUR OBLIGATIONS

- 2.1. On presentation of a Fleet Card by a Customer, You will ensure that:
 - 2.1.1. the Fleet Card has the same Vehicle registration number and/or Vehicle description as the Vehicle in respect of which Goods and/or Services are supplied;
 - 2.1.2. the Transaction does not involve Fraud or collusion between You or Your Authorised Representatives and the Customer or the Customer's Authorised Representatives;
 - 2.1.3. the odometer reading of the Vehicle is recorded in respect of every Transaction;
 - 2.1.4. the amount reflected on the Receipt or invoice reflects the correct value of Goods supplied and/or Services rendered;
 - 2.1.5. no other purchases are billed under Goods and/or Services other than what is authorised for the specific Fleet Card;
 - 2.1.6. the Fleet Card is not used for purchases from forecourt shops;
 - 2.1.7. the Fleet Card is not processed twice in respect of any one and the same Transaction;
 - 2.1.8. where a Transaction limit and/or tank capacity exists, that such Transaction limit and/or tank capacity is not exceeded;
 - 2.1.9. Receipts and invoices are signed by and the name printed of the Customer or the Customer's Authorised Representative in Your presence and by signed by You immediately after it has been printed;
 - 2.1.10. copies of invoices relating to the Goods purchased or Services rendered shall be retained by the Merchant for no less than 5 (five) years from the date of the invoice;
 - 2.1.11. all Receipts (originals and copies) are legible and complete in all respects and contain all signatures;

- 2.1.12. any limit as specified on the Fleet Card is not exceeded;
- 2.1.13. the Transaction is processed via the online EDC Terminal designated for Fleet Card processing in all instances (unless it is a POI Transaction and the appropriate Authorisation is obtained);
- 2.1.14. You will not process Manual Transactions with the supervisor override function of the EDC Terminal, unless prior approval has been requested and granted from the Fleet Card customer service centre;
- 2.1.15. a copy of the Receipt is given to the Customer or their Authorised Representative;
- 2.1.16. You have sufficient stock of the correct requirements and specification available as may be required to render the Services and/or to supply the Goods that are subject to a Transaction;
- 2.1.17. petrol/diesel is dispensed only to the tank fitted to the Vehicle whose particulars are embossed onto the Fleet Card and not to any other Vehicle whatsoever.
- 2.2. The following obligations are imposed on You when Goods and Services are purchased using VIT, in that You shall:
 - 2.2.1. ensure that Goods and/or Services are supplied only to a Vehicle displaying an e-fuel sticker using VIT;
 - 2.2.2. ensure that the pump-dispensing nozzle is placed close enough to the Tag in order for the electronic verification to take place before dispensing fuel into the Vehicle's fuel tank;
 - 2.2.3. ensure that the Vehicle's fuel tank is only filled after verification has taken place; and
 - 2.2.4. ensure that only top-up oil may be purchased using VIT and that no lubrication oils or brake fluid may be purchased using VIT.
- 2.3. The following obligations are imposed on You when Services are rendered, in that You shall:
 - 2.3.1. ensure that repairs do not commence on a Vehicle prior to You obtaining an Authorisation number from the Bank and confirmed by the Fleet Customer Service Centre in Writing;
 - 2.3.2. record the name of the driver and the name of the person booking the Vehicle in for repairs;
 - 2.3.3. ensure that the value of the invoice or Receipt and the repairs effected correspond with those Authorised;
 - 2.3.4. ensure that the repairs are duly completed before issuing an invoice or Receipt; and
 - 2.3.5. ensure that the engine and chassis number appear on the invoice or Receipt.
- 2.4. The following obligations are imposed on You when there is a change of ownership or control in Your business, in that You shall:
 - 2.4.1. immediately notify the Bank in writing of any change in ownership or control in the business of the Merchant;
 - 2.4.2. once the notice referred to in the aforementioned clause has been duly delivered, finalise and complete, all outstanding work pertaining to Vehicles in respect of which valid Authorisation numbers have been received from the Bank will be completed and no additional work will be conducted. You will also not request any further Authorisation numbers from the Bank.

3. GENERAL REQUIREMENTS

- 3.1. A Receipt, invoice, or Transaction will be invalid if:
 - 3.1.1. the Receipt presented for payment has been altered and is not a true copy of the Receipt handed to the Customer;
 - 3.1.2. the sale price is more than the Authorised Transaction limit; and
 - 3.1.3. the Rules have not been adhered to and/or there has been a breach of a warranty or undertaking by You in relation to that Transaction.
- 3.2. You will hold the Bank harmless against any and all Losses resulting from any unauthorised use of a Fleet Card and/or any procedures not being followed by You and/or the Customer.
- 3.3. You must ensure that all agents, representatives and/or employees that process Fleet Card Transactions are properly trained in Fraud prevention and adhere to the Rules.

4. CONTACT NUMBERS

- 4.1. **FNB Fleet Cards**
 - 4.1.1. FNB Fleet Card Authorisations/Payment queries - 0861 102 090.
 - 4.1.2. FNB Fleet Card Invoice settlement - merchantsinvoices@fnb.co.za.