

**CIRCLE K LIETUVA UAB CONTRACT FOR THE SALE OF GOODS
Card Client Form**



Client No. _____

CLIENT

Company name <input type="text"/>		Company code <input type="text"/>
Correspondence address (street, building, apartment) <input type="text"/>		VAT payer's code (if the company is a VAT payer) <input type="text"/>
Post code <input type="text"/>	City <input type="text"/>	
Registration address (street, building, apartment) <input type="text"/>		Post code <input type="text"/>
		City <input type="text"/>

Persons authorised by the company for communication with Circle K on execution and administration of the Contract (max. 3)*

Name, Surname	Telephone	E-mail address(s)

* These persons may re-authorise other persons for communication on the service under the Contract and provide an updated list of authorised (re-authorised) persons by completing the Supplement to the Card Client Form.

Circle K self-service Card E-Services

Person authorised to log in to the self-service portal as administrator, administer other users and cards and keep track of the company's purchases:

Name, Surname <input type="text"/>	Telephone <input type="text"/>	E-mail address <input type="text"/>
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- I want to get access to the free Circle K self-service portal Card E-Services, where I can keep track of the company's purchases of the current month, check the balance, administer cards & download invoices. [For more information](#)
- I have read [the rules](#) of Circle K Card E-Services self-service portal.

Circle K card types	Specify the number (units) of cards you wish to order next to the chosen type						I would like the driver to specify the vehicle's mileage when purchasing fuel (Enter 'Yes')
	A	B	C	D	E	F	
Debit card							
Credit card							
Europe card							

Note: If you wish to order an additional entry on your card (employee's name, surname, vehicle's plate number, etc.), please complete [this table](#).

Circle K card types	A	B	C	D	E	F
	LT26	LT24	LT23	LT22	LT21	LT11
	NAT60	NAT61	NAT62	NAT63	NAT64	NAT65
	INT60	INT61	INT62	INT63	INT64	INT65
Diesel fuel, road tolls, AdBlue	♦	♦	♦	♦	♦	♦
Petrol, autogas (LPG)		♦	♦	♦	♦	♦
Oils & greases			♦	♦	♦	♦
Carwash				♦	♦	♦
Automotive goods, vacuum cleaner					♦	♦
Other						♦

CREDIT DETAILS

Desirable credit limit in euro**

EUR

**total credit limit for all cards

For purposes of credit assessment, please provide:

- Company's balance sheet
- Company's profit and loss account or tax return

I confirm that the information provided in this form is correct. I also confirm that I have read, agree and undertake to follow the General Terms and Conditions of Circle K Lietuva UAB Contract for the Sale of Goods and card use terms and conditions (for the sake of convenience, their valid version is enclosed to this form), which are available on www.circlek.lt.

Director or other authorised person acting on behalf of the company (position, name, surname, signature or e-mail) <input type="text"/>	Date <input type="text"/>
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You can also sign this form by an **electronic signature**.

L. S.

CIRCLE K LIETUVA UAB CONTRACT FOR THE SALE OF GOODS
GENERAL TERMS AND CONDITIONS
Valid as of 24/05/2018

1. Terms

- 1.1. For the purposes of this Contract, the capitalised terms shall have the meanings ascribed to them below, unless otherwise required by the context:
- 1.2. **Seller** – Circle K Lietuva UAB.
- 1.3. **Buyer** – a business client buying the Goods from the Seller by means of the Client Cards.
- 1.4. **General Terms and Conditions** - the present standard general terms and conditions of Circle K Lietuva UAB Contract for the Sale of Goods.
- 1.5. **Card Client Form** – a form completed by the Buyer and approved by the Seller on the basis of which the Client Cards are issued to the Buyer.
- 1.6. **Supplement to the Card Client Form** – a document by which the persons authorised by the Buyer specified in the Card Client Form re-authorise other persons for communication with the Seller on the service of the Buyer under the Contract and/or provide the updated list of authorised (re-authorised) persons.
- 1.7. **Client Cards** – Circle K debit cards, Circle K credit cards and/or Circle K Europe credit cards issued by the Seller to the Buyer.
- 1.8. **Credit Cards** – Circle K credit cards and/or Circle K Europe credit cards with the Credit Limit issued by the Seller to the Buyer.
- 1.9. **Credit Limit** – the maximum amount of the Buyer's debt to the Seller for which the Buyer may purchase the Goods at the fuel stations of the Seller and/or the Seller's partners using the Credit Card.
- 1.10. **Good or Goods** – products, goods and/or services specified by the Buyer in the Card Client Form and sold by the Seller to the Buyer.
- 1.11. **Party** – the Seller or the Buyer; **Parties** - the Seller and the Buyer collectively.
- 1.12. **Special Terms and Conditions** – Card Client Form and/or the supplement to the Card Client Form as well as other terms and conditions for the sale of the Goods to the Buyer additionally agreed upon between the Buyer and the Seller, which supplement/amend the General Terms and Conditions.
- 1.13. **Contract** – General Terms and Conditions and Special Terms and Conditions with all the annexes as well as agreements on amendment and supplement thereto signed by the Parties.
- 1.14. **Routex Organisation** – organisation administering Circle K Europe Card and the services provided with it.
- 1.15. In the event of contradiction or inconsistency between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail.

2. Goods

- 2.1. The Seller shall sell and the Buyer shall buy fuel and/or automotive products, and/or carwash services, and/or other services and goods by means of the Client Cards depending on the Client Card type selected in the Card Client Form.
- 2.2. The quality of the Goods shall in all cases be in conformity to the mandatory quality indicators set forth in legal acts.

3. Klientų kortelės

- 3.1. The Client Cards are the following: Circle K debit cards, Circle K credit cards, and/or Circle K Europe credit cards.
 - 3.1.1. The Buyer can pay for the Goods using the Circle K debit card upon depositing money into the account of the Circle K debit card in advance. Payments using the Circle K debit card are only possible in the sales points marked by the Seller's brand in Lithuania.
 - 3.1.2. The Buyer may pay for the Goods by means of the Circle K credit card and the Circle K Europe card by not exceeding the established Credit Limit. Payments using the Circle K credit card are only possible in the sales points marked by the Seller's brand in Lithuania. Payments using the Circle K Europe credit card can be made in the Seller's fuel stations located in Lithuania and the fuel stations of the Seller and the Seller's partners located abroad as well as for other services/goods provided by the Seller's partners. The list of fuel stations of the Seller and the Seller's partners located abroad where a payment using the Circle K Europe credit card is acceptable is available on www.circlek.lt.
- 3.2. The Buyer shall keep the Client Cards safe and prevent access to the Client Cards or the data thereof (including the Client Card number, expiry date, etc., and PIN (*Personal Identification Number*) code, etc.) by persons who are not entitled to use them and shall protect the cards against any mechanical damage, high temperature, and electromagnetic impact.
- 3.3. All Client Cards are protected by a unique PIN (*Personal Identification Number*) code. PIN code shall be given for each Client Card and sent to the Buyer to the address of correspondence specified by the Buyer. The Buyer shall memorise the PIN code of the Client Card received from the Seller, keep it in secret and not disclose it to any third parties, and destroy the PIN envelope; in the event of non-compliance with any of these requirements, the Buyer shall be deemed to have failed to protect the PIN code. The Buyer shall ensure that its employees and/or authorised persons entitled to use the Client Cards shall be made familiar with relevant terms and conditions hereof and meet the Buyer's obligations in respect of the protection of the Client Card data and assurance of the secrecy of PIN code in full. The Buyer shall assume a full material liability for any purchases by means of relevant Client Cards issued to the Buyer. Circle K Lietuva UAB shall not have an opportunity to check and it shall not check whether the Client Cards are used by the employees authorised by the Buyer and/or other authorised persons.
- 3.4. The Buyer shall have an opportunity to block the Client Card at any time. The Buyer shall immediately block the Client Card(s) on the Circle K self-service

portal or inform the Seller on the Client Cards which must be blocked (i.e. which have been lost, stolen or missing, as well as for other reasons, when a misuse of the Client Card (the data thereof) is suspected or the PIN code is suspected to be known to third parties, etc., even in the case when the Buyer is still in possession of the Client Card issued by the Seller). If the Buyer is not able to block the Client Cards on the Circle K self-service portal, the Buyer shall inform the Seller of the necessity to block the Client Card by dialling a 24-hour number 1877. After the Client Card has been blocked on the phone, the Buyer shall immediately but no later than on the following business day send a written confirmation on the blocking of the Client Card to the Seller.

- 3.5. The Seller shall have a right to block, not service and/or renew the Client Card(s) at its discretion, unilaterally, without prior notice if:
 - 3.5.1. the Buyer fails to pay up the VAT invoice issued by the Seller in time and in accordance with the terms and conditions; and/or
 - 3.5.2. the Buyer exceeds the Credit Limit established by the Seller and/or the Buyer did not agree to the reduction of the Credit Limit; and/or
 - 3.5.3. the Buyer did not use the Client Card for making payments for the Goods purchased for 3 (three) months before the date of automatic renewal of the card; and/or
 - 3.5.4. the Buyer is in delay of paying the Seller under any other agreements concluded with the Seller, unless the Buyer provides the Seller with an adequate delayed payment guarantee acceptable to the Seller (bank guarantee, surety bond, etc.) immediately but no later than within 3 (three) business days of the due day of payment; and/or
 - 3.5.5. the Buyer enters a false PIN code for 3 (three) times when paying for the Goods using the Client Card.
 - 3.6. When the Client Card is blocked and/or it is not serviced in the cases provided for in Clause 3.5 of the General Terms and Conditions, the Seller is not obliged to cancel the blocking of the Client Card (to unblock it) and/or to renew the service of an unserviceable Client Card. The conditions of blocking and/or refusal to service the Client Card on these grounds shall be an adequate consequence resulting from the non-performance or improper performance of contractual obligations by the Buyer.
 - 3.7. The Client shall have an opportunity to request the application of the credit card transaction limits per day/week/month. Detailed information on applicable variants of limits is available on www.circlek.lt. In case the Client does not choose the limits applied to its company or a credit card at its own initiative, Circle K Lietuva UAB shall automatically for security purposes assign the T37 code of transaction limits per day/ week/ month. The Client is aware that after a relevant limit of transactions per day/week/month is reached and/or in cases when the limit of transactions per day/week/month is exceeded by a specific purchase, payments by card shall be temporarily suspended until the end of a relevant period. The limits of the card may be changed by Circle K client service specialists at the Client's written request submitted on business hours, or the Client can change the limits at any time on the Circle K self-service portal.
 - 3.8. The Seller shall not be held liable for the losses incurred by the Buyer due to the inability to make a purchase by means of a blocked Client Card as well as in cases when payments by the credit card are not permitted due to applicable limits of transactions per day/week/month.
 - 3.9. At the Buyer's request, the blocked Circle K debit and Circle K credit cards shall be unblocked on the following business day as soon as the Seller receives a written request from the Buyer on unblocking the Client Cards, whereas Circle K Europe credit cards blocked at the Buyer's request while abroad shall not be unblocked. At the Buyer's request, the blocked Circle K Europe credit cards will be replaced with new Circle K Europe cards.
 - 3.10. Each Client Card shall bear an expiry date. The Client Cards shall be renewed automatically 2 months before the expiry of the card, unless the Client Cards have been blocked at the Seller's initiative and/or when the Buyer clearly specifies that the Buyer does not wish to renew the Client Cards and/or the Client Cards have not been used for 3 (three) months before the term of renewal of the Client Cards. New Client Cards shall be sent to the correspondence address specified by the Buyer.
 - 3.11. The Buyer may file any claims regarding the Seller's actions which presumably violated the Buyer's rights within 3 (three) months of the moment when the Buyer found out or should have reasonably found out about such a violation by enclosing evidence of the claim and purchase documents if the claims filed are related to the goods and/or services purchased. When the deadline for filing claims expires, it shall be deemed that the Buyer agrees to the Seller's actions and refuses any possible claims in respect of the Seller.
- 4. Credit Limit**
- 4.1. The Buyer who holds Circle K credit and Circle K Europe cards shall be entitled to a desirable and possible Credit Limit set at the discretion of the Seller with regard to the Buyer's credit risk. After the Seller receives the most up-to-date Buyer's financial documents (balance sheet, profit and loss account, etc.) and determines an increased level of credit risk of the Buyer, the Seller may at its discretion reduce or cancel the Credit Limit by a separate decision. Upon receipt of the Buyer's request and the most up-to-date financial documents of the Buyer (balance sheet, profit and loss account, etc.) the Seller may at its discretion increase the established Credit Limit by a separate decision. An opportunity is provided to set the limit for individual Client credit cards issued to the Buyer at the request of the Buyer.
 - 4.2. The Buyer shall within 7 (seven) days of the Seller's request furnish the Seller

I have read and agree to the General Conditions.

[signature]

- with the balance sheet and the profit and loss account for the final quarter, as well as the annual balance sheet and the profit and loss account approved by an auditor (if audit is conducted or is mandatory under the legal acts of the Republic of Lithuania) within 4 (four) months of the end of the Buyer's financial year.
- 5. Procedure of Payment**
- 5.1. The Buyer shall pay for the Goods acquired from the Seller and the Seller's partners abroad during the accounting period according to the electronic VAT Invoice issued by the Seller within 15 (fifteen) calendar days of the day of issue of the VAT invoice. The Buyer shall pay up the VAT invoices received by a bank transfer into the Seller's settlement account which is available on www.circlek.lt. When making a payment, the Buyer shall in the details of payment specify the VAT invoice number or the client code assigned to it by the Seller.
- 5.2. By making monthly payments for the Goods sold by the Seller and the Seller's partners the Buyer shall also cover any Client Card administration fees applied by the Seller. The Client Card administration fees shall be fixed at the Seller's discretion taking into account the Client Card service costs and are available on www.circlek.lt. By taking an opportunity to pay at the sales points of Routex partners, the Buyer shall pay the final price of the goods/services indicated in the invoice issued, which shall be inclusive of the surcharges applicable by Routex organisation.
- 5.3. Purchases abroad shall be made from the Seller's partners. They shall be included into the Seller's VAT invoice for cash collection purposes only. Therefore, when requested by the Buyer, the Seller shall issue separate VAT invoices of the Seller's partners abroad for the purchases made abroad using the Circle K Europe credit card. Based on these VAT invoices and in accordance with applicable legislation, the Buyer shall be entitled to apply for VAT refund at its discretion. The Seller shall not be responsible for the VAT refund in relation to the Goods purchased abroad.
- 5.4. In case the Buyer fails to pay any amounts due in time, the Seller shall be entitled to request the penalty payment of 0.2% of the outstanding amount from the Buyer for each day of delay as well as assign its claims to a debt collection agency and/or apply to court on compulsory recovery of the debt. In that case, the Buyer shall at the Seller's request cover the costs of debt administration and recovery and pay the Seller the applicable Client Card administration fees according to the valid Seller's rates available on www.circlek.lt.
- 5.5. In executing payments by the Circle K debit card, the Buyer shall be free to choose the amount to be deposited into the Circle K debit card. When the deposited amount is used, the right to use the Circle K debit card shall be suspended. The possibility of paying with the Circle K debit card shall be resumed within 2 (two) business days of depositing the money into the Seller's account by a bank transfer. In case the balance on the account is not sufficient, there is an opportunity to pay for the current purchase by depositing the required amount at the fuel station's cash desk.
- 5.6. A negative balance may occur on the Client Cards if there was no connection between the fuel station's terminal and the central computer at the time of purchase due to the fault of communications operator or other reasons. The negative balance of the previous month shall be paid up according to the VAT invoice issued in the beginning of the month within 15 (fifteen) calendar days of the day of invoice.
- 5.7. The balance of the amount deposited in advance may be returned to the Buyer within 15 (fifteen) days of a relevant request of the Buyer and return of Circle K debit cards to the Seller.
- 6. Liability**
- 6.1. The Buyer shall be liable for the non-performance or improper performance of obligations of the Buyer's employees, subsidiary and patron companies, persons related to the Buyer and their employees when purchasing the Goods by means of the Client Cards.
- 6.2. The Buyer shall be responsible for the appointment and withdrawal of authorised (re-authorised) persons for communication with the Seller with regard to the Buyer's service under the Contract. The Buyer shall be responsible for making the authorised (re-authorised) persons familiar with the terms and conditions of the Contract as well as the card use terms and conditions available on www.circlek.lt. The persons authorised (re-authorised) by the company shall be indicated in the Card Client Form or the Supplement to the Card Client Form. The Seller shall not inspect the authorisations of the persons authorised (re-authorised) by the Buyer and shall in the service of the Buyer for Contract administration purposes rely on the information provided by the persons authorised (re-authorised) by the Buyer.
- 6.3. The Buyer shall be liable for all purchases of the Goods with the Client Card, which have been made before the moment of receipt of the Buyer's notice to the Seller by the specified phone number of the necessity to block a relevant Client Card.
- 6.4. Following a verbal notice to the Seller by the specified phone number of the necessity to block a relevant Circle K Europe card, the Buyer shall be liable for all purchases made using the Circle K Europe card until the following business day (inclusive).
- 6.5. If the Circle K Europe card is blocked beyond the borders of the Republic of Lithuania, the Seller shall be entitled to include the transactions executed by the Seller and the Seller's partners abroad using the Circle K Europe card into the purchase report within 3 (three) accounting periods of the blocking date of a relevant Circle K Europe card and following the terms laid down in Clause 6.4.
- 6.6. The Seller shall not be liable for any losses incurred by the Buyer due to the limitation on using the Client Card.
- 6.7. The Seller shall not be liable for false notices and false requests to block the Client Card.
- 7. Protection of Personal Data**
- 7.1. The Buyer's data and information processed by the Seller hereunder may be deemed personal data. In this case, the processing of the Buyer's personal data shall be subject to the provisions of Section 7 hereof, and the Seller shall be deemed the controller of the Buyer's personal data.
- 7.2. The Seller shall process the Buyer's personal data in accordance with the Republic of Lithuania Law on Legal Protection of Personal Data, the General Data Protection Regulation (EU) 2016/679, and other applicable legislation governing the protection of personal data.
- 7.3. The Seller shall process the Buyer's personal data for the purpose and on the grounds of conclusion and performance hereof.
- 7.4. For the purpose referred to in Clause 7.3 hereof, the Seller shall process the following personal data of the Buyer:
- 7.4.1. Personal data indicated in the Card Client Form and the supplement thereto (name, surname, VAT payer's code, correspondence address, post code, city, registration address, telephone, e-mail address, credit limit, mobile phone number)
- 7.4.2. Information related to the Goods;
- 7.4.3. Client Card data (number, expiry date, etc.);
- 7.4.4. Information related to payments;
- 7.4.5. Financial documents of the Buyer (balance sheet, profit and loss account, etc.);
- 7.4.6. Bank account number, bank, bank code;
- 7.4.7. Other data provided for in this Contract, the Card Client Form and the supplement thereto.
- 7.5. The Buyer's personal data referred to in Clause 7.4 hereof shall be required for the conclusion and performance hereof. The Seller shall not be able to conclude this Contract if they are not provided.
- 7.6. The Seller shall transfer the Buyer's personal data to its authorised processors of personal data, which assist the Seller in the performance hereof. The Buyer's personal data shall be transferred to Routex organisation, which administers the Circle K Europe card and the services provided with it. The Seller may also transfer the Buyer's personal data to data processors and recipients. More information is available in the [Circle K Privacy Policy](#).
- 7.7. The Buyer's personal data shall be retained for the period of validity hereof and 10 years after the expiry hereof. The Buyer's personal data may be retained for a longer period if such a period of retention is set by the applicable legislation.
- 7.8. The Buyer shall have the following rights related to its personal data:
- 7.8.1. to request access to personal data, and their rectification or erasure, or restriction of the processing of data from the Seller;
- 7.8.2. the right to object to the processing of data;
- 7.8.3. the right to receive personal data concerning it which it has provided to the Seller in a structured, commonly used and machine-readable format (the right to data portability);
- 7.8.4. the right to withdraw its consent (this shall not affect the lawfulness of previous data processing activities);
- 7.8.5. the right to lodge a complaint with the State Data Protection Inspectorate (A. Juozapavičiaus st. 6, 09310 Vilnius, phone: (8 5) 271 2804, e-mail: ada@ada.lt).
- 7.9. The Buyer may exercise these rights it has by contacting the Seller by e-mail at lietuva@circlekeurope.com or by phone at 1877. The Buyer may also contact the Seller's data protection officer. Relevant information on data recipients, the Seller's contact details, and other information related to the processing of the Buyer's personal data is available in the [Circle K Privacy Policy](#).
- 8. Validity, Amendment, Notices and Other Terms and Conditions**
- 8.1. Together with the General Terms and Conditions, the Special Terms and Conditions coordinated between the Parties shall constitute the Contract binding to the Parties.
- 8.2. The Contract shall be deemed to have been concluded upon its signature by both Parties. The Parties may sign the same copy of the Contract (one or more), or exchange separately drawn up and signed copies of the Contract. The exchange of separately drawn up and signed scanned copies of the Contract via e-mail shall be deemed proper (to have legal force). At the Buyer's request, the Seller may submit to the Buyer the original copy of the Contract signed by the Seller. The contract shall be open-ended.
- 8.3. The General Terms and Conditions of the Contract may be amended unilaterally at the Seller's discretion by a prior 30 (thirty) day notice before the effective day of the amendments to the Buyer. In case the Buyer disagrees to the amendments to the Contract, it shall be entitled to terminate the Contract before the effective day of amendments thereto. A valid version of the General Terms and Conditions is available on www.circlek.lt.
- 8.4. The Contract may be terminated unilaterally out of court without specifying the reasons upon a prior 1 (one) month written notice from one Party to the other. Both Parties shall perform their mutual obligations before the termination of the Contract in full. In case the Contract is terminated by the Buyer, the termination shall take effect as of the moment when the Buyer performs all the financial contractual obligations in respect of the Seller.
- 8.5. All correspondence in relation to this Contract, including notices, shall be sent in the electronic form, i.e. by e-mail addresses of the Parties specified in the Contract, or the Seller may submit all the notices related to the Contract to the

- Buyer along with electronic VAT invoices. The Party shall inform the other Party on the change of its details and correspondence addresses in writing. All correspondence carried out according to the last address specified by the Party shall be considered appropriate and binding to the Party. Each Party shall be responsible for the correctness and completeness of its details.
- 8.6. The Special Terms and Conditions of the Contract and any other information in relation to the performance of the Contract provided by one Party to the other shall be confidential and shall not be disclosed to the third parties. The Party in breach of the confidentiality obligation shall cover any losses incurred by the other Party due to such a disclosure.
- 8.7. The Contract shall be subject to the law of the Republic of Lithuania. Any disputes arising in connection to the Contract shall be settled in courts of the Republic of Lithuania according to the Seller's domicile.

Buyer:

I have read and agree to the General Conditions.

[position, name, surname, signature]

Seller:

[position, name, surname, signature]



Gesovėlinis direktorius
Business Unit Leader/
VP Lithuania
Skirmantas Mačiukas

A handwritten signature in blue ink, appearing to read "Skirmantas Mačiukas".

Pardavimų verslo klientams
departamento direktorius /
Director B2B & Card Sales
Ignas Klimaitis

A handwritten signature in blue ink, appearing to read "Ignas Klimaitis".

I have read and agree to the General Conditions. _____

[signature]