

November 14, 2017

CARD AGREEMENT TERMS AND CONDITIONS

1. ISSUE OF CARD

The Card Agreement, that is, the GasCard Charge Card Agreement, is made between Gasum Ltd (hereinafter 'the Seller') and the Customer. The GasCard charge card (hereinafter 'the Card') is issued by Gasum Ltd. The Card can be issued on the basis of a Card application to an enterprise or entity operating and registered in Finland (hereinafter 'the Customer').

By signing the application, the Customer affirms that the information provided by the Customer in the application is correct and undertakes to comply with the Card Agreement Terms and Conditions in their up-to-date version and agrees that the Seller may obtain the necessary credit report data as well as other details of the Customer necessary for the credit and customer relationship. The Seller shall have the right to reject the Card application at its discretion without providing the Customer with any grounds for the rejection.

2. PERIOD OF VALIDITY OF THE CARD AND LIABILITY FOR PURCHASES MADE WITH THE CARD

The Card Agreement shall enter into force once Gasum has sent the GasCard and the personal identification number (PIN) to the Customer. The Seller shall deliver the Card to the Customer by post using the contact details provided by the Customer. The Customer shall be responsible for all Cards issued to the Customer under the Terms and Conditions of this Agreement. The Card shall be the property of the Seller, but the Customer shall have the right to use the Card for as long as the Card is used in compliance with the up-to-date Agreement Terms and Conditions. The Card shall remain valid indefinitely. The Seller shall have the right to restrict the Card's period of validity and replace it with a new one. The Customer shall be obliged to destroy the Customer's old Card in an appropriate manner immediately upon the termination of the Agreement or upon having received a new Card.

The Customer shall be liable for all purchases made using the Card(s) issued to the Customer regardless of who the Card was used by. The Card must be kept safe and separate from the related PIN. If the Card is lost, the Seller must be notified immediately by phoning the Seller's Customer Service on 0800 122 722. The Customer's liability for any unauthorized use of the Card shall end once the Customer Service has confirmed that it has received the notification of loss and the details required to identify the Card.

3. CARD USAGE

The Seller cannot guarantee the usability and functioning of the Card at all times. The Card can only be used as a payment instrument at the Seller's filling stations, unless otherwise notified separately by the Seller. The Card may only be used to pay for purchases of road fuel gas. Using the Card and the PIN at automated fuel dispensers shall be equal to accepting the purchase transaction. The Customer must retain the purchase receipt. The Seller shall have the right to prevent the usage of the Card if:

- i. the safety of Card usage has been jeopardized;
- ii. there is reason to suspect that the Card is used in an unauthorized or fraudulent manner; or
- iii. the risk of the Customer being unable to fulfil its payment obligations has increased according to the Seller's assessment.

4. PRODUCT PRICE

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The price of road fuel gas purchased at the Seller's filling station at the time of filling up shall be the price set by the Seller valid at that time, unless separately agreed in writing between the Seller and the Customer. The Seller shall have the unilateral right to amend the sales price of road fuel gas without prior notice.

5. TERMS OF PAYMENT, INVOICING AND PAYMENT DELAYS

The Seller shall invoice the Customer for the purchases made using the Card(s) once a month. The end date of the invoicing period shall be the last day of each calendar month. The term of payment shall be 14 days from dispatch of the invoice. The Customer shall be obliged to pay late payment interest starting from the due date in accordance with the Interest Act for any amounts overdue. The Seller shall invoice the Customer for the purchases made using the Card(s) using e-invoicing. The Customer shall be responsible for the processing and payment of the invoices by the due date from the moment when the Seller has delivered the invoice using the transmission details provided by the Customer. The Seller shall have the right to transfer unpaid amounts due as a debt collection assignment to a third party. Any enquiries or complaints regarding invoices must be made within a reasonable period of time which, as a general rule, shall be within seven (7) days of the arrival of the invoice. The Seller shall have the right to submit a payment default for registration in the credit data register if the payment default has continued for more than 60 days.

The Seller shall not be responsible for data transmission between the invoicing operator and the Customer or for any damage caused by any problems occurring therein. The Customer shall be obliged to notify the Seller by email of any changes to transmission details or invoicing details 14 days before a change takes effect. E-invoicing shall take effect once the transmission details have been notified to the Seller. Should the Customer wish to receive its invoices on paper, the Seller shall deliver the paper invoices at the Customer's request to the invoicing address provided by the Customer.

6. CONSEQUENCES OF MATERIAL BREACHES OF AGREEMENT

The Seller may cancel the Card Agreement with immediate effect and suspend the use of the Card for payments if the Customer's conduct has been in material breach of the Agreement, a payment has been overdue for a period exceeding 30 days or if the Customer has entered or been entered into enterprise restructuring proceedings or corresponding insolvency proceedings or if any other material information or circumstance that has been a term or condition under the Card Agreement has changed in such a manner that, in the Seller's reasonable discretion, the Customer can no longer be regarded as able to fulfil its contractual and payment obligations. The Seller shall also have the right to suspend the use of the Card for payments due to a payment default of the Customer other than one relating to this Agreement.

7. TERMINATION

The Card Agreement shall remain valid until terminated by a Party. The Customer may terminate the Card Agreement with immediate effect. The Seller shall have the right to terminate the Agreement in writing at one (1) month's notice. Upon termination, any remaining amounts owed shall be paid off in accordance with the Agreement Terms and Conditions in force. Upon the cancellation of the Agreement with immediate effect or its termination upon notice, the right to use the Card shall end and the Customer shall be responsible for destroying the Card. The Customer shall be liable for the use of the Card in compliance with the Agreement Terms and Conditions until the Card is returned.

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8. ASSIGNMENT

The Seller shall have the right to assign this Agreement with all of its rights and obligations to a third party without consulting the Customer.

9. OTHER TERMS AND CONDITIONS

The Customer shall undertake to comply with the safety regulations, legislation and guidelines relating to gas handling, use, equipment and appliances.

The Seller shall have the right to discontinue the sales of road fuel gas and the use of the Card due to a force majeure event. Force majeure shall mean events beyond a Party's control that could not be reasonably taken into consideration in advance and that during their existence or thereafter prevent or considerably hinder the performance of the contractual obligations to be observed in gas trading and where such hindrance cannot be reasonably prevented or eliminated. Force majeure events include, without limitation, technical fault or error in equipment or appliances, fire, explosion, flood, earthquake, government order, war or mobilization, unforeseen large-scale military call-up, confiscation, import ban, force majeure experienced by gas supplier, currency restrictions, restrictions in access to power, general shortage of raw materials or supplies, strike, labor dispute or other circumstance beyond the Parties' control. A force majeure event shall postpone the fulfilment of contractual obligations in trading for the period of the event's existence regarding each contractual obligation or for the period necessary to eliminate the consequences of the event. The Seller shall not be liable for any loss or damage arising from a force majeure event.

Notifications given by the Seller to the Customer shall be regarded as delivered to the Customer once sent in writing to the address specified in the Agreement or to a changed address notified by the Customer. Should the Seller need to obtain the Customer's new contact details, the costs shall be charged to the Customer. The Seller shall have the right to charge for the costs arising from any written statements drawn up at the Customer's request.

10. DISPUTES

Any disputes, controversies or claims that cannot be settled through negotiations between the Parties shall be settled by the court of first instance of the Seller's domicile (Espoo), unless otherwise agreed.