

January 1, 2019

## **GASCARD CHARGE CARD AGREEMENT TERMS AND CONDITIONS FOR PRIVATE INDIVIDUALS**

### **1. ISSUE OF CARD**

The Card Agreement is made between Gasum Ltd (hereinafter 'the Seller') and the Customer. The GasCard charge card is issued by Gasum Ltd. The Card may be issued on the basis of a GasCard Application to a person who is aged 18 or over, permanently resident in Finland, with a permanent dwelling, whose ability to pay is secured, and whose credit report is good (hereinafter 'the Customer'). For special reasons, the Card may by separate decision be issued to a person who does not meet all of the above criteria.

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, employment and banking relationship details as well as other details of the Customer necessary for the credit and customer relationship. The Customer shall be responsible for all Cards issued to the Customer under the Terms and Conditions of this Agreement. The Seller shall have the right to reject the Card Application without stating the reason, excluding cases where the primary reason for rejection is the credit report.

### **2. PERIOD OF VALIDITY OF CARD**

The Agreement shall enter into force when the Application is accepted by the Seller. The GasCard charge card and the related personal identification number (PIN) shall be delivered to the Customer. 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 be 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.

### **3. CARD USAGE**

The GasCard may only be used to pay for natural gas and biogas purchases carried out at Gasum's public filling stations. The Customer must comply with the instructions on Card usage provided separately at filling stations. The Customer's Card Number and PIN together shall be regarded as equal to a signature.

### **4. CUSTOMER'S LIABILITY**

The Customer shall be liable for all purchases made using Cards 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 Customer Service on 0800 122 722. The Customer shall be liable for the unauthorized use of the Card if the Customer has assigned the Card to another person or if the Card having been obtained by another person is due to negligence that is not minor or if the Customer, having lost control of the Card in another manner, has otherwise failed to notify the Seller without delay once having detected this. In cases other than those mentioned above, the Customer's liability for the unauthorized use of the Card shall end once the Customer Service has received the notification of loss and the details required to identify the Card.

### **5. PRICE**

Natural gas and biogas charged for on transaction basis shall be sold at Gasum's public filling stations at a price that the Seller shall have the right to amend without any obligation to provide advance notice. By using the GasCard for fill-ups at Gasum's public filling stations, a consumer Customer shall receive a discount of 1% (one per cent) on fill-ups of natural gas and biogas compared with the station's public prices.

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The non-discounted meter price valid at the time is displayed on the payment terminal and receipt and the discount given is only shown on the GasCard invoice.

## **6. INVOICING AND TERMS OF PAYMENT**

The Customer shall be obliged to pay for all purchases carried out with the Card. Invoicing shall be based on registered card purchases. The Seller shall invoice for purchases by calendar month. The term of payment shall be 14 days net, and invoices shall be paid in full. The Customer may opt for environmentally friendly e-invoices or emailed invoices instead of normal paper invoices. E-invoices can be activated using the Customer's own online banking service and emailed invoices can be requested by contacting [invoicing@gasum.com](mailto:invoicing@gasum.com).

Payments shall only be valid when made to the bank account specified by the Seller. Payments must be made on the due date at the latest. Late payment interest in accordance with the Interest Act shall be charged by the Seller for any amounts overdue. The late payment interest shall be charged from the due date of the invoice until the payment date. The Customer shall cover any costs arising from debt collection relating to invoices. The Seller shall have the right to transfer unpaid amounts due as a debt collection assignment to a third party. The Customer shall inspect the invoices. Any inquiries or complaints regarding invoices must be made within a reasonable period of time to Gasum Customer Service, normally within eight (8) days of the arrival of the invoice.

## **7. AMENDMENTS**

The Seller (Customer Service) must be notified by the Customer immediately in writing of any changes to contact details (name, address, phone number, email address). The Seller may amend the Agreement Terms and Conditions by notifying the Customer thereof primarily by email at least one (1) month prior to the entry into force of the amendment.

## **8. CONSEQUENCES OF MATERIAL BREACHES OF AGREEMENT**

The use of the Card shall be prohibited if a payment has fallen overdue or if the Customer's conduct has otherwise been in breach of the Agreement. In such cases the Seller shall have the right to suspend the use of the Card for payments. The Seller shall also have the right to suspend the use of the Card for payments due to a payment default other than one relating to this Agreement. If an unpaid amount has been overdue for at least one (1) month and still remains unpaid or the Customer is otherwise in material breach of the Agreement Terms and Conditions, the Seller shall have the right to cancel the Agreement with immediate effect. The Seller shall have the right to submit the payment default for registration in the credit data register if the payment default has continued for more than 60 days.

## **9. TERMINATION**

The Customer shall have the right to terminate the Agreement in writing 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. The Seller may cancel the Agreement with immediate effect due to the Customer's payment default or material breach of the Agreement. Upon the cancellation of the Agreement or its termination upon notice, the right to use the Card shall end and the Customer must destroy the Card. The Customer shall be liable for the use of the Card in compliance with the Agreement Terms and Conditions throughout the period of validity of the Card.

## **10. ASSIGNMENT**

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

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**11. OTHER TERMS AND CONDITIONS**

The Customer shall undertake to comply with the safety regulations, legislation and guidelines relating to methane gas handling, use, equipment and appliances. The Seller shall have the right to discontinue the sales of 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 provided by 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.

**12. DISPUTES**

Any disputes, controversies or claims that cannot be settled through negotiations between the Parties may be referred by the consumer for settlement by the Consumer Disputes Board. If a dispute, controversy or claim is referred to a court of law for settlement, the claim must be brought before the court of first instance of the Customer's domicile unless the Customer wishes to bring the claim before the court of first instance of the Seller's domicile.

Gasum Customer Service  
Phone 0800 122 722  
Customerservice@gasum.com