

# CUSTOMER APPLICATION FOR USE OF CARD SYSTEM



## Engen Information

Company: \_\_\_\_\_

Assigned Customer Account Number (Office use only): \_\_\_\_\_

## Customer Information

Registered Name of Applicant: \_\_\_\_\_

Trading Name of Applicant: \_\_\_\_\_

Physical Address (*Domicilium Citandi et Executandi*): \_\_\_\_\_

Postal Code: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

## Customer Contact Information

Contact: \_\_\_\_\_

Alt. Contact: \_\_\_\_\_

Tel No: \_\_\_\_\_

Tel No: \_\_\_\_\_

Cell No: \_\_\_\_\_

Cell No: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*Specimen Signature*

*Specimen Signature*

## Customer Payment Authorisation Rules

Customer Payment Authorisation Rules			
Locations <sup>1</sup> <i>(Optional)</i>	Times <sup>2</sup> <i>(Optional)</i>	Products <sup>3</sup> <i>(Mandatory)</i>	Scheme Type <sup>4</sup> <i>(Mandatory)</i>

1,2,3 & 4: Request the document listing Authorised Supply Locations and Products, Standard Day and Time options, and explaining the available Scheme Types.

	Captured	Reviewed
Signature:		
Print Name:		
Date:		

## Application Acceptance

Signed at: \_\_\_\_\_ On this day the: \_\_\_\_\_

### Customer

I hereby:

- Apply for use of the Engen 1-Card system
- Certify that all information provided is true and correct.
- Certify that I am authorised to act on behalf of the applicant.
- Certify that I have read, understood and accept the Conditions of Membership.

Signature: \_\_\_\_\_ Signatory Name: \_\_\_\_\_

Signatory Designation: \_\_\_\_\_ Signatory ID/Passport Nr.: \_\_\_\_\_

### Customer Witness

Signature: \_\_\_\_\_ Signatory Name: \_\_\_\_\_

Signatory Designation: \_\_\_\_\_ Signatory ID/Passport Nr.: \_\_\_\_\_

### Engen

Signature: \_\_\_\_\_ Signatory Name: \_\_\_\_\_

Signatory Designation: \_\_\_\_\_ Signatory ID/Passport Nr.: \_\_\_\_\_

## Definitions

**CARD:** means a plastic token that enables payment for purchases of PRODUCTS AND SERVICES at SUPPLY LOCATIONS.

**CUSTOMER APPLICATION FORM:** means a signed document whereby a CUSTOMER requests to be allowed to use the card system and specifies related information.

**CARD FEE:** means a fee charged by the COMPANY toward the cost of issuing a CARD to a CUSTOMER. The current CARD FEE shall be communicated to the CUSTOMER on demand and may be amended by the COMPANY at any time without advance notice.

**CARDHOLDER:** means either the CUSTOMER or the REPRESENTATIVE.

**CARD ORDER FORM:** means a signed document whereby a CUSTOMER requests the issue of a CARD(S) and specifies related information.

**CARD AMENDMENT FORM:** means a signed document whereby a CUSTOMER instructs the COMPANY to change specific information related to a CARD(S).

**CARD LOAD INSTRUCTION:** means a signed document whereby a CUSTOMER instructs the COMPANY to load a CARD(S).

**COMPANY:** means the corporate entity named under the title Engen Information above, or its authorised agent.

**CONTRACT:** refers to the agreement for the supply of a CARD(S) and use of an electronic card payment system.

**CUSTOMER:** means a corporate entity or person who enters into a CONTRACT with the COMPANY.

**CUSTOMER PAYMENT AUTHORISATION RULES:** are rules designed to protect the CUSTOMER and are specified on the CARD ORDER FORM and the CARD AMENDMENT FORM. These rules are applied in the process of authorising a payment transaction.

**ELECTRONIC FUNDS TRANSFER TERMINAL:** means an electronic device used at a SUPPLY LOCATION to record a CARD payment transaction and issue a TRANSACTION ADVICE.

**MERCHANT:** means the corporate entity or individual who is entitled to payment for PRODUCTS AND SERVICES supplied at a SUPPLY LOCATION.

**MERCHANT PAYMENT AUTHORISATION RULES:** are rules designed to protect the MERCHANT and are applied in the process of authorising a payment transaction. The current list of Service Station Operator Payment Authorisation Rules shall be communicated to the CUSTOMER on demand and may be updated from time to time.

**PERSONAL IDENTIFICATION NUMBER (PIN):** means a randomly generated number that is confidentially communicated to the CUSTOMER and serves as a signature testifying to the CARDHOLDER's acceptance of a transaction.

**PRODUCTS AND SERVICES:** means the products and/or services offered at a SUPPLY LOCATION and whose supply using the CARD has been authorised by the COMPANY. The current list of authorised PRODUCTS AND SERVICES shall be communicated to the CUSTOMER on demand and may be updated from time to time.

**REPRESENTATIVE:** means a person to whom the CUSTOMER has entrusted a CARD and powers to use it on behalf of the CUSTOMER.

**SUPPLY LOCATION:** means a physical location from which PRODUCTS AND SERVICES are supplied and at which the COMPANY has authorised use of the CARD. The current list of authorised SUPPLY LOCATIONS shall be communicated to the CUSTOMER on demand and may be updated from time to time.

**TRANSACTION ADVICE:** means a physical document produced by the ELECTRONIC FUNDS TRANSFER TERMINAL at the conclusion of a transaction.

**VEHICLE IDENTIFICATION TAG:** means an token that identifies a specific vehicle and is intended to be permanently attached to that vehicle.

## Purpose

The COMPANY shall make available to the CUSTOMER a card system that will enable the CARDHOLDER to obtain supplies of PRODUCTS AND SERVICES at SUPPLY LOCATIONS. In addition, the card system will enable the collection of information related to supply transactions that may be of use to the CUSTOMER.

## Card Issue and Custody

The CUSTOMER's Contact Person is authorised to instruct Engen to issue CARDS and to amend CARD details; these instructions will be made by means of a signed CARD ORDER FORM and CARD AMENDMENT FORM respectively.

The COMPANY shall issue CARDS to the CUSTOMER. The CARDS shall remain the property of the COMPANY.

Each CARD shall be personalised for CUSTOMER PAYMENT AUTHORISATION RULES. Personalisation relates to encoding the CARD'S data chip with relevant information and, if applicable to printing relevant information on the CARD.

A CARD FEE shall be charged to the CUSTOMER, according to the official price list in effect on the date of processing the CARD ORDER.

Each CARD shall be assigned a PIN that will be entered by the CARDHOLDER at the time of a transaction and shall serve as a signature testifying to the CUSTOMER'S acceptance of the transaction.

The CUSTOMER must ensure that the confidentiality of the PIN is protected; CARDS and their PINs must never be stored together. All losses incurred as a result of improper protection of the PIN will be for the account of the CUSTOMER.

## Use of Card(s)

The CUSTOMER's Contact Person is authorised to instruct Engen to load CARDS; this instruction will be made by means of a signed CARD LOAD INSTRUCTION.

Use of a CARD:

- Shall be subject to presentation of the CARD at the SUPPLY LOCATION prior to any transaction.
- Shall be valid for a period of six (6) months from date of last use.
- Shall be limited to the PRODUCTS AND SERVICES.
- Shall require entry of the PIN by the CARDHOLDER or presentation of a Vehicle Identification Tag related to the CARD.
- Shall be subject to the CUSTOMER PAYMENT AUTHORISATION RULES.
- Shall be subject to the MERCHANT PAYMENT AUTHORISATION RULES.

Any transaction effected with a CARD on an ELECTRONIC FUNDS TRANSFER TERMINAL shall give rise to the issuing of a TRANSACTION ADVICE on conclusion of the transaction.

A transaction created and stored on an ELECTRONIC FUNDS TRANSFER TERMINAL shall constitute conclusive proof of the transaction.

The CUSTOMER shall be entitled to a monthly statement reflecting the transactions effected with a CARD in respect of a particular period, and the related balances.

## Liability and Obligations of the Customer

The CUSTOMER alone shall be liable for the payment of PRODUCTS AND SERVICES whose supply is enabled by means of a CARD, even in the event of use by third parties and uses that do not conform to this CONTRACT. Any limits to the CUSTOMERS liability shall be specified as CUSTOMER PAYMENT AUTHORISATION RULES.

The CUSTOMER shall be liable for supplies of PRODUCTS AND SERVICES at the prices charged at the SUPPLY LOCATION on the date of the transaction.

Any complaint or dispute concerning a transaction reflected on a monthly statement must be received by the COMPANY in writing within 14 (fourteen) days from the date of issue of the statement and be accompanied by substantiating documents. Receipt of a complaint or dispute by the COMPANY does not mean that the COMPANY acknowledges or accepts liability in respect of such complaint or dispute. All complaints and disputes are subject to investigation and verification by the COMPANY.

The CUSTOMER shall have the obligation to inform the COMPANY in writing of any change of contact details (address, telephone and fax numbers) or information that may be required for the efficient administration of the card system.

## Loss or Theft of a Card(s)

In case of loss or theft of a CARD the CUSTOMER shall be obligated to immediately notify the COMPANY of this fact and to confirm this in writing within forty-eight (48) hours of such notification. The CUSTOMER shall remain liable for any transactions made by means of the lost or stolen CARD(S) up to the time of notification and during the forty-eight (48) hours following the notification.

## Cancellation of Card(s)

The CUSTOMER shall have the right to cancel one or more CARDS by giving the COMPANY written notice thereto. The COMPANY shall have the right to cancel and/or refuse to renew one or more CARDS by giving the CUSTOMER written notice thereto. In either of these events the CUSTOMER shall return the CARD(S) to the COMPANY within forty-eight (48) hours and shall remain liable for any transactions made by means of the cancelled CARD(S) up to the time of returning the CARD(S).

Should the CUSTOMER breach its obligations under this CONTRACT, the COMPANY may immediately suspend the use of a CARD(S) issued to the CUSTOMER.

## Term of the Contract

The CONTRACT shall become effective as of the date signature of the CUSTOMER APPLICATION FORM by the CUSTOMER and the COMPANY, and remain in force until cancelled.

Both parties shall have the right to cancel the CONTRACT by giving the other party written notice thereto. Such cancellation shall be without prejudice to the rights and privileges of the parties that accrued before the cancellation of the CONTRACT. Upon cancellation of the CONTRACT the CUSTOMER shall return the CARD(S) to the COMPANY within forty-eight (48) hours.

If, after termination of the CONTRACT for any reason whatsoever, an attempt is made to use the CARDS the CUSTOMER shall be subject to criminal proceedings and to the payment of all ensuing costs and damages.

## Revision of the General Conditions

The COMPANY may amend or supplement the terms of this CONTRACT at any time by giving the other party thirty (30) days written notice thereto.

## Force Majeure

Any act that is deemed to be a force majeure incident shall exempt the parties hereto from liability. For the purposes of this agreement, force majeure shall mean any circumstances which are beyond the reasonable control of the party claiming an event of force majeure, including but not limited to war (whether declared or not), revolution, invasion, insurrection, riot, civil commotion, mob violence, sabotage, explosion, blockage, embargo, boycott, casualties and disasters, the exercise of flight, fire, drought, wind, lightning or other adverse weather conditions, epidemic, quarantine, accident, breakdown of machinery or facilities, plant shutdown, strike, lockout or labor dispute, acts or restraints or government imposition, other laws, regulations or orders, including but without limiting the generality of the foregoing laws, regulations, or measures and restrictions or embargoes on imports or exports.

## Applicable Law

The CARD may not be used by the CARDHOLDER in contravention of any rule of law in force, or to aid and abet the commission of any such contravention.

This CONTRACT and all matters arising out of the issue or use of a CARD are subject to the laws of the country in which the COMPANY is registered.

## Domicilium/Service Address

The parties select as their respective addresses for the service and delivery of all documents of whatsoever nature relating to this agreement or any dispute in terms hereof (hereinafter referred to as the "service address"), the addresses specified on the card application form.



## No waivers

No failure or delay by a party hereto in enforcing any right, power or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power or privilege.

## Assignment and Third Party rights

This Agreement may not be assigned by the CUSTOMER without the express written consent of the COMPANY. Nothing in this Agreement confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement.

## Enforceability

If any term or provision of this Agreement is held to be illegal or in conflict with any applicable law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the Parties should be construed as if the Agreement did not contain the particular term or provisions held to be invalid.