

## **Business conditions of delivery of compressed natural gas to CNG customers with annual offtake up to 1 500 kg (hereinafter „BC“).**

### **1. General provisions and definition of terms**

- 1.1. These BC regulate conditions of delivery and sale of compressed natural gas to CNG customers with annual offtake up to 1500 kg of CNG. These BC create an inseparable part of the written contract on CNG delivery (hereinafter „contract“) concluded between the CNG supplier and CNG customer if in the contract agreed by the CNG supplier and CNG customer. These BC apply also to the CNG delivery to all CNG customers who did not conclude a written contract on CNG delivery with the supplier. Concluding of a written contract for CNG delivery according to this BC is not required.
- 1.2. For purposes of these BC is to be understood:
  - a) compressed natural gas (hereinafter „CNG“) is natural gas which is a mixture of hydrocarbon gases created mostly by methane, i.e. compressed to pressure minimum 20 MPa. It is obtained from natural gas or oil-gas deposits;
  - b) CNG customer (hereinafter „customer“) is a person buying CNG for purposes of his/her own consumption according to this contract;
  - c) CNG supplier (hereinafter „supplier“) is SPP CNG s.r.o., authorized to deliver CNG;
  - d) CNG delivery is to allow a self-service fuelling of vehicle by customer on the CNG filling station;
  - e) distribution network operator (hereinafter „PDS“) is a gas enterprise authorized to distribute gas which carries out distribution of natural gas to CNG filling station;
  - f) state of emergency is sudden or threatening shortage of natural gas which can cause decrease or interruption of its delivery. Details on procedures in states of emergency is determined by generally binding legal regulation;
  - g) provider of services of clearing centre is the company UNICODE SYSTEMS, s.r.o., with registered office at Průmyslová zóna 161. Třebíč, Czech Republic, which, for the supplier, realizes service of collection, storage and processing of data about CNG fuelling on the supplier's CNG fuelling stations.

### **2. Object of delivery**

- 2.1. Supplier undertakes to deliver CNG to the customer at the place of delivery under conditions shown herein. The supplier's obligation to deliver CNG is fulfilled by allowing to drive a car onto the place of delivery according to paragraph 3.1. herein and allowing customer to offtake CNG.
- 2.2. Customer undertakes to offtake CNG from the supplier under conditions herein and pay the price for the offtaken CNG hereunder.
- 2.3. The customer will offtake CNG exclusively for his/her own need under conditions herein.
- 2.4. Business unit of CNG delivery is 1 kg of CNG.
- 2.5. If the customer offtakes during a calendar year more than 1 500 kg CNG, he/she can ask supplier for adjustment of CNG delivery conditions according to supplier's standard business conditions.
- 2.6. Customer which is a legal person or entrepreneur and is provably operating more than one vehicle with a CNG drive and/or such a vehicle is used by at least two persons authorized by the customer, he/she has the right to ask supplier to conclude a separate contract for the supply of CNG according to supplier's standard business conditions.

### **3. Place of delivery, time and performance conditions**

- 3.1. Supplier shall deliver CNG to the customer at places of delivery that are all supplier's filling stations (hereinafter „CNG FS“) shown on the list published on the page [www.sppcng.sk](http://www.sppcng.sk). Provisions of Article 7 herein are not affected hereby.

- 3.2. The customer understands that access to the selected CNG FS will be allowed to the customer exclusively on the basis of registration of the customer by the supplier. Under registration of the customer hereunder is to be understood procedure of the customer by which he/she informs the supplier about his/her intention to offtake CNG and on the basis of which the supplier shall issue the CNG Card to the customer. Details on customer registration including forms and manners of registration are shown on the supplier's internet site [www.sppcng.sk](http://www.sppcng.sk). The list of CNG FS, to which is access permitted to customer only on the basis of registration, is shown on the internet site [www.sppcng.sk](http://www.sppcng.sk). CNG delivery to CNG FS, for which the registration is not obligatory, will be realized hereunder.
- 3.3. CNG supply at CNG FS will be done 24-hours a day in non stop regime. The customer is obliged to use the CNG FS space exclusively for filling of CNG to vehicle and observe rules on behavior in CNG FS premises shown herein.
- 3.4. The customer undertakes to meet the respective legislative obligations resulting from valid legal regulations and in filling of vehicle to follow Instructions on filling of vehicles with CNG natural gas placed on CNG FS in such way that he/she uses safely the self-service system of filling of vehicles with CNG.
- 3.5. Customer has the right to ask supplier anytime for explanation of Instructions on filling of vehicles with natural gas and the supplier undertakes that upon request of the customer to provide to the customer an individual personal instruction on safe manner of CNG filling. Contact data on the supplier are shown on the supplier's internet site [www.sppcng.sk](http://www.sppcng.sk).
- 3.6. The CNG card, issued according to paragraph 3.2. herein, for fuelling of vehicles on selected CNG FS, will be sent by the supplier to the customer to the customer's address shown in registration. In case of loss, damage or destruction of the CNG Card, the customer can ask the supplier for the issue of a new CNG card. The supplier has the right for compensation of costs connected with the issue of a new CNG Card, i.e. in the amount of 8 EUR.
- 3.7. If the supplier granted to the customer a CNG Card for fuelling of vehicles on CNG FS on the basis of another mutual contract on CNG delivery, the customer has the right to use the granted CNG Card also for purposes of CNG fuelling hereunder.

### **4. Price and payment conditions**

- 4.1. Price for the CNG delivery is determined as a product of delivered CNG quantity and CNG unit price valid at the time of delivery. Valid unit price in EUR for 1 kg of CNG is shown on the fuel dispenser of CNG FS.
- 4.2. The price on the delivery stand of CNG FS is shown VAT including, including excise duty, possibly other applicable taxes according to the generally binding legal regulations.
- 4.3. The price for the CNG delivery will be paid by the customer to the supplier by payment card and payment bank terminal placed on CNG FS using a procedure shown on CNG FS. Individual types of payment cards that can be used by the customer in payment by payment bank terminal are shown on the internet site [www.sppcng.sk](http://www.sppcng.sk).
- 4.4. The supplier, immediately after payment of the price for delivered CNG, shall issue the customer a document about payment of the price for the delivered CNG. The document is an ordinary tax document on purchase of CNG according to the valid legal regulations.

### **5. CNG quality**

- 5.1. CNG quality under normal circumstances complies with respective legal regulations and technical standards obligatory for use of CNG as motor fuel, whereas for determination of quality signs of the gas used for CNG production are biding the data ascertained by PDS in nodal points of quality control on distribution network.

### **6. Measuring of CNG deliveries**

- 6.1. Metering of CNG deliveries is done by the supplier's metering equipment.
- 6.2. The metering systems for filling of vehicles on the CNG filling stations are property of the supplier who is responsible for their maintenance, operational and metrological control.

## 7. Interruption, limitation of CNG deliveries, maintenance of CNG FS and states of emergency

7.1. The supplier can limit or interrupt the CNG delivery in the following cases:

- a) in limitation or interruption of gas distribution to the place of delivery on the side of PDS from the reason of carrying out the planned reconstructions, modernizations, repairs, maintenance and revisions of gas equipment to which CNG FS are connected and from the reason of revisions of technical equipment (e.g. electro, pressure equipment, calibration of delivery equipment etc.). In such case the supplier informs the customer without any reasonable delay about beginning of limitation, end of limitation or interruption of CNG delivery, res. about beginning of revision of technical equipment. For providing of information according to this paragraph is taken also respective notification by the supplier published on the site [www.sppcng.sk](http://www.sppcng.sk) ;
  - b) in performance of planned reconstructions, modernizations, repairs, maintenance and revisions of CNG FS or in case of unforeseeable malfunction or breakdown of CNG FS. In case of planned repair or maintenance of CNG FS, the supplier informs the customer without any reasonable delay about beginning of limitation, end of limitation or interruption of gas delivery, res. about beginning of revision of technical equipment. For providing of information according to this paragraph is taken also respective notification by the supplier published on the site [www.sppcng.sk](http://www.sppcng.sk) ;
  - c) in justified interruption or limitation of gas distribution on the side of PDS, to which distribution network the supplier's CNG FS is connected;
  - d) in case of non-avertable event, which does not originate in operation of CNG FS, especially in case of unforeseeable natural event, war, terrorist action, strike having impact on ability of contracting party to meet its obligation, or in case of non-avertable event which does not originate in operation of filling station at person which is toward the supplier its supplier or gas transporter, if such circumstances cause that fulfillment of obligations resulting from BC is impossible.
- 7.2. During interruption or limitation of CNG delivery from reason shown in paragraph 7.1. herein, the supplier is not obliged to deliver CNG in extent to which the interruption or limitation of CNG delivery relates. After removal of reasons for limitation or interruption of CNG delivery, the supplier will immediately allow customer to offtake CNG on CNG FS.
- 7.3. In case of states of emergency in gas industry which are regulated by generally binding legal regulation, the supplier is not obliged to meet its obligations shown in paragraph 2.1. herein.
- 7.4. In case if customer violates his/her obligations resulting herefrom, the supplier is entitled anytime to take away and/or block the CNG Card to the customer issued hereunder, respectively reject entry to CNG FS and fuelling there.

## 8. Liability

8.1. Supplier, and also customer, are liable for damage being caused mutually by violation of their obligations in the scope determined by the generally binding legal regulations and these BC.

## 9. Change of BC

9.1. In case of change of legal regulations, commercial, economic or technical conditions which have impact on performance hereunder or performance of rights and obligations of the supplier and/or customer, if in relation to such change comes to inability to apply provisions herein, or if their interpretation becomes substantially difficult, the supplier has the right to change these BC, but under observance of generally binding legal regulations on consumer protection. Validity of these BC become extinct upon effect of new BC issued by the supplier according to preceding sentence. Supplier will inform customer about new, res. changed BC before their effect by their publication on the internet site [www.sppcng.sk](http://www.sppcng.sk) , i.e. in the period determined by law.

## 10. Delivery

10.1. Written documents, being sent by the supplier by mail as a registered consignment or consignment with return receipt, for purposes of the contract are considered to be delivered if:

- customer refused to accept the consignment;
- consignment was not collected during the collection time;
- the customer cannot be found on the address shown in the contract and thus the delivery cannot be realized. In shown cases, the consignment is taken for delivered on the third day from deposition of the consignment at the post office.

10.2. Written documents, delivered by fax or e-mail message to the addressee's e-mail address are taken for delivered on the day of reception of the facsimile res. e-mail message. In case of notification sent by e-mail, the notification is taken for accepted when the sender has a proof about mailing of the e-mail message in his e-mail box..

10.3. The customer is obliged to inform the supplier about change of his/her address for servicing. Until the supplier receives notification about the change of address, the supplier has the right to send the written documents to the last known customer's address.

## 11. Final provisions

11.1. The supplier hereby informs the customer that for purpose of ensuring exercise of rights and fulfillments resulting herefrom, the needed data on customer will be provided and/or made accessible to the clearing centre services provider hereunder and the clearing centre services provider will process these data exclusively in the extent and under conditions agreed with the supplier in the written contract, res. written authorization, and only if needed for arrangement of exercising of rights and fulfillment of obligations resulting from the contract.

11.2. These BC follow and are viewed according to the law of the Slovak Republic.

11.3. These BC become valid and effective as of 24.01.2013. These BC are inseparable part of the written contract on CNG delivery concluded with the customer with annual offtake up to 1500 kg CNG from 01.02.2013.

11.4. Inseparable part of these BC are the following annexes:

### 1. Rules of behavior in CNG FS premises

11.5. For the purposes of interpretation of these BC is binding the Slovak language version of these BC.

## Annex no. 1

Rules of behavior in premises of supplier's filling stations (hereinafter „CNG FS“):

For purpose of securing maximal protection of life and health of persons, as well as property of the supplier, customer and third persons, the customer undertakes to observe the following rules:

- 1) The customer undertakes to act in such way that he/she in compliance with the generally binding legal regulations and the contract will in maximum extent prevent origination of whatsoever damage.
- 2) The customer undertakes to observe all valid legal regulations on roads and transport, including respecting and observation of transport marking in the CNG FS premises. (informative, orders and ban safety signs and tables).
- 3) The customer undertakes that in fuelling of the vehicle he/she will act exclusively according to Instructions on filling of vehicles with natural gas CNG placed on CNG FS in such way that he/she safely uses the self-service system for filling the CNG vehicles.
- 4) The customer can be and move outside of the vehicle only in the space of the CNG FS delivery place, and only for purpose of fuelling CNG vehicle.
- 5) The customer is obliged to immediately inform the supplier about whatsoever arisen damage on its property.
- 6) The customer understands that the estate of CNG FS is monitored by the supplier's camera system.

The customer undertakes to acquaint with these rules all persons traveling in the vehicle with the customer, who are present on CNG FS. These rules are binding for the customer and all persons traveling with the customer in the vehicle. The customer and all persons traveling in the vehicle with the customer are liable for violation of any of these rules, according to respective legal regulations.