

General Terms and Conditions of SOCAR Card for Corporate Customers.

1. Subject

The SOCAR Card for corporate customers is issued by the SOCAR Card Center in the name and on behalf of SOCAR Energy Switzerland GmbH. The subject matter is the supply of the customer's vehicle fleet with fuel, electricity, and other petrol station products. The customer is supplied via the acceptance points in Switzerland and Europe connected to the SOCAR Card System upon presentation of the SOCAR Card. By using the SOCAR Card, the cardholder identifies themselves to the acceptance point in Switzerland and Europe connected to the SOCAR Card System as a direct representative of SOCAR Energy Switzerland GmbH in accordance with Article 32 of the Swiss Code of Obligations (CO; Obligationenrecht, OR).

2. Conditions and Prices

The customer is invoiced for the products and services defined in section 1 at the applicable sales price (including VAT) in the country of delivery and in the local currency on the conditions agreed with the customer in accordance with the "SOCAR Card for Corporate Customers List of Conditions" by the SOCAR Card Center in the name and on behalf of SOCAR Energy Switzerland GmbH. The customer will be informed in writing or by e-mail of every change to a contractual condition. Agreements in accordance with the "SOCAR Card for Corporate Customers List of Conditions" apply to all acceptance points in Switzerland and Europe connected to the SOCAR Card System. When using the SOCAR Card in the network of our network partners for electricity, the Customer can view the applicable electricity tariffs on our website at www.socarenergy.ch.

3. Invoicing

The invoicing of all products and services mentioned in section 1 is inclusive of taxes and all duties in the country of delivery. VAT is shown separately. The customer must provide his UID No. for Switzerland and Liechtenstein and must also provide notification of any changes and new registrations. If this notification is not received from the customer on time, SOCAR shall not be liable for any losses suffered by the customer due to loss of VAT refunds. Invoicing statements shall be produced in accordance with the interval specified in the "SOCAR Card for Corporate Customers", but in any event no less frequently than once a month. Complaints regarding the correctness of the invoice must be made in writing or by e-mail to the SOCAR Card Center within 30 days of the invoice date, otherwise, the invoice will be considered as having been accepted. SOCAR is entitled to request a fee for all subsequent invoice copies..

4. Payment Terms

Invoices are due for payment without deductions according to the payment terms agreed in the document "SOCAR Card for Corporate Customers Conditions List". In the event of late payment by the customer, SOCAR is entitled to charge flat-rate dunning fees and / or collection costs in addition to default interest. In the case of payment at the post office counter, SOCAR is entitled to charge any fees incurred in connection therewith. The customer is not permitted to offset any claims. Changes to bank details must be communicated to SOCAR in a timely manner. SOCAR is entitled to change its billing system. SOCAR reserves the right, in the event of non-compliance with payment obligations or in the event that the customer's credit limit has been exceeded, to suspend the cards immediately and without prior notice. On request, SOCAR will inform the customer about the credit line granted for SOCAR Card business. Title to the goods delivered by SOCAR and its partner companies shall only pass to the customer after full payment of all claims. In the event of insufficient direct debit or Debit Direct coverage, SOCAR is entitled to charge a fee accordingly.

5. Collateral

SOCAR may require the provision of collateral. SOCAR is entitled to specify an upfront payment for the respective delivery month. The customer will be informed in writing or by e-mail of each and every change made by SOCAR.

6. Use, Misuse, Loss or Theft

The customer must look after the SOCAR Card carefully and keep it safe from theft or loss. The SOCAR Card remains the property of the issuer. The RFID chip in the SOCAR Card is used to purchase electricity from the designated acceptance points. Cards which can be used to purchase additional petrol station products are equipped with a PIN code. This PIN code can only be used at SOCAR petrol stations and cannot be used to purchase electricity. The customer is responsible for the confidentiality of the PIN code.

SOCAR reserves the right to suspend, postpone or discontinue card processing for technical reasons. If the central computer fails, SOCAR may limit the scope of the supply or service. Receipts signed by the customer or transactions confirmed by the customer entering the PIN code shall be deemed to have been accepted and will be invoiced to the customer.

The SOCAR Card on which a driver's name appears may only be used by that person. If a SOCAR Card is lost, the loss must be reported to the SOCAR Card Center immediately in writing or by e-mail. On receipt of the written loss report by the SOCAR Card Center, the customer's liability for misuse of the lost or otherwise misplaced SOCAR Card ceases. In the event of intentional misconduct or gross negligence by the customer (e.g. storing the PIN code together with the SOCAR Card), SOCAR's liability shall be excluded.

SOCAR shall be entitled, in the event that the disproportionate use of cards (e.g. multiple use and other events that deviate significantly from normal card use) are suspected, to block the affected cards for all further payments without prior consultation with the customer. The corresponding transaction limits per day, week and month are defined in our IT system. SOCAR is entitled, in the case of justified suspicion of card misuse, to block the affected card or cards without further consultation with the customer for all further payments or else to change the transaction limits defined in our IT system.

7. Validity of the SOCAR Card

The validity of the card ends on the expiry date printed on the card. In the case of all active cards, SOCAR will automatically issue new SOCAR Cards to the customer in good time prior to expiry. SOCAR Cards that are no longer required must be returned by the customer to the SOCAR Card Center. For this purpose, the card must be cancelled by being cut in half through its magnetic strip. Following any card exchanges initiated by SOCAR and in the case of any cards that have expired, the customer must destroy the affected SOCAR Cards.

8. Recovery of the SOCAR Card

In the event of a breach of these General Conditions, SOCAR shall be entitled to block all SOCAR cards, to terminate the contractual relationship with immediate effect and / or to demand the immediate return of SOCAR cards. In this case, all outstanding claims shall be payable immediately.

9. Data protection

By signing the card application, the customer declares that they are aware of and agree to

- SOCAR and/or the SOCAR Card Center and/or the MOVE Mobility hotline collecting, processing, storing and using data generated during the charging process at charging stations and during the payment process using the SOCAR Card and passing such data on to third parties in Switzerland and processing such data there; and
- SOCAR having legitimate interests, in accordance with Article 6(1)(f) of the EU General Data Protection Regulation (GDPR), in sending a reasonable amount of advertising material directly to the customer, whereby the customer has the right to object via the SOCAR Card Center and/or the MOVE Mobility hotline at any time.

SOCAR undertakes to apply the Swiss Data Protection Act and, where applicable, the GDPR in the context of the business relationship, and to ensure that its service providers, the SOCAR Card Center, and MOVE Mobility also comply with these regulations.

The customer shall

- inform the SOCAR Card Center and the MOVE Mobility hotline immediately in writing of any changes to the name, address or form of the company. Until the SOCAR Card Center and the MOVE Mobility hotline are notified of such changes, all communications issued using the details previously provided shall be deemed to have been delivered. In the case of sole proprietorships, the company name is only recorded as an additional note.
- contact the SOCAR Card Center and the MOVE Mobility hotline if they have any questions concerning the processing of their personal data or to object to the processing of their data or withdraw consent which has previously been given.

Customers residing in the EU also have the right to lodge a complaint with the data protection authority in their country of residence.

10. Miscellaneous

The right is reserved at all times to adjust these Terms and Conditions to take account of the use of the SOCAR Card; to adjust the "SOCAR Card for Corporate Customers List of Conditions" to take account of changed cost and market conditions and to adjust the amount of any collateral payable. The changes notified to the customer in advance shall be deemed to have been approved unless the latter returns its card(s) to SOCAR within one month from the date of the notification. Deviating or additional conditions are only valid if specified in writing or by e-mail. The SOCAR Card Agreement is subject to Swiss law. Any disputes shall be settled exclusively by the ordinary courts in Zurich, to the extent permitted by the Commercial Court of the Canton of Zurich.

11. Severability

If any parts of these General Conditions are invalid, the validity of the remaining provisions shall not be affected.

12. Contract Duration

The validity of the SOCAR Card Agreement begins on delivery of the SOCAR Card(s) and runs for an indefinite duration. This Agreement may be terminated by either party at any time in writing or by e-mail with immediate effect. Services not yet invoiced at this time will be billed to the customer.

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