

GENERAL SALES CONDITIONS

DEFINITIONS:

> **CONTRACT:** refers to the contract signed by the CLIENT and TOTAL for the supply of CARD (S) at special conditions defined on the reverse side.

> **CLIENT:** means an entity or individual who has signed a contract with TOTAL or one who uses the CARD services of TOTAL.

> **REPRESENTATIVE:** means a person to whom the CLIENT has given a TOTAL card with full powers to use it.

> **CARD:** means a TOTAL card validated for the CLIENT and authorizing the purchase of the PRODUCTS mentioned on the CARD with the CLIENT's agreement. This CARD may under no circumstances be used for obtaining cash.

> **PRODUCTS:** means the products and/or services distributed at the TOTAL stations and whose purchase is possible upon presentation of the CARD, subject to the limited maximum amounts which the CLIENT is authorized to buy.

> **POINT OF SALE:** stations within Liberia bearing the TOTAL colours at which the use of the CARD is authorized, as indicated by a logo.

> **PIN CODE:** Four-digit number determined by the CLIENT or randomly by TOTAL.

ARTICLE 1: PURPOSE

TOTAL shall make available to the CLIENT a purchase CARD system called Tomcard making it possible to obtain PRODUCTS without needing to make any immediate payment. Thanks to this CARD, the client will be able to get supplies at the POINTS OF SALE approved by TOTAL and shown on the list that shall be communicated to the CLIENT at the time of delivery of the CARDS.

ARTICLE 2: USE OF THE CARD

- The use of the Card:
- Shall be limited to the CLIENT and/or REPRESENTATIVES subject to the maximum amounts and PRODUCTS authorized and defined in agreement with the CLIENT.
 - May be made at the authorized POINTS OF SALE whose list shall be available upon simple request.
 - Shall be limited in time (cf. validity of the contract mentioned on the reverse side).
 - Shall be subject to presentation of the CARD to the station's personnel prior to any transaction.

Any transaction effected with the CARD shall give rise to the editing of a ticket by the electronic terminal.

The PIN CODE entered by the bearer at the time of each transaction shall serve as a signature testifying to the client's acceptance of the transaction.

The records edited on the electronic terminals at the time of each transaction shall constitute irrefutable proof of the amount of the transaction.

ARTICLE 3: CHARACTERISTICS OF CARD

Further to the review and acceptance of the CONTRACT, TOTAL shall provide the number of CARDS requested by the CLIENT after printing on each CARD the authorized PRODUCTS, and, unless otherwise specified, the license plate number of the vehicle and/or the name of the bearer.

A PIN CODE shall be attributed to each card and permit the use of the CARD exclusively by the bearer cognizant of this PIN CODE. The CLIENT must ensure that the CARDS and their PIN CODE(S) are never stored together and must protect the confidentiality of the PIN CODE(S) attributed to him.

An issue unit price for the card shall be billed to the CLIENT according to the official list of prices in effect on the date of the request for membership. This unit price shall remain identical regardless of the number of cards ordered by the CLIENT. These prices may be

modified at any time without advance notice (a price schedule is available upon simple request).

The CARDS shall be billed to the client at regular intervals as per the terms defined on the reverse side.

Each modification requested by the CLIENT on CARDS can be invoiced at a cost determined by TOTAL.

ARTICLE 4: PAYMENT

1) Electronic Prepaid Card

Payments drawn in favour of TOTAL or direct transfer to TOTAL's account or such account as nominated by TOTAL are acceptable modes of pre-payments for the authorized products and services as printed on the CARD and requested by the CLIENT. The CLIENT must make sure that the funds deposited in TOTAL or such nominated accounts are sufficient, as no card shall be supplied on credit. In case of non-payments (bounced cheques or reversed payments for whatever reason), TOTAL shall automatically issue, with no need for a formal notice, a fine invoice and a penalty (which is available upon request) for each day of delay computed on the basis of a monthly rate of the amount of the unpaid bill. This penalty shall be modified at any time, with no need for an advance notice.

ARTICLE 5: TERMS OF THE CONTRACT

This contract is entered into for a specific term (cf. the date on the reverse side) and shall be tacitly renewed if neither party cancels it. It shall become effective as of the date of delivery of the CARDS to the CLIENT. Each party shall have the right to cancel this contract at any time, subject to informing the other party by written notice at least eight days before the effective date of the cancellation.

Since the CARDS shall remain the property of TOTAL, the termination of this contract for any reason whatsoever shall automatically require that the CLIENT return them to TOTAL and bar him from using them. If, upon expiry of the CONTRACT, the holder continues or tries to make use of the CARDS, he shall be subject to legal action and to the payment of damages.

ARTICLE 6: OBLIGATIONS AND LIABILITY OF THE CLIENT

All the CARDS shall be entrusted to the CLIENT personally. Consequently, his personal liability shall remain even if third parties use the CARDS.

The CLIENT alone shall be liable vis-à-vis TOTAL for the payment of any transactions made by means of his cards, even in the event of uses that do not conform to this contract. The CLIENT shall have the obligation to inform TOTAL in writing of any change of particulars (address, telephone numbers, fax, new card options).

ARTICLE 7: LOSS OR THEFT OF CARD (S)

In case of loss or theft of one or more CARD (S), the CLIENT shall be obligated to immediately notify such fact to TOTAL by telephone (during the business hours of TOTAL), subject to written confirmation to be sent by electronic mail at the head office.

However, the client shall remain liable, during the 48 business hours following the notice, for any transactions made by means of the lost or stolen CARD(S). Should the CLIENT fail to inform TOTAL, the CLIENT shall remain liable, and TOTAL shall be released from any liability subsequent to the loss and/or theft of the CARDS.

If a lost or stolen CARD is recovered, the CLIENT may not use it without making a request to that effect in writing and securing the approval of TOTAL.

ARTICLE 8: CANCELLATION OF CARDS

Should the CLIENT breach its contract obligations, TOTAL may put an immediate stop to the use of the CARD (S) held by the CLIENT. A CLIENT may ask in writing for the cancellation of one or more CARDS, which he must then return to TOTAL.

TOTAL may cancel and/or refuse to renew one or more CARDS held by the CLIENT. Such a decision, which must be notified to the CLIENT, shall take into account (without limitation) any significant modification of the CLIENT's financial position, (the absence or inadequacy of the security deposit and/or the bank guarantee), unpaid instalments, abnormal removals, supplies in excess of the maximum amounts authorized, etc.

ARTICLE 9: REVISION OF THE GENERAL AND SPECIFIC CONDITIONS

TOTAL may modify or supplement the terms of this contract in writing at any time. Modification of specific conditions shall also be notified to the customer in writing. Any withdrawal of PRODUCTS by the CLIENT after receiving said written document shall mean that the CLIENT accepts the new clauses of the contract.

ARTICLE 10: FORCE MAJEURE

TOTAL shall be exempted from liability in cases where failure to perform its obligations is caused by force majeure circumstances, which shall include other than the cases defined by the jurisprudence: wars, riots, events disrupting the supply of the refiners or the conditions of transportation, strikes or lockouts, legislative or regulatory provisions limiting the quantities available on the market or modifying the conditions of delivery or removal.

ARTICLE 11: JURISDICTION

Any dispute concerning the interpretation or performance of this contract shall be governed by the laws of the Republic of Liberia and shall be subject to the jurisdiction of the courts of law in Liberia.

The CLIENT shall be deemed to have accepted these Terms and Conditions once the CARD(S) are issued to the CLIENT.

READ AND APPROVED:

NAME

POSITION

SIGNATURE

NAME OF COMPANY

DATE