



Terms and Conditions Governing the Issuance and Use of the PETRON FLEET CARD



1. **THE PETRON FLEET CARD.** The Petron Fleet Card is the exclusive property of Petron Corporation and its privileges may be terminated by Petron Corporation any time and for whatever reason, in which case the Customer and/or Cardholder agrees to surrender the Petron Fleet Card/s upon receipt of a written notice of termination from Petron Corporation. The Customer agrees to hold Petron Corporation free and harmless from any claim for damages arising from such termination. For the purpose of this document, Customers and Cardholders may be interchangeably used to denote the party who availed of the Petron Fleet Card. The Customer agrees that purchases made by the Cardholders are valid and made in behalf of the Customer.
2. **CUSTOMER'S RESPONSIBILITY.** The Customer is responsible for all purchases made by the Cardholder nominated during account opening. The Customer shall be liable for all purchases made through the Petron Fleet Card including all interests and penalties, fees and other charges without the necessity of proof of signed transaction receipts.
- The Customer shall be responsible for and shall ensure that the Fleet Card Transaction Slip accurately reflects any and all purchases charged to the Fleet Card. In the absence of a disputed transaction report received from Customer stating the complete transaction details and circumstances of the dispute, the Fleet Card Transaction Slip shall be deemed as conclusive and binding.
- The Customer shall also be responsible for safely retaining the Fleet Card Transaction Slips. Any requests for copies of the Fleet Card Transaction Slips should be made within 30 days from the date of transaction/s, otherwise the same will no longer be accommodated by Petron. Customer agrees to examine its Statement of Account and to report any discrepancy immediately. If no error is reported in writing within 30 days from the statement due date, the Statement of Account shall be considered as conclusively correct.
- Customer shall be liable for the payment of all obligations or charges arising from the use of the Fleet Card, which are attributable to the fraudulent use of the Fleet Card by its employees.
3. **JOINING AND ANNUAL MEMBERSHIP FEES.** The Customer shall pay to Petron Corporation the Joining Fees and Annual Membership Fees for the privileges of membership and use of the Petron Fleet Card.
4. **EXPIRY AND RENEWAL OF THE PETRON FLEET CARD.** The Petron Fleet Card shall be valid from the day of issuance until voluntarily surrendered by the Customer or cancelled by Petron Corporation due to non-payment of outstanding purchases, interests or fees, or for whatever reason as may be deem necessary by Petron Corporation to cancel said cards.
5. **PURCHASE LIMITS.** Upon approval of the Customer's account, certain limits will be set based on the Customer's request vis-à-vis decision of Petron Corporation's approving officers. These limits are Frequency Limit per Day, Transaction Limit, Daily Limit and Monthly Limit. The Customer recognizes that the limits set on the Petron Fleet Card during account opening such as Frequency Limit per Day, Transaction Limit, Daily Limit and Monthly Limit are electronic system settings only and should not be the basis for the Customer's refusal to pay its outstanding obligations. The Customer agrees to pay all purchases made by its cardholders regardless whether said purchases go beyond the limits earlier set.
6. **LOSS OF PETRON FLEET CARD.** The Customer shall immediately report to Petron Corporation in writing if any card is lost or stolen. Customer shall be liable for all purchases made prior to receipt of the written notification by Petron. A reasonable replacement card fee shall be imposed.
7. **PAYMENTS.** The Customer shall receive a monthly billing statement from Petron Corporation and the Customer agrees to pay the amount due stated on or before the last day of payment indicated on said billing statement. Failure to pay the amount due on the payment date shall bear the appropriate late payment fee of 3% per month.
- Customer agrees to pay in full all the outstanding charges appearing on the monthly Statement of Account on or before the payment due date indicated in the Statement of Account. If the due date for payment falls on Saturday, Sunday or holiday, the payment due date automatically becomes the last working day prior to said payment due date. Petron reserves the right to suspend, cancel or terminate the use of Fleet Card or withdraw the privileges of the Cardholders in case any outstanding amount remains unpaid after payment due date.
8. **PARTICIPATING MERCHANTS.** Petron Corporation has contracted with selected Petron service stations and/or other establishments to honor Petron Fleet Customers. Petron Corporation shall not be responsible or liable to the cardholder, if for any reason, the card is not honored. The Customer's liability to Petron Corporation is absolute. The existence of any dispute or claim between the cardholder/s and the participating service station shall not affect the Customer's obligation to pay Petron Corporation of its outstanding obligations including penalties, interests or other charges thereon.

9. **COMPANY ACCOUNTS.** A company which applied for a Petron Fleet Card shall furnish Petron Corporation, together with a signed copy this application form, a board resolution authorizing for the application for the Petron Fleet Card and designation of an officer of the company to sign in behalf of the company. The officer of the company shall be jointly and severally liable together with the company to the amount due arising from the use of the Petron Fleet Card.
10. **SURETYSHIP.** All Customers with guarantors or surety shall be jointly and severally liable with those guarantors or surety. The Customer's spouse shall automatically be a surety who shall likewise be jointly and severally liable with the cardholder.
11. **DELINQUENCY.** In the event of delinquency, the Customer is liable to pay all charges, fees and other obligations incurred by using the Petron Fleet Card. In the event of any future delinquency, the Customer authorizes Petron Corporation to submit and/or include the Customer name in the database of any credit bureau or institution used for credit verification. Likewise, this Agreement binds the Customer's assigns, heirs, successors for the entire amount of the obligation.
- It is also expressly agreed that in the event Customer's non-payment of all charges, fees and other obligations incurred from the use of the Petron Fleet Card, Petron Corporation shall have the irrevocable authority to automatically set-off and apply without notice to the Customer, all the funds, salaries, credits, securities, moneys, and/or accounts receivable that are in the possession of Petron Corporation (and/or its mother company, San Miguel Corporation, and/or all of its affiliates and subsidiaries) and are due or owing to the Customer, as payment for the unpaid charges, fees and other obligations.
12. **CANCELLATION.** The Customer may voluntarily cancel their account through a written request of cancellation. In cases of cancellations, all cards must be surrendered to Petron Corporation. Likewise, all outstanding charges including fees, interests and penalties must be settled.
13. **CHANGES.** The Customer shall inform Petron Corporation in writing of any change in Billing Address, Civil Status (for individuals), or any other pertinent information regarding the account.
14. **LIMITATION OF LIABILITY.** In the event of any action which the Customer may file against Petron Corporation for any cause whatsoever, Customer agrees that Petron Corporation's liability shall not exceed the amount Pesos: Five Thousand Only (P5,000) or the actual damages suffered by the Customer, whichever is lesser.
15. **AMENDMENTS.** Petron Corporation may, at any time change or modify this Agreement for whatever reason it may deem proper and necessary.
16. **TRANSFER OF RIGHTS.** All rights and interests of Petron Corporation under this Agreement may be transferred or assigned to another party without the consent of the Customer, his surety or guarantors.
17. **CURRENCY.** All charges incurred by the Customer shall be billed and payable in Philippine currency.
18. **DISCLOSURE.** The Customer hereby consents to the disclosure of the Petron Fleet Card account to a third party and hold Petron free and harmless from any liability that may arise.
19. **SEPARABILITY CLAUSE.** The enforceability or validity of this Agreement whether in whole or in part, shall not be affected by the enforceability or validity, whether temporary or permanent, of any particular provision hereof because of restrictive laws, regulations, or judicial or administrative determinations obtained during any period hereof or for any other cause.
20. **DISPUTE RESOLUTION.** As much as possible, disputes shall be settled amicably between the parties. However, if it becomes necessary for either party to go to court to enforce its rights, hereunder, it is agreed upon that venue shall be the appropriate courts of Mandaluyong City, Metro Manila, to the exclusion of all other courts.
- The party not prevailing in court shall pay the other party a reasonable compensation for attorney's fees amounting to the actual expense of litigation but in no case lower than PhP25,000.00.
21. **OTHER PROVISIONS.** The provisions stipulated in this Agreement as well as those provisions included in other materials such as Transaction Slips, Welcome Letters, Welcome Kits and other related documents are made an integral part of this Agreement and they can be referred to whenever necessary.

It is agreed that the terms and conditions mentioned herein as well as other provisions mentioned above shall govern the use of the Petron Fleet Card covering the Customer and his/her/its cardholders.

Signature over Printed Name / Date signed
(Authorized Signatory)

Company Name

Account No.

