# NGV FUEL SALES CONTRACT

(Specific conditions of sale strictly for private individuals only)

Offer valid until: 31 / 03 / 2011

Surname:.....First name(s):.....
N°:..... Street:.....
.....
Postcode:..... Town:..... Country:.....
Tel.:..... Email :.....

Vehicle registration no.:..... Confidential pin number (for card) ☐☐☐☐ (Choose your 4 digit code)

**€ 1,212 inc VAT / kg** corresponding to **€ 0,945 inc VAT / $m^3$ (n)**
(conversion using a mass density coefficient of 0.78 kg / $m^3$ (n)).

Prices are revised in accordance with Article 6 of the NGV fuel general conditions of sale.

✓ **Choice of payment method** (tick the relevant box)**:**

- ☐ Direct debit (Only for customers resident in France)
- ☐ Bank transfer (GNVert Account number: IBAN: FR76 3000 3041 7000 0257 2922 345 BIC : SOGEFRPP)
- ☐ Cheque
- ☐ Cash (Correct amount only, in accordance with Article L112-5 of the French Monetary and Financial Code)

**I hereby state that I have received and unreservedly accept the NGV fuel general conditions of sale valid as of 01/01/2009, and declare that the information provided in this contract is accurate.**

In....., on.....

Customer signature:

**TO REGISTER YOUR REQUEST:**

1. Complete, date and sign the NGV fuel sales contract,
2. Enclose: **- bank details,**
   **- proof of address dated less than 3 months ago,**
   - **copy of a current identity document,**
   **- payment of a deposit of €50 for the access card.**

   Any incomplete application will not be considered.
3. Send the above information to the address given in the NGV fuel general conditions of sale.

✂ ----------

DIRECT DEBIT AUTHORISATION

I authorise my bank to debit from my account, subject to available funds, all amounts requested by the Creditor named below. Should there be any dispute with regard to a withdrawal, I may suspend it simply by requesting my Bank to do so. I will resolve the dispute directly with the Creditor.

| National Issuer N° |
|---|
| 457866 |

| Surname, first name(s) and address of account holder (your details) |
|---|
| |

| Details of bank holding the account to be debited (your bank) |
|---|
| |

| Account to be debited | | | |
|---|---|---|---|
| Bank | Branch | Account No. | RIB code |
| | | | |

| Name and address of Creditor |
|---|
| SAS GNVert<br>Central 1 - 410 Clos de la Courtine<br>93 194 Noisy-le-Grand Cedex |

Date: Signature:

# GNG SALES TERMS AND CONDITIONS

**GNVert SAS,** a simplified joint stock company with a capital of 10,700,000 euros, whose head offices are located at:

Central 1
410 Clos de la Courtine
93194 NOISY LE GRAND CEDEX.

Tel: 0810 00 12 24

**Preamble: applicable law**

All "Contracts" signed with GNVert, as defined in Article 1 following, shall be governed by French law

**Article 1. Purpose**

The purpose of these general conditions of sale, supplemented by the specific conditions of sale, together forming the NGV fuel sales contract (hereinafter the 'Contract'), is to determine the conditions for the sale of Natural Gas Vehicle fuel (hereinafter 'NGV fuel') to the Customer by GNVert at its publicly accessible stations.

**Article 2. Distance selling and right of withdrawal**

In the case of distance selling, the Customer has a right to withdraw, in accordance with Articles L 121-16 et seq. of the French Consumer Code, and may terminate the contract in writing, by registered post with acknowledgement of receipt, to GNVert's head office address within seven (7) clear days of accepting the offer.

**Article 3. Supplying NGV fuel**

The NGV fuel is supplied at a nominal pressure of 200 bars *(defined as a temperature of 15°C)* and this forms the delivery pressure. It is in line with the specifications laid down by the applicable regulations.

GNVert provides the legal guarantees of sale. For more information on NGV fuel, write to GNVert at the address above.

The Customer's vehicle must be equipped with a NGV1 fuel connection and steel or composite tanks with a maximum operating pressure of at least 200 bars.

The Customer takes full responsibility for filling his vehicle.

The Customer undertakes to follow the safety and filling instructions displayed in the stations, as well as the traffic rules for each of the sites.

The Customer declares that he has received a copy of the above-stated rules.

Should he fail to observe the above rules, act maliciously (abusive use of emergency numbers, abusive action in relation to emergency procedures, etc.) and/or cause wilful damage, GNVert reserves the right to cancel the Contract without notice by sending a registered letter with acknowledgement of receipt, first delivery of this letter and its date stamp being proof, without prejudice to the possibility of taking further legal action against the Customer.

**Article 4. Interruption of supply**

The Customer states that he has been informed and accepts that the supply of NGV fuel may be temporarily interrupted in the case of technical maintenance work or, more generally, if any problem should arise for which GNVert is not responsible.

GNVert may not be held liable due to this interruption

**Article 5. Access card**

GNVert will provide the Customer with the free loan of a card. The card is allocated only to the vehicle covered by the Contract and must under no circumstances be used for another vehicle.

A deposit of €50 which shall not give rise to any payment of interest, is required in exchange for this card.

The card will only be sent after the period noted in Article 2 has passed and the deposit is paid to GNVert.

The Customer takes full responsibility for use of this card and for its confidential pin number, which must not be disclosed.

The card, placed in the custody of the Customer, remains the sole, non-transferrable and non-seizable property of GNVert, which may replace it at any time, in case of noted failure or as part of technical or commercial developments.

If there is a failure, the Customer must return the card to GNVert, which will replace it.

The Customer is required to inform GNVert of the loss or theft of the card, by registered post with acknowledgement of receipt.

The Customer will be charged €50 inc. VAT for a replacement card.

Should the Contract be terminated, the Customer shall return the card in his possession no later than 30 clear days following termination.

Return of the deposit is subject to the return of the corresponding card by the Customer.

Where appropriate, this amount shall be reduced by the cost of any consumption within the Contract in question not yet paid as of the date of its return.

Should the card not be returned within the given time, the corresponding deposit shall be forfeited to GNVert and any outstanding sums due not deducted from this amount.

**Article 6. Price of NGV fuel**

The NGV fuel will be invoiced in euros, including VAT, per unit of volume (m3 (n)) or weight (kg).
The mass density used for conversion is set by regulatory means at 0.78 kg / $m^3$ (n).

The price of NGV fuel as of the date of signing the Contract is given in the specific conditions of sale.

The price indicated in the specific conditions will be updated over the course of the Contract by sending a letter to the Customer's address indicating the new pricing structure.

The Customer will then be free to terminate the Contract under the conditions given in Article 9 of these NGV fuel general conditions of sale.

Should the Customer sign the Contract and fail to use any NGV fuel during the six months following provision of the card, the Contract shall be terminated by GNVert and the deposit forfeited to GNVert to cover administrative costs.

**Article 7. Invoicing and Payment**

The amounts of NGV fuel supplied shall be invoiced to the Customer quarterly.

In case of termination, an invoice for outstanding consumption uninvoiced at the time of termination shall be sent to the Customer.

The payment of sums due shall be made by the Customer within 15 days of receiving the invoice. No discounts will be given for early payment.

The Customer may choose his method of payment: direct debit, bank transfer, cheque or cash. The Customer shall in all cases provide bank details (RIB) to GNVert.

Any delay in payment shall give rise, after notice to pay, to the application of interest at the legally-established rate.

In addition, GNVert may, in the case of a payment delay of more than one week following notice by registered post with acknowledge of receipt, cease all supply of NGV fuel by deactivating the card, until payment in full of the amount outstanding plus interest has been received.

This one-week period begins on first delivery of the letter, the date stamp being proof of this.

**Article 8. Duration of Contract**

The Contract is signed for an indefinite period.

**Article 9. Termination**

The Contract may be terminated at any time by either the Customer or GNVert, by registered letter with acknowledgement of receipt giving 8 days' notice, the date of first delivery of the letter and its date stamp being proof of this.

**Article 10. Personal data**

In accordance with the French Data Protection Act of 6 January 1978, the Customer has a right to access information concerning him as well as a right to amend or delete this information. To exercise this right, he should simply send a letter to GNVert's head offices for the attention of the 'Development Department' specifying his name, surname and card number.