**Coral Croatia d.o.o.**

Pere Budmanija 5

10000 Zagreb

Personal Identification Number (OIB): 72594208197

**GENERAL TERMS AND CONDITIONS OF CORAL PASS FLEET AND CORAL PASS FLEET PREPAID CARDS SERVICES**

These General Terms and Conditions of Coral Pass FLEET and Coral Pass FLEET PREPAID Cards Services (hereinafter: General Terms and Conditions) are used for the purpose of defining the purchase of goods and services using Coral Pass FLEET Cards and Coral Pass FLEET PREPAID Cards (hereinafter collectively referred to as: the Cards) at petrol stations of Coral Croatia d.o.o., Pere Budmanija 5, 10000 Zagreb, Croatia, Personal identification Number (OIB): 72594208197 (hereinafter: Coral) in the territory of the Republic of Croatia. These General Terms and Conditions, with all amendments, form an integral part of the Coral Pass Cards Business Agreement referred to in point 1.1 of these General Terms and Conditions. Coral reserves the right to change these General Terms and Conditions at any time. It is considered that the amendments to the General Terms and Conditions are known to the Buyer and the Card User from the day when their amendments are published on the website www.coralenergy.hr

There are two subtypes of Coral Pass cards, i.e. Coral Pass cards can be issued as Coral Pass FLEET Cards or as Coral Pass FLEET PREPAID Cards. These General Terms and Conditions regulate the issuance and use of Coral Pass FLEET Cards and Coral Pass FLEET PREPAID Cards.

**CORAL PASS FLEET CARD and CORAL PASS FLEET PREPAID CARD**

Coral Pass FLEET Cards and Coral Pass FLEET PREPAID Cards are intended for legal entities, craftsmen and natural persons who are self-employed and who need to purchase petrol:

1. with deferred payment (Coral Pass FLEET Card) with an agreed limit on the basis of collateral; or
2. with advance payment (Coral Pass FLEET PREPAID Card);

with the benefits of approved discounts per litre of purchased fuel, depending on annual consumption.

Coral Pass FLEET Cards and Coral Pass FLEET PREPAID Cards are herein collectively referred to as: the Cards or Coral Pass Cards.

**1. CARD ISSUANCE**

1.1. A legal entity, a craftsman and a natural person with a registered independent activity can become the Buyer, if he/she meets the conditions for issuing the Card as determined by Coral and who concludes a Coral Pass Card Business Agreement with Coral (hereinafter: the Agreement). A Coral Pass Card Business Agreement may be entered into, depending on the subtype of the Card issued to the Buyer and payment method granted to a specific Buyer by Coral, as: a) Coral Pass FLEET Cards Services Business Agreement, or b) Coral Pass FLEET PREPAID Cards Services Business Agreement.

1.2. Coral enters into an Agreement with the Buyer and issues the Card on the basis of a correctly completed Coral Pass Card Application Form (hereinafter: the Application Form). In the Application Form, the potential Buyer indicates whether he/she proposes the issuance of a Coral Pass FLEET Card or a Coral Pass FLEET PREPAID Card.

1.3. The Buyer guarantees the accuracy of the data submitted to Coral and by sending the completed Application Form allows Coral, either directly or to any of their employees, members of their bodies or any other person acting or acting for or on behalf of Coral to verify submitted data with competent institutions or use the data for purposes associated with the use of the Card (which includes, but is not limited to, the collection, storage, recording, organization, use, insight, exchange and transfer of data).

1.4. Upon the fulfilment of all conditions for the issuance of the Card and upon mutual signing of the Agreement, Coral issues the Card/Cards to the Buyer and delivers them to the Buyer via registered mail or in person, with the signing of the delivery log. Immediately upon receipt of the Card, the Buyer is obliged to inform Coral in writing about a possible error, i.e. inconsistency between the data stated on the Card with those stated in the Application Form. If he /she fails to do so, it is considered that he/she agrees with the data stated on the Card, and after using the same, the Buyer is not entitled to subsequent complaints.

1.5. All conditions for issuing the Card are autonomously determined and assessed by Coral, and Coral are authorized, without any explanation and/or responsibility towards the persons requesting the issuance of the Card, to refuse the same request, in their sole discretion.

1.6. The Buyer is a legal entity, a craftsman or a natural person who performs a registered independent activity to whom Coral issues a Card. In addition to the Buyer, the Card User is any person employed by the Buyer, and to whom the Buyer has allowed the use of the Card. The Buyer is fully responsible for any use of the card by any person and is obliged to ensure the proper use of the Card and the prevention of misuse. Coral is not liable if any person uses the Card without or over the authorization and/or approval of the Buyer, i.e. Card use is the sole responsibility of the Buyer.

**2. GOODS AND SERVICES**

2.1. The Card allows the Buyer cashless purchase goods and services at all Coral Croatia d.o.o. petrol stations in the territory of the Republic of Croatia, in accordance with the permitted category of purchase of the Card. Purchase is possible only and exclusively with the physical presence of the Card, and without the physical presence of the Card, registration of a transaction is not possible.

2.2. For each individual Card, the Buyer chooses the purchase range option (Card category) which determines the type of goods and services that can be realized with each Coral card. Coral autonomously determines and assesses the request, i.e. whether to authorize the issuance of the Card to the Buyer and the desired purchase category; and Coral are authorized to reject the Buyer’s request in full or to assign, i.e. approve to the Buyer one of the lower purchase categories of the Card, in accordance with their own discretion. Depending on the assigned purchase category of the Card, the following types of goods and services can be purchased with each Card:

* Purchase category 1 – allows the purchase of diesel fuel,
* Purchase category 2 – allows the purchase of all types of fuel and the purchase of vignettes and toll prepayment,
* Purchase Category 3 – provides the same range of services as Purchase Category 2, with the additional possibility of using a car wash, purchase of car window cleaning fluids, distilled water, oils and lubricants, antifreeze, car cosmetics and car parts;
* Purchase category 4 – allows you to purchase the entire range at petrol stations, except for mobile services vouchers, Air Cash and Pay Safe;;
* Purchase category 5 – allows you to purchase the entire range at petrol stations.

2.3. Any potential Buyer’s special purchasing, i.e. commercial conditions are defined by Coral, of which the Buyer will be notified in writing. Such special conditions shall remain in force until Coral's decision to revoke them or until a decision is made on new special purchasing or commercial conditions.

2.4. Coral reserves the right to change the types of available goods and services, of which the Buyer will be notified in a timely manner.

2.5. The Card cannot and must not be used for cash withdrawals.

2.6. Delivery of goods and provision of services performed at Coral Croatia d.o.o. petrol stations is performed in the name and on behalf of Coral.

2.7. In case of force majeure, i.e. the decision of the competent body, Coral Croatia d.o.o. employees are not obliged to provide the Buyer with the required types, i.e. quantities of goods and services.

2.8. In all cases of force majeure that prevents or impedes Coral from fulfilling their obligations or makes it significantly more difficult for it, Coral shall not be liable for failure to fulfil their obligations due to the circumstances. In such cases, Coral is authorized not to provide the service or to provide it under modified conditions, depending on their capabilities and at their own discretion. Force majeure, for the purposes of these General Terms and Conditions and the Agreement, is considered to include, but not be limited to, individually and/or in combination: natural disasters, fires, floods, storms, war and military operations, civil unrest, blockades, embargoes, strikes, boycotts or other industrial disturbances, malfunctions of the service or transport network, prohibitions and/or measures of state authority, epidemics and all other circumstances beyond the control of Coral (“Force Majeure”).

**3. CALCULATION, PRICES and PAYMENT**

3.1. When purchasing goods or services, the User identifies himself with a card and PIN, which confirms the receipt of goods or services. A petrol station employee issues a signature sheet as a confirmation of the completed transaction. One copy of the signature sheet remains with the Buyer for account control, while the other is retained at the Coral point of sale. The basis for the calculation of goods and services are the prices valid at the point of sale on the day of purchase of goods, i.e. the day of provision of services. Coral performs calculations for sold goods and services provided at Coral Croatia d.o.o. petrol stations in the Republic of Croatia twice a month, i.e. for sales made from the 1st to the 15th day of the month and, for sales made from the 16th to the last day of the calendar month. Coral will issue an invoice to the Buyer on the last day of the billing period. In addition to a printed invoice, Coral may issue an invoice in electronic form to the Buyer and send it to the Buyer’s electronic address provided by the Buyer in his/her data via the e-invoice service. In the event that the Buyer does not agree with such method of receipt of the invoice, he/she must notify Coral in writing via registered mail within 8 days from the date of receipt of the first invoice in electronic form.

3.2. The basis for the calculation of goods and services are the valid prices at a Coral Croatia d.o.o. petrol station on the day of purchase of goods, i.e. on the day of provision of services.

3.3. The Buyer is obliged to pay the invoice issued by Coral in accordance with point 3.1 of these General Terms and Conditions by making a payment into Coral’s transaction account within the maturity date specified on the invoice. In case of late payment, the Buyer is obliged to pay legal default interest. In the event of a late payment by the Buyer, Coral will account for the payments received in accordance with the provisions of the Civil Obligations Act relating to the order of accrual.

3.4. If the Buyer fails to settle any debt to the Seller under the Agreement and falls into arrears on any invoice issued under the Agreement, then all Coral receivables from the Buyer shall be due immediately, regardless of whether or not Coral are authorized to initiate appropriate proceedings against the Buyer, including, but not limited to, enforcement proceedings against the Buyer and/or activation of collateral for all claims against the Buyer under the Agreement and/or on any basis. If funds in the Buyer’s account are blocked for any reason during the term of the Agreement, Coral are authorized, regardless of the above items and regardless of the payment currencies specified in the invoices, to make all obligations of the Buyer due and pursue enforced recovery.

3.5. The Buyer is obliged to notify Coral of any change in the data that is important for the correct issuance of the invoice, within three working days of the change, especially the change of company name, address, VAT identification number and vehicle registration number. In addition, the Buyer undertakes to notify Coral within three working days of receiving the invoice in writing of possible errors or irregularities in the invoice related to changed Buyer’s data, the change of which the Buyer did not notify Coral in a timely manner. If the Buyer fails to fulfil this obligation and Coral incurs costs, in particular due to the payment of taxes, default interest and other expenses, Coral has the right to demand reimbursement of these costs from the Buyer in full. In connection with the damage caused to Coral due to incorrect invoices, the Buyer shall, if the incorrectness of the invoice and the resulting damage can be attributed to the fact that the Buyer has not fulfilled his/her obligations in accordance with this clause 3.5 of the General Terms and Conditions, be fully liable for damages and costs incurred and shall pay Coral for all costs and damages incurred as a result, as well as exempt Coral from all current or possible future court/notary or proceedings before bodies governed by public law (bodies with public authorities).

3.6. The Buyer shall submit complaints related to the use of the Card, payment or purchase of goods and services within 30 days of issuing the invoice in which the disputed purchase was calculated in writing to the address: Coral Croatia doo, Pere Budmanija 5, 10000 Zagreb, Croatia. The submission of the complaint does not release the Buyer from the obligation to pay the invoice and possibly the disputed cost. The Buyer is obliged to make complaints related to the purchase, i.e. lack of purchase of goods and services, at the point of sale.

**4. CARD USE**

4.1. The Card allows the Buyer to make purchases in accordance with the provisions of these General Terms and Conditions up to the amount independently determined by Coral.

4.2. “Credit limit” for Coral Pass FLEET Cards in terms of these General Terms and Conditions is the highest total unpaid value of the purchase of goods and services that the Buyer has the right to realize with the specified Card type. Coral has the right to set the credit limit independently, unilaterally and at their own discretion. Coral has the right to unilaterally change the credit limit at any time, if payments are not made on time and/or there is a deterioration in the creditworthiness of the Buyer. Any change in the credit limit to the Buyer becomes valid at the moment of Coral’s decision to change the limit. Coral undertakes to inform the Buyer about the change of the limit in writing as soon as possible. If the Buyer exceeds the credit limit that has been determined or changed in accordance with these General Terms and Conditions or reaches the credit limit, Coral has the right to refuse the Buyer further sale of goods or services. In addition, Coral has the right to request and accept appropriate precautionary measures with regard to claims, such as requesting additional payment security. Coral is not liable for possible damages incurred to the Buyer or third parties due to Coral’s refusal to sell goods or services in accordance with these General Terms and Conditions.

4.3. The Coral Pass FLEET PREPAID card allows the Buyer who uses cashless payment for the purchase up to the amount of the advance paid by the Buyer.

4.4. “Security limit” in terms of these General Terms and Conditions is a limit on the daily or monthly allowed amount and/or number of purchases using the Card, which the Buyer has the opportunity to define for each of the cards issued to him/her. The Buyer is obliged to inform Coral if he/she wants to change the security limit in writing at least 12 hours before the next purchase, and Coral are not obliged to change the “security limit” based on a phone call.

4.5. Coral has the right to block the Card or all of the Buyer’s Cards at any time without prior notice in the event of suspicion of misuse or fraud, with Coral not covering any costs incurred by the Buyer as a result of blocking the Card.

4.6. The Card is not transferable and can only be used by the Buyer or his/her employee as a Card User. At the Buyer’s request, in addition to the name of the company, the registration plate of the vehicle for which the Card is issued and the name and surname of the Card User may be indicated on the Card. A Card issued to a vehicle registration plate is valid only and exclusively for a vehicle with a registration plate that corresponds to the registration number indicated on the Card, or if the registration number is not indicated on the Card, for a natural or legal person indicated on the Card. Employees of Coral Croatia d.o.o. petrol station that accepts the Card are authorized, but not obliged, to check whether the registration number of the vehicle listed on the Card matches the registration number of the vehicle in which the fuel was poured and in case of discrepancies, employees are authorized to refuse payment by Card and keep and reclaim the Card.

4.7. With the Card(s), within 48 hours, the Buyer receives a PIN code for identification and acceptance of each Card. The PIN is a personal secret identification number known only to the Buyer and the Card User who uses it for identification at the POS terminal at the point of sale. The Buyer undertakes to confirm purchases with the Card with a secret PIN code, and the Buyer undertakes to keep the PIN number secret and to transfer this obligation to other Card Users. The PIN code must not be stated on the Card and the Buyer and/or the Card User are obliged to keep it separate from the Card. The Buyer is responsible for any use of the card that is illegal and/or not in accordance with the Agreement. The PIN is the exclusive and unambiguous confirmation of the transaction and the PIN entered correctly by the Buyer or the Card User when paying with the Card means that the payment or purchase was made by the Buyer or his/her authorized person and therefore all obligations related to such purchase are transferred to the Buyer notwithstanding the remaining provisions of these General Terms and Conditions. Upon receiving the Card, the Buyer is obliged to ensure the proper use of the Card in accordance with these General Terms and Conditions, especially that no unauthorized person uses the Card, and that all persons authorized to use the Card use it in accordance with the Agreement and these General Terms and Conditions. All risks associated with the use of the Card fall on the Buyer from the moment Coral issues and hands over the Card, so the Buyer is always responsible for the use of the Card and for use that is not in accordance with the Agreement or misuse of the Card. Any use of the Card by an unauthorized person shall be considered use by the Buyer and the Buyer shall be responsible for such use and all risks shall be borne by the Buyer. In case the Buyer forgets the PIN or enters the wrong PIN three times in a row, it will no longer be possible to use the Card without a new PIN. The request for the issuance of a new PIN is submitted by the Buyer via E-mail: card@coralenergy.hr. After Coral verifies that the Card has not been misused, the Buyer will be issued a new PIN and Coral will deliver it to him/her via mail. For security reasons, the Buyer and/or the User is obliged not to write down the PIN with the Card or other documents, nor to leave it in visible, accessible places such as a car, hotel room, changing room etc. The Buyer and/or the User is obliged to keep the Card away from heat sources and magnetic fields and to check after each purchase whether the returned Card is really his/hers. The Buyer and/or User is obliged to keep Coral contact information in order to report the loss of the Card in a timely manner. Any issuance of a new Card, which is a consequence of non-compliance with these Instructions by the Buyer or the User, is at the expense of the Buyer.

4.8. When making a purchase at the point of sale, the Buyer or the User of the Card will be presented with a signature sheet that the Buyer or the User of the Card keeps for his/her own records. The quantity and value of the goods is specified on the signature sheet, and the Buyer, i.e. the Card User, enters the PIN code to confirm the purchase of goods and/or services by type and quantity. Before entering the PIN code, the Buyer, i.e. the Card User, is obliged to check the type and quantity of the purchased goods, i.e. the services performed at the point of sale. For payments confirmed by the PIN code, Coral Croatia d.o.o. petrol stations that accept the Card are not obliged to provide the Buyer, subsequently at his/her request, with additional evidence of the transaction on the basis of a copy of the payment receipt, or on the basis of a copy of a signature sheet. When automatic payment for the purchased goods or services with an otherwise valid Card is not possible for any reason, the point of sale may issue a replacement confirmation of the transaction, and by signing it the Buyer, i.e. the Card User, confirms the transaction and purchase of goods and/or services by types and quantities. Each Buyer, i.e. the Card User, must sign such a replacement certificate and keep a copy for records. Coral Croatia d.o.o. petrol stations that receive the Card are not obliged to subsequently provide the Buyer with additional evidence of the transaction on request based on a copy of the replacement certificate.

4.9. Coral reserves the right to form the so-called “Stop list” of issued cards, which, in their estimation, will include all the Cards whose users do not settle due obligations, i.e. all the Cards for which for any reason there is a suspicion of misuse of the Card, as well as all the Cards for which Coral independently assesses that the use of the Card could jeopardize the payment after using the same. With the cards included in the “stop list”, payment for goods and services at points of sale will be disabled, and the point of sale employees have the right, but not the obligation, to reclaim such a card when it is attempted to be used. Coral has the right to charge the cost of unblocking the Buyer and the associated Cards in accordance with the Decision on Service Fees.

4.10. The Buyer is obliged to immediately inform Coral on the loss or theft of the Card by calling 0800 5771, and subsequently as soon as possible via e-mail: card@coralenergy.hr, provide the card number and place and time of loss. In this case, the User's liability for lost or stolen card ends the moment the Buyer blocks the card on the web application for the administration of Coral cards or when he /she notifies Coral by phone. The Buyer will receive access to the Card application web application from Coral when issuing the Card. After the Buyer notifies Coral of the loss or theft of the Card using the aforementioned methods, the Card will be placed on the “stop list”, which will prevent its further use.

4.11. In the event that the Card is used by the Buyer or the User in a manner that is not in accordance with these General Terms and Conditions and the Agreement, all costs incurred by such use of the Card shall be borne by the Buyer and the Card User. In case of non-compliance with the provisions of the General Terms and Conditions and the Agreement by the Buyer/User and the point of sale, the Buyer/User and the point of sale shall be liable for the costs incurred by such use of the Card for all Coral claims arising from “joint” use of the Card, as well as for any damage caused by such use of the Card.

4.12. The Card is valid until revoked by Coral. Both parties may terminate the contractual relationship in writing, at any time and for any reason, by registered mail, subject to a 30-day notice period. In addition, Coral may terminate the contractual relationship for important reasons, primarily due to misuse of the Card, late payment or payment difficulties, but also other important reasons, at any time in writing without the obligation to comply with the notice period, and block the Card(s) from that moment. Coral also has the right to immediately block the Card if it can be concluded from the manner and scope of use of the Card that the use of the Card is not in accordance with these General Terms and Conditions.

4.13. The Card is the property of Coral for the entire duration of the business relationship and ceases to be valid upon termination of the contractual relationship and/or revocation or blocking of the Card. In these cases, the Buyer is obliged to return the Card to Coral immediately. Coral has the right, in the event that the Buyer fails to fulfil his/her obligation to return the Card, to immediately block the Card and, at the Buyer's expense, inform their petrol stations that the Card is no longer valid.

4.14. The Buyer undertakes to use the Card only as long as timely payment is ensured. In case of late payment or non-payment, or if in Coral's opinion the payment is not ensured, any further use of the Card is contrary to the Agreement and any further use is prohibited.

4.15. If the Buyer is late with the payment, Coral has the right to refuse to accept the Card(s) and without prior notice, immediately block the Card(s) and notify all their petrol stations; in addition, in case of late payment, the Buyer must pay default interest, the amount of which is determined by applicable regulations and reimburse Coral for all costs of out-of-court or court attempts to collect claims, costs of payment notices, legal fees and agency costs pertaining to obtaining information on the Buyer’s creditworthiness, i.e. all other costs that may arise from this circumstance.

4.16. In case of late payment by the Buyer, Coral is authorized to warn the Buyer by using one of the following methods: by sending a message to the e-mail address of the Buyer’s contact person, written reminder sent by fax or registered mail with proof of delivery. If the warning is sent by registered mail with a proof of delivery, the delivery address to the buyer is an address specified by the buyer in the Application Form or an address subsequently delivered to Coral; if such a postal item is returned undelivered, the Buyer shall be deemed to have received the warning on the day of sending the item.

4.17. If the buyer upon receipt of the warning from Art. 4.16 fails to pay all his/her due obligations in addition to statutory default interest within 48 hours, Coral is authorized, in addition to prohibiting the use of the card, to use forced recovery against the buyer, using all means of payment security and all other legal options for the purposes of collecting all due and outstanding obligations.

4.18. The Buyer/User may not use more than one type of Coral Card when making a purchase.

 **5. CORAL PASS FLEET PREPAID CARD – specific provisions**

5.1. Coral is authorized to unilaterally revoke and deactivate every Coral Pass FLEET PREPAID Card issued to the Buyer that contains no funds and on which no turnover was recorded within 12 months at Coral Croatia d.o.o. points of sale and are obliged to inform the buyer of the same.

1. **COMPLAINTS**

All possible complaints about the goods issued, services delivered or data on a signature sheet, noticed during the purchase, the Buyer and/or the User is obliged to resolve prior signing a signature sheet and leaving the point of sale. The costs of the procedure for determining the justification of reporting defects in goods and/or services shall be borne jointly by the Buyer and the User. In the procedure of determining the defect, only samples from the original packaging or samples taken at the place of delivery of goods with the presence and signature of a person authorized by the seller (minimum two sealed samples, one for the Buyer/User, the other for Coral). To resolve the dispute regarding deficiencies in the quality of goods – petroleum products, an analysis performed by a company authorized to perform the activities of the subject control, according to a sample taken from the seller's point of sale, is relevant. Quality analysis is carried out at the proposal and at the expense of the Buyer. The complaint does not delay the payment of the received goods and services.

1. **PERSONAL DATA EXCHANGE AND PROCESSING**

In the execution or on the occasion of the execution of the service related to the Card, there may be an exchange and processing of personal data in the sense of Regulation (EU) 2016/679 of 27 April 2016 (hereinafter: the General Regulation or the GDPR). In order to protect personal data in accordance with the General Regulation and applicable laws and regulations (hereinafter: the Other Regulations), Coral are obliged to apply appropriate technical and organizational measures to ensure that personal data are processed in accordance with the General Regulation and Other Regulations and that the method of processing ensures the protection of the rights of persons whose personal data are processed (hereinafter: the Respondents).

DATA CONTROLLER: Coral Croatia d.o.o., Pere Budmanija 5, 10000 Zagreb, Croatia, Personal Identification Number (OIB): 72594208197

Personal Data Protection Officer contact details:

E-mail: dataprotect@coralenergy.hr

With regard to the processing of personal data (if applicable) and all matters related to the GDPR (such as, but not limited to the collection and processing of personal data, purposes of processing, security of personal data, your rights, etc.), please read our Privacy Policy on our website www.coralenergy.hr/services/online-privacy-policy/, or you can ask for our Privacy Policy at our headquarters every work day during business hours.

**8. FINAL PROVISIONS**

8.1. The Buyer is obliged to immediately inform Coral about all changes related to his/her company, to the Buyer personally, or to the Buyer's vehicle, to a change of seat or residence, change of registration plates, and any other personal, status-legal or other changes that affect the relationship in connection with which the Card was issued.

8.2. In the event that an individual provision in these General Terms and Conditions becomes invalid, all other provisions remain valid and unchanged. Coral undertakes to replace the invalid provisions with legally valid ones.

8.3. The place for purchasing all goods and services during which the User can obtain benefits provided by the Card are Coral petrol stations in the Republic of Croatia.

8.4. For possible disputes that could arise from the use of the Card, the competent court in Zagreb has exclusive jurisdiction.

8.5. These General Terms and Conditions enter into force on 1 August 2021 and are valid until the issuance of the new General Terms and Conditions of Coral Pass Fleet and Coral Pass Fleet Prepaid Cards Services.