

1. INTERPRETATION

"Account Holder" shall mean the organisation or individual named as the applicant for an InterOil Customer Account.

"Authorised User" shall mean any person authorised by the Account Holder to use a Fuel Card issued to the Account Holder.

"Fuel Card" shall mean the card issued by InterOil to the Account Holder.

"Lubricants" shall mean such automotive lubricant products which are commonly sold at service stations

"Motor Fuels" shall mean Unleaded Motor Spirit and Diesel.

"Nominated Premises" shall mean 1) any service stations nominated by InterOil to accept Fuel Card for purchases; and 2) any other premises nominated by InterOil to accept Fuel Card.

"Nominated Vehicle" shall mean a vehicle nominated by the Account Holder for which a Fuel Card is issued.

"Nominated Person" shall mean a person nominated by the Account Holder for which a Fuel Card is issued.

"Purchase Limitation" shall mean the product or products nominated by the Account Holder that each issued Fuel Card is authorised to purchase

"IPL Retail Monthly List Price" shall mean the posted sale price on the pump at the time of the sale as approved by the PNG governing authority, the ICCG.

"Customer Account Application Form" shall mean the form which InterOil requires the customer to complete and submit for consideration of credit facilities prior to the issuance of any Fuel Card(s).

"InterOil" shall mean InterOil Products Limited.

2. THE INTEROIL FUEL CARD

The Fuel Card(s) is issued by InterOil for person(s) and vehicle(s) nominated by the Account Holder. You are responsible for the Fuel Card at all times and for the use of the Fuel Card(s) by any Authorised User(s) and for ensuring the Authorised User(s) understand these Terms and Conditions. Where applicable, references to "you" in these Terms and Conditions will include "your" Authorised User(s).

The Fuel Card must be endorsed with the registration number of the vehicle identified on the card and or the signature of the person named on the card, in the relevant space provided on the Fuel Card. By endorsing the card or using it, you and any Authorised User agree to be bound by these Terms and Conditions.

The Fuel Card remains the property of InterOil at all times. InterOil may at any time, require the return of the Fuel Card and you agree to return it when InterOil asks for it.

3. USE

The Fuel Card may be used to purchase Motor Fuels and Lubricants from Nominated Premises. It cannot be used to obtain cash, any cash equivalent, or cash for the refund of a product or service.

You are responsible for the Fuel Card at all times and for ensuring that only you and your Authorised User(s) use the Fuel Card.

It is your responsibility to ensure that you or your Authorised User(s) do not breach any Purchase Limitation that you have agreed with InterOil. You are responsible for the payment to InterOil of any purchase which is in breach of a Purchase Limitation.

You are responsible for the payment to InterOil for all your Fuel Card purchases including any unauthorised use, misuse or fraud with a Fuel Card where InterOil has not received your written advice in accordance with clauses 11, 12 and 14.

When a Fuel Card transaction is processed via electronic card reader equipment it is agreed that the existence of the transaction is conclusive evidence that your Fuel Card was present at the time of the transaction, it was processed in the electronic card reader equipment, the Motor Fuel quantity details are correct, and the product purchased and any costs are to be charged by InterOil to your Customer Account. A transaction receipt is printed by the electronic card reader equipment and issued to you.

For non-electronic card reader transactions it is your responsibility to ensure the issued sales docket correctly records the product, quantity of product, price, and other details of the purchase.

By signing the sales docket provided at the time of the transaction, you will have authorised the product purchase and any costs to be charged by InterOil to your Customer Account. You are responsible for ensuring that you and your Authorised Users retain copies of Fuel Card transaction receipts and sales dockets. Furthermore, InterOil will not provide copies of transaction receipts or sales dockets if requested to do so, unless at InterOil's total discretion there is clear evidence to suggest that there has been misuse or fraudulent use of a Fuel Card.

4. NOMINATED VEHICLE

You can request from InterOil a Fuel Card for a nominated vehicle for which purchases are to be made. The Fuel Card will be embossed with the vehicle registration. You must ensure that this card is only used for that nominated vehicle.

All reasonable care will be taken by the operators of Nominated Premises to check that the Fuel Card is being used correctly for the nominated vehicle.

You are required to provide the vehicles current odometer reading to the operator of the Nominated Premises at the time of the purchase transaction.

5. NOMINATED PERSON

You can request from InterOil a Fuel Card for a Nominated Person which allows that person to make purchases for any vehicles. The Fuel Card will be embossed with the person's name and it must be endorsed with the same person's signature prior to the Fuel Card being presented for use

You must ensure that only the Nominated Person uses the Fuel Card.

All reasonable care and attention will be taken by the operators of Nominated Premises to check the identity of the Nominated Person and vehicle to ensure the Fuel Card is being used correctly.

6. PRODUCT PRICE

The price payable by you to InterOil for purchases using Fuel Card shall be:

(a) for Motor Fuels, the IPL Retail Monthly List Price applying at the time of purchase at the location in which the Nominated Premises is situated.

(b) for Lubricants, the retail price charged by the Nominated Premises at the time of the purchase, as detailed on the transaction receipt or sales docket.

7. CHARGES

InterOil may impose charges in respect of Fuel Card use which may include, but is not limited to, a fee on each Fuel Card transaction, a fee for the issue of a Fuel Card, and a fee for the replacement of a Fuel Card. A schedule of fees and charges is available from InterOil on request or can be viewed on our web site (www.interoil.com). You will also be required to pay any Government duty or tax.

8. PAYMENT

Payment to InterOil of the Customer Account is in accordance with the InterOil General Terms and Conditions which is available on our website: www.interoil.com or by calling 309 9400 and requesting a copy.

9. REPORTS

InterOil will provide you each month with a transaction report called a 'Fleet Control Report' detailing all your Fuel Card purchases processed by InterOil in the previous month. This report is a valid Tax Invoice for GST purposes, and must be paid in full in accordance with Clause 8.

10. LIABILITY

InterOil is not liable for the actions of any Nominated Premises or any product sold by the Nominated Premises. InterOil is also not liable for any fault with the Fuel Card, the electronic card reader equipment which processes the Fuel Card transaction or any automatic facility.

11. CANCELLATION & TERMINATION

You may cancel any Fuel Card which you no longer require by returning it with written notice of cancellation, to InterOil. Your Customer Account will be charged with any product purchases for that Fuel Card, up to the time InterOil receives the cancelled card. Your Customer Account will remain active for any other Fuel Cards you may have.

You may close your Customer Account by giving InterOil fourteen (14) days written notice and returning all Fuel Cards issued to you. Before returning any Fuel Card to InterOil, you must cut it in half.

InterOil will not be liable to you for any unauthorised use, misuse or fraud with a Fuel Card where InterOil has not received your written notification of cancellation and the returned Fuel Card.

InterOil may suspend the use of some, or all, of your Fuel Cards, or close your Customer Account without notice if you do not comply with any of these Terms and Conditions, or if you fail to pay your debt to InterOil. In other cases, InterOil may close your Customer Account by giving you seven (7) days notice.

12. LOSS OF CARD

If any Fuel Card is lost, stolen or misused, you must notify InterOil immediately and request cancellation of the Fuel Card and confirm the notification in writing to InterOil within 24 hours. You will not be liable for any unauthorised transaction of the Fuel Card made after written notification is received by InterOil.

InterOil will not be liable to you for any transactions on your Fuel Card, including transactions arising from unauthorised use, misuse or fraud with a Fuel Card, whether by an Authorised User or anyone else, made prior to the time that InterOil receives your written notification requesting cancellation.

13. WAIVER

No waiver by InterOil of any breach or non-observance by you or your Authorised Users of any of these Terms and Conditions shall be or be construed as a general waiver. Any such waiver shall relate only to the particular breach or non-observance in respect of which it was made.

14. CHANGES AND NOTICES

InterOil may change any of these Terms and Conditions by giving seven (7) days notice. Any notices will be sent to your last known postal address or last known email address. A notice sent via email providing a link to the company's website and the latest InterOil Card Terms & Conditions is deemed to be a valid form of notice under this clause.

15. ASSIGNMENT

InterOil may assign this Agreement to any third party without requiring your prior consent.

You may not assign this agreement without the written consent of InterOil.

16. INTEROIL CONTACT

All Fuel Card communications, including notice of lost, stolen or cancelled Fuel Cards, are to be directed during normal PNG working hours to:

InterOil Products Limited, Card Services, PO Box 169, Port Moresby. Phone: 309 9400
Facsimile: 309 9697