



NATIONAL OIL SUPACARD APPLICATION FORM AND CONTRACT

(For National Oil use only) Customer Account No.

A. APPLICANT DETAILS

Name of Applicant (Individual/Company/Firm/ State Corporation/ Government Ministry)		<input type="text"/>	
PIN no:	<input type="text"/>	Registration /Incorporation No:	<input type="text"/>
ID No:	<input type="text"/>		
Address: P O Box :	<input type="text"/>	Town	<input type="text"/>
Code:	<input type="text"/>		
Tel / Mobile number	1. <input type="text"/> 2. <input type="text"/> 3. <input type="text"/>	Fax	1. <input type="text"/> 2. <input type="text"/> 3. <input type="text"/>
		Email	<input type="text"/>
First contact person	<input type="text"/>	Position	<input type="text"/>
		E-mail	<input type="text"/>
Second contact person	<input type="text"/>	Position	<input type="text"/>
		E-mail	<input type="text"/>
Business/Employer physical location: Name & Building	<input type="text"/>		
	Floor <input type="text"/>	Street /Road	<input type="text"/>
Business Type (√)	Limited liability company <input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>
	Partnership <input type="checkbox"/>	Other, Specify	<input type="text"/>
Nature of Business	<input type="text"/>		
Year of incorporation	<input type="text"/>	Paid-up Share Capital	<input type="text"/> KShs.
Annual turnover for the last 3 financial year)	Year	<input type="text"/>	KShs.
	Year	<input type="text"/>	KShs.
	Year	<input type="text"/>	KShs.
Parent company, if any	<input type="text"/>		
Names of Directors or Partners or Sole Proprietor	1. <input type="text"/> 2. <input type="text"/> 3. <input type="text"/> 4. <input type="text"/>		
Company banker(s) and branch(es)	1. <input type="text"/> 2. <input type="text"/> 3. <input type="text"/>	Account name & numbers	1. <input type="text"/> 2. <input type="text"/> 3. <input type="text"/>



B. CREDIT ANALYSIS

Please provide us with the following credit information:

- 1. Names of three Organizations form whom National Oil may seek references:

	Trade Reference Name, telephone number, postal & e-mail address.	Credit Limit, KShs.
1		
2		
3		

- 2. Names of Oil companies or petrol stations with whom you have existing credit facilities:

	Oil Company/Petrol Station	Credit Limit, KShs.
1		
2		
3		

- 3. A copy of your V A T and PIN certificates.
- 4. Current Audited books of account or Bank Guarantee.
- 5. A copy of your certificate of incorporation / registration/ Identity Card.

6.

Credit Limit Applied for (If applying for Post Paid Card	KShs.
Credit Period	Days:

Note: A security deposit or bank guarantee equivalent to double the credit approved for credit customers. You shall be advised if necessary. The bank guarantee mentioned in clause B4 above should be from a reputable bank and in the form approved by National Oil Corporation of Kenya.

C. DESCRIPTION OF CARDS, FEES AND CHARGES

The trading terms are 15 days from date of statement. All purchases must be paid monthly in full on receipt of the monthly statement of account and within the credit period, on or before the 15th of the following month or as agreed upon with the Company.

Joining Fee:	Not Applicable
Replacement Fee:	KShs. 500/= per card (To be paid on application)

These rates may be revised from time to time by National Oil without prior notice to the Cardholder.



D. DECLARATION

1. I/We wish to apply for *SupaCard* and request that card(s) be issued (and new or renewal card(s) from time to time) for the vehicles described on the list provided to National Oil Corporation of Kenya by me/us.
2. I/We warrant that the information given above is correct and authorize National Oil Corporation of Kenya to contact my/our bankers and any other party quoted above to obtain information required regarding my/our credit worthiness.
3. I/We have read and understood the Terms and Conditions of Use of the *SupaCard*, detailed on pages 5, 6 & 7 of this application, and agree to be bound by them and by any subsequent amendments, and that my/our failure to comply with them will result in withdrawal of the credit facilities provided.
4. I/We understand that, in the event that I/we default on my/our credit payments, National Oil Corporation of Kenya may list my/our name and transaction details with the Credit Reference Bureau Ltd and that all interest charges, legal expenses and debt collection fees incurred as a result of recovering the outstanding amounts owed will be borne by:
 - a) Myself (Individual/Sole Proprietorship)
 - b) Partners (Partnership)
 - c) Directors (jointly and severally)
 - d) The Corporation (Parastatal)
5. I/We, the Directors/Owner(s) of the above named business/company hereby declare that I/we shall be personally/severally and jointly liable for all claims made by National Oil Corporation of Kenya from my/our business/company in respect of this Agreement that cannot be recovered directly from the business/company. I/We agree that National Corporation of Kenya may proceed against me/us and my/our assets to recover any amounts due under this facility (not applicable in respect to State owned Corporations).
6. I/We understand that National Oil Corporation of Kenya has the right to decline this application (or to refuse to issue a card for any vehicle indicated by us) without giving any reason or entering into any correspondence.

SEALED/SIGNED by:

I. Individual/ Government Ministry Permanent Secretary

Name:_____.

Signature:_____ Date_____.

In the Presence of:-

Name:_____.

Signature:_____ Date_____.



II. Firm

SIGNED By:

Name of proprietor: _____ Signature _____

Name of proprietor: _____ Signature _____

Proprietors trading as _____ (*Name of Business*).

In the Presence of (Advocate):-

Name : _____)

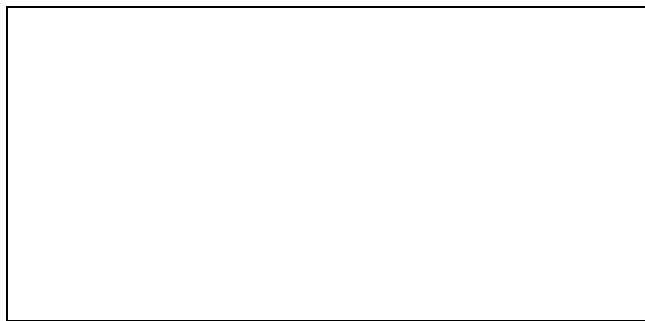
Title : _____)

Signature : _____)

III. Company/ State Corporation

SEALED with the Common seal of _____ (Name of Company)

Affix Company Seal or Rubber Stamp:



1. Director

Name

Signature

2. Director/Company Secretary

Name

Signature



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Customer Review:

1. Trade References	Good	<input type="checkbox"/>	Bad	<input type="checkbox"/>
2. Bank Opinion	Good	<input type="checkbox"/>	Bad	<input type="checkbox"/>
3. PIN Certificate	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
4. VAT Certificate	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
5. Copy of ID/Passport attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
6. Certificate of registration/incorporation attached	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
7. Form completed fully and correctly and contact information verified	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
8. Physical location of business ascertained through a site visit	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Review performed by _____
 Credit Control: _____

Name	Signature	Date
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APPLICATION ACCEPTED

Credit limit	KShs. _____	Credit Controller	
Comments/Justification:	Number of Days Credit : _____		
Marketing Manager	Signature		Date
Finance Manager	Signature		Date
Chief Executive Officer	Signature		Date

APPLICATION NOT ACCEPTED

Comments/Reasons:	_____		
Marketing Manager	Signature		Date
Finance Manager	Signature		Date
Chief Executive Officer	Signature		Date

Date received at Card Centre	Date of delivery of Plastics
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GENERAL TERMS AND CONDITIONS OF MEMBERSHIP

DEFINITIONS:

1. **APPLICATION:** means a signed request on a prescribed form for the issue of a card.
2. **ACCOUNT:** means a record maintained by the Company in relation to card usage and transactions.
3. **CARDHOLDER:** either the Client or the Representative.
4. **CARD:** means a National Oil Fuel Card validated for the Cardholder and authorising the purchase of the Products and Services with the CLIENT'S agreement. The Cards may either be Prepaid (Electronic Purse) or Post-invoiced (Charge Card). The Card may under no circumstances be used for obtaining cash unless where Cash back service has been authorized.
5. **CARD NUMBER:** Ten (10) digit number imprinted at front of the Card.
6. **CARD FEE:** A fee charged toward the cost of producing the card.
7. **CHARGE CARD:** Card functioning in the post-payment mode, which allows the Cardholder to access credit for 30 days after which he pays on demand on the due date
8. **CLIENT:** means a corporate entity or individual who has signed a contract with the Company.
9. **CONTRACT:** refers to the contract signed by the Clients and National Oil (hereinafter called "the Company") for the supply of CARD(S) at special conditions defined on the reverse side of this contract.
10. **CONFIDENTIAL CODE:** Four-digit number that is determined by the client or randomly by Company.
11. **CREDIT LIMIT:** means the maximum debit balance (on post invoiced accounts) from time to time permitted on the Card Account as determined by the Company in its absolute discretion and notified to the Client.
12. **DUE DATE:** 15 days from statement date
13. **ELECTRONIC TERMINAL:** Equipment supplied by the Company at the Point of Sale to issue a receipt.
14. **ELECTRONIC PURSE:** Card functioning in the prepayment mode.
15. **PRODUCTS AND SERVICES:** means the products and/or services distributed at the Company stations and whose purchase is possible upon presentation of the Card, subject to the limited maximum amounts which the Client is authorised to buy.
16. **POINT OF SALE:** Designated Service Station bearing the colours of National Oil at which the use of the Card authorised, as indicated by a logo.
17. **RECEIPT:** Sales Voucher produced by the electronic terminal at the Point of Sale, on conclusion of the transaction.
18. **REPRESENTATIVE:** means a person to whom the CLIENT has given the CARD(S) with full powers to use it.
19. **SUPACARD:** includes either the Vehicle Card, which bears the registration number of the motor vehicle, which is imprinted on the face of the card and is in relation to specified Products and Services; or that card which does not bear the registration number of any motor vehicle but bears the name of the card holder.
20. **THE COMPANY:** National Oil Corporation of Kenya.

ARTICLE 1: PURPOSE

- The Company shall make available to the Client a purchase Card system (hereafter called SupaCard) making it possible for him/her/it to obtain Products and Services as per the terms of this agreement. The Cardholder will be able to get supplies at the Points of Sale approved by the Company and shown on the list, which shall be communicated, to the Client at the time of delivery of the Cards.
- If necessary, this list shall give rise to an update that shall also be communicated to him upon request.
- The Cardholder will be able to get supplies at the prevailing Market price at the point of sale or at a price approved by the Company, which shall also be communicated to the Client at point of delivery.

ARTICLE 2: USE OF SUPACARD

The use of the SupaCard:

- Shall be limited to the Cardholder subject to the maximum amounts and Products and Services authorised and defined in the agreement with the Client on the Card.
- Shall be at the authorised Points of Sale whose list will have been availed to the Client as per Article 1 above.
- Shall be limited in time.
- Shall be subject to presentation of the Card(s) to the station's personnel prior to any transaction.
- Any transaction effected with the Card(s) shall give rise to a receipt by the electronic terminal.
- The Confidential 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.
- It is expressly stipulated that the purchase of fuel shall be exclusively limited to the immediate filling of the vehicle's tank; any removal by other means is excluded.
- The records edited on the electronic terminals at the time of each transaction shall constitute conclusive proof of the amount of the transaction.
- It is specifically prohibited, with the consequence of summary termination of this contract, to re-sell or return for cash refund the products or services obtained with the Card(s).

ARTICLE 3: CHARACTERISTICS OF THE CARD

- Further to the review and acceptance of the Contract, the Company shall provide the number of Cards requested by the Client after printing on each Card unless otherwise specified, the Registration Number of the vehicle and the name of the bearer.
- A Confidential Code (inputted by the Client or randomly computer generated on request) shall be attributed to each card and permits the use of the Cards exclusively by the bearer cognisant of this Confidential Code. The Client must ensure that the Cards and their Confidential Code(s) are never stored together and must protect the confidentiality of the Confidential Code(s) attributed to him.



- A Card fee shall be billed to the Client according to the official list of prices in effect on the date of the request for membership. It shall remain identical regardless of the number of cards ordered by the Client. The prices may be modified at any time without advance notice (a price schedule is available upon request).
- The Cards shall be billed to the client at regular intervals as per the terms of this contract.

ARTICLE 4: BILLING AND COLLECTION FOR PRODUCTS AND SERVICES

1. Billing

- The supplies of Products and Services shall be billed by the Company at intervals and on the basis of the prices charged at the Point of Sale on the date of the transaction.
- Any complaint or dispute concerning the amount or the type of transactions summarised on the periodic bills must be expressed in writing within 30 (thirty) days from the date of issue of the bill and be accompanied by substantiating documents. Once the 30 (thirty) days period lapses, no claim shall be accepted, errors and omissions excepted.

2. Payment

The bills shall be paid by the Client according to the terms of payment and on the due dates of this Contract.
As regards the Electronic Purse, there shall be two methods of payment:

- Direct in-station loading corresponding to immediate payment at the station for the amount of loading requested by the Client. The Confidential Code entered by the bearer at the time of loading shall serve as a signature testifying to the acceptance of the transaction by the client.

In case of deferred loading (at the local Service station or, centrally, at the Card Centre situated at Company's registered office), the amount of the transaction requested by the Client shall be billed in the manner mentioned above (cf. Article 4-1).

No discount for payment prior to the scheduled date may be applied.

3. Late Payment

Any amount unpaid on the due date mentioned on the bill shall automatically result, with no need for a formal notice, in a penalty for each day of delay computed on the basis of a monthly rate of 2% of the amount of the unpaid bill until it is paid in full.

4. Partial Payment or Non-Payment

In case of partial payment or non-payment, the Company shall have the right, with no need for any prior formal notice, to claim immediate payment of all the amounts, even those not yet due, that may be payable to it and to subject the performance of a new supply to such payment.

In case of non-payment or partial payment of one or more bills, the Company shall automatically terminate this Contract, with no advance notice and no judicial formality, further to written notification.

ARTICLE 5: TERM OF THE CONTRACT

- This membership contract is entered into for a specific term (cf. the date on the reverse side of this Contract) and shall, unless expressly stated by the parties hereto, be tacitly renewed where 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. However such cancellation shall be without prejudice to the rights and privileges of the parties that accrued before the cancellation of the part
- Since the Cards shall remain the property of the Company, the termination of this contract for any reason whatsoever shall automatically require that the Client return them to the Company 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 criminal proceedings and to the payment of all ensuing costs and damages.

ARTICLE 6: OBLIGATIONS AND LIABILITY OF THE CLIENT

All the cards shall be entrusted to the Client personally or nominees of the Client (nominated in writing). Consequently, his public liability shall be involved even if the cards are used by third parties.

The Client alone shall be liable vis-à-vis the Company 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 the Company in writing of any change of particulars (address, telephone numbers, fax).

The limits of the number of daily transactions authorised, of the daily and monthly amount of the transactions, taking into account the payment deadline agreed to, are defined.

The Client shall be liable for any claims by 3rd parties arising from the use of their Card(s).



ARTICLE 7: LOSS OR THEFT OF THE 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 the Company by telephone (during the business hours of the Company) or by fax, subject to written confirmation, by the Client, within the next 48 hours.

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)

If a lost or stolen Card is found, the Client may not use it without making a request to that effect in writing and securing the approval of the Company

Should the Client fail to inform the Company or inform it past said 48 hours, the Client shall remain liable, and the Company shall be released from any liability subsequent to the loss and/or theft of the Card(s).

ARTICLE 8: CANCELLATION OF THE CARDS

Should the Client breach its contract obligations, the Company 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 the Company. The Client will remain liable for charges (including fees) made up to the date of termination.
- The Company 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 and substantiated in writing, 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 authorised, etc.

ARTICLE 9: REVISION OF THE GENERAL CONDITIONS

The Company may modify or supplement the terms of this contract in writing at any time. Any withdrawal of Products and Services by the Client after receiving said written document should mean that the Client accepts the new clauses of the contract.

ARTICLE 10: FORCE MAJEURE

Any act that is likened to a force majeure shall exempt the parties hereto from liability. For the purposes of this agreement, force majeure shall mean any circumstances which are beyond the reasonable control of the party claiming an event of force majeure, including but not limited to war (whether declared or not), revolution, evasion, insurrection, riot, civil commotion, mob violence, sabotage, explosion, blockage, embargo, boycott, casualties and disasters, the exercise of flight, fire, drought, wind, lightning or other adverse weather conditions, epidemic, quarantine, accident, breakdown of machinery or facilities, plant shutdown, strike, lockout or labour dispute, acts or restraints or government imposition, other laws, regulations or orders, including but without limiting the generality of the foregoing laws, regulations, or measures and restrictions or embargoes on imports or exports.

ARTICLE 11: PRIVACY AND APPLICABLE LAW

- The Card may not be used by the Cardholder in contravention of any Rule of Law in force, or to aid and abet the commission of any such contravention.
- The card may only be used within the Republic of Kenya.
- This Agreement and all matters arising out of the issue or use of the CARD are subject to the Laws of the Republic of Kenya.

ARTICLE 12: NOTICES:

Any notice required to be served on any party by the other shall be in writing and shall be deemed as served if in the case of the Company such notice is mailed by prepaid registered post to the Head office of the Company or hand delivered during normal business hours and in the case of the Client if the notice is delivered at the Station addressed to the Client by name.

APPLICANT’S SIGNATURE : _____ **Date** _____