

## Part I. Special Provisions

# AS VIRŠI-A FUEL CARD AGREEMENT

Riga

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Agreement No. \_\_\_\_\_

Parties to the Agreement:	AS VIRŠI-A	Customer
<b>Name:</b>	AS VIRŠI-A	Please fill in
Unified reg. No.	40003242737	Please fill in
VAT ID No.:	LV40003242737	Please fill in
Legal address	Kalna iela 17, Aizkraukle, Aizkraukle Rural Territory, Aizkraukle Municipality, LV-5101	Please fill in
Actual address	Kalna iela 17, Aizkraukle, Aizkraukle Rural Territory, Aizkraukle Municipality, LV-5101	Please fill in

### AS VIRŠI-A Customer Service contacts

Contact phone number	<b>+371 807 000 70</b>
E-mail	<b>info@virsi.lv</b>

### Customer's contact person

Name, surname, position	
Contact phone number	
E-mail	

#### 1. Card type

Debit card ☐Credit card ☐

#### 2. Advisable total credit limit (for 45 days, EUR):

#### 3. Information for the card

Card types	<div> <div>2 – CNG compressed natural gas</div> <div>3 – Diesel</div> <div>4 – Diesel + car accessories</div> <div>5 – Petrol + gas</div> <div>6 – Petrol + gas + car accessories</div> </div> <div> <div>7 – All fuels + electric charging</div> <div>8 – All fuels + electric charging + car products</div> <div>9 – All fuels + electric charging + all products</div> <div>10 – Electric charging</div> </div>			
	No.	Card type (e.g.)	Daily limit (EUR)	Monthly limit (EUR)
		A company name will be specified on the card. If you wish to specify the user name and/or vehicle number of the card, enter it.		

#### 4. E-mail for receipt of invoices

Please fill in

**5. VIRŠI INFO system user data**

User (name, surname)	Please fill in
User phone	Please fill in
User e-mail	Please fill in

**6. Special provisions of the Agreement (if any are agreed by the parties)**

Reference to Paragraph of the Agreement	Derogation from the wording of the Paragraph of the Agreement
-	-
-	-

**7. Additional provisions of the Agreement and disclaimers**

- 7.1. The general provisions are an integral part of this Agreement. The special and general provisions of this Agreement form a single document. In the event of conflict, the special provisions of this Agreement prevail.
- 7.2. By signing this Agreement, the Customer confirms that he/she has read the general provisions of the AS VIRŠI-A Fuel Card Agreement, which are available at <https://www.virsi.lv/lv/par-mums/dokumenti> (version dated 16.09.2024), agrees to them and undertakes to comply with them.
- 7.3. AS VIRŠI-A, as the controller of personal data, in accordance with the provisions of the General Data Protection Regulation 2016/679, hereby informs that its privacy statement, which results from the relationship defined in this agreement, is available on the website: <https://www.virsi.lv/documents/download/virsi-a-privatuma-pazinojums>. The customer is obliged to familiarise themselves with this Agreement before signing it.
- 7.4. Before providing information about its contact persons, Virši INFO system users, and other individuals, customers are required to inform the aforementioned individuals about the AS VIRŠI-A privacy policy. In the event of changes to the data of the Customer's contact persons, Virši INFO system users, and other natural persons, the Customer remains obligated to provide such notification. In the event of objections or claims from the aforementioned persons (in connection with the fact that they have not received the information specified in the privacy statement of AS VIRŠI-A), AS VIRŠI-A has the right to contact the Customer with a claim for compensation for the damage caused.
- 7.5. The Customer confirms that the information provided in this Agreement is true and complete.

**AS VIRŠI-A****Customer**

Authorised Person Name, surname*		Name, Surname	Please fill in
		Position	Please fill in
Signature		Signature	
Date**	Please fill in	Date**	Please fill in

\*If the document is signed electronically with a secure electronic signature, the name and surname of the person authorised by AS VIRŠI-A to sign this Agreement can be found in the time stamp of the electronic signature on this document.

\*\*If a document is signed electronically with a secure electronic signature, the date of signing of the document is the date and time of the last electronic signature timestamp.

## Part II. General provisions

# AS VIRŠI-A FUEL CARD AGREEMENT

### 1. General provisions

- 1.1. AS VIRŠI-A offers the following fuel cards: AS VIRŠI-A debit card and AS VIRŠI-A credit card, hereinafter – Card, for transaction authorisation and receipt of products and/or services, hereinafter – Products, at the filling stations of AS VIRŠI-A and/or its cooperation partners in Latvia and/or abroad. The list of filling stations of the cooperation partners is available on the AS VIRŠI-A website: [www.virsi.lv](http://www.virsi.lv).
- 1.2. The cards can also be used in the AS VIRŠI-A mobile app VIRŠI, where, once registered, they can be used in accordance with the terms of use of the AS VIRŠI-A mobile app.
- 1.3. When the Customer purchases Products from AS VIRŠI-A, the retail price is applied, i.e. the sales price of the Products at the specific filling station on a specific day, which may change and differ at different filling stations every day. If the Customer has made a transaction for the purchase of Products, it is deemed that the Customer has agreed to the current retail price of the Products. A discount may be applied to the price of the Products, if the Parties have so agreed.
- 1.4. The receipt from the electronic cash register system is the document confirming the receipt of the Product.
- 1.5. The purchase price of the Products in the invoice is determined in accordance with the price of the Product set by AS VIRŠI-A at the time and place of its purchase. A discount may be applied to the price of the Products, if the Parties have so agreed.
- 1.6. Each Customer is assigned a Customer number.
- 1.7. The Card is issued based on the AS VIRŠI-A Fuel Card Agreement duly completed by the Customer, hereinafter – Agreement, which is signed with a secure electronic signature of the Parties and sent to the e-mail address [info@virsi.lv](mailto:info@virsi.lv) or signed and submitted to an authorised person of AS VIRŠI-A. An incompletely filled out Agreement form is invalid.
- 1.8. Each Card is assigned a PIN code, which guarantees the protection of the Card. The PIN code is confidential information that the Customer cannot disclose to any third party. If a third party uses the Card and knows the PIN code, it is assumed that the Customer has disclosed this code to third parties, and thereby the Customer assumes responsibility for all transactions made with the Card and pays the invoice of AS VIRŠI-A for such transactions in full.
- 1.9. The Customer is fully responsible for all actions performed with the Card, including actions performed with the Card in the AS VIRŠI-A mobile app, and pays for all purchases made with this Card. AS VIRŠI-A does not assume liability for the transactions made with the Card.
- 1.10. The Customer, as the Cardholder, may transfer the Card to a third party – the Card User (including granting the right to use the Card in the mobile app). The Customer undertakes to introduce the Card users to the provisions of Card use. The Customer is obliged to supervise the Card User (including in the mobile app). If the Card User

is not authorised to make purchases with the Card, the Customer is obliged to immediately block the Card (including in the mobile app) or change its PIN code.

- 1.11. If the Card is lost, damaged, or stolen, you must immediately report this to AS VIRŠI-A Customer Service

by calling + 371 80700070 or writing to AS VIRŠI-A at [info@virsi.lv](mailto:info@virsi.lv), indicating the full Card number. The Customer must compensate AS VIRŠI-A for all purchases made using the Card until the Card is blocked.

### 2. General payment provisions

- 2.1. The Customer uses the Card to purchase Products, and AS VIRŠI-A issues a source document to the Customer – the invoice, hereinafter – Invoice, which specifies information about the Products purchased by the Customer at a specific time.
- 2.2. The Parties have agreed that all Invoices issued in accordance with this Agreement shall be sent by e-mail to the Customer's e-mail address specified in the Agreement. The Parties consider that all invoices sent by AS VIRŠI-A have been received by the Customer no later than on the 3rd (third) working day from the date of dispatch to the e-mail address specified by the Customer. The invoice is valid and accepted as a settlement document without the stamp of AS VIRŠI-A and the Customer, and the signature of an official.
- 2.3. The total amount for the Product purchase is specified in the Invoices, which are considered an integral part of the Agreement.
- 2.4. Written claims regarding payments are submitted not later than within 5 (five) business days from receipt of the Invoice. Claims are to be considered within 15 (fifteen) days from the date of their receipt.
- 2.5. The Customer shall pay AS VIRŠI-A for the Products by transfer of funds, by the due date specified in the Invoice. If the Invoice does not specify a due date for the payment, the Customer shall pay AS VIRŠI-A for the Products by transfer of funds within 10 (ten) business days of the date of receipt of the Invoice. The Product is deemed paid for on the day the money is credited to the AS VIRŠI-A current account.
- 2.6. For failure to meet the due date of payment of the Invoice issued by AS VIRŠI-A the Customer is obliged to pay AS VIRŠI-A late interest of 0.15% of the unpaid or partially paid Invoice amount for each day of delay (hereinafter – Late Interest). Payment of Late Payment Interest does not exempt the Customer from the performance of obligations.
- 2.7. Under the Agreement, payments made by the Customer to AS VIRŠI-A are first allocated to the payment of Late Interest, then to the principal amount of the debt, with priority given to invoices with the earliest payment due date, followed by expenses incurred in connection with debt collection.

### 3. Additional provisions of debit card use

- 3.1. The Customer, based on this Agreement, transfers to the current account of AS VIRŠI-A the amount of money (not less than € 1 (one euro)), which is to be the amount the Customer wishes to make purchases with the Card in AS VIRŠI-A filling stations by specifying the following information in the payment order: "Supplementing the Card". AS VIRŠI-A are entitled not to serve the Customer if the amount remaining in the current account of AS VIRŠI-A is less than € 1 (one euro). The current account numbers of AS VIRŠI-A are published on the AS VIRŠI-A website [www.virsi.lv](http://www.virsi.lv).
- 3.2. The Customer's right to use the debit card commence from the moment when the respective funds to be used have been received in the current account of AS VIRŠI-A.
- 3.3. AS VIRŠI-A shall draft the Invoice for the purchases made with the card to the Customer in accordance with the provisions of Section 2 of the Agreement.

#### 4. Additional provisions for credit card use

- 4.1. If the Customer uses a credit card issued by AS VIRŠI-A to purchase Products, then AS VIRŠI-A issues a source document – the Invoice, to the Customer, which specifies information about the Products purchased by the Customer during the specified period in accordance with the cash register receipts. The Invoice is issued and sent to the Customer in accordance with the provisions of Section 2 of this Agreement.
- 4.2. AS VIRŠI-A has the right not to issue and/or sell Products to the Customer at any moment and without prior notice if the Customer has not paid for the Products sold earlier in accordance with the provisions of Sections 2 and 4 of the Agreement, until the full payment of the Late Interest and/or for the Products sold is received. In such an event, all Cards issued to a Customer who purchases Products at AS VIRŠI-A fuel stations using AS VIRŠI-A Cards will be blocked without prior notice and the Products will not be issued.

#### 5. Rights and duties of the Parties

- 5.1. AS VIRŠI-A sells the Products and provide services to the Customer in compliance with the provisions of this Agreement.
- 5.2. The Customer accepts the Products and pays for such in accordance with the provisions of this Agreement.
- 5.3. AS VIRŠI-A guarantees the quality of petroleum products in accordance with the issued certificate. In the event of disputes regarding the quality of petroleum products, upon mutual agreement of the Parties, laboratory testing of selected samples is performed by a laboratory independent of the Parties by applying the petroleum product testing methods in force in the Republic of Latvia. The results of this type of laboratory test are final and binding on both Parties.
- 5.4. If the Customer delays the payment of the Invoice, AS VIRŠI-A shall be entitled to transfer, without prior notice, information about the Customer's debt obligations to public debtors' registers and/or to assign recovery of the debt to debt recovery/collection companies.
- 5.5. AS VIRŠI-A may amend the payment procedure unilaterally: from pre-payment to post-payment and vice versa, including taking into consideration the operation period, credit history, payment discipline, financial and legal situation and other important factors and available information about the Customer.

#### 6. Other provisions

- 6.1. The Parties are discharged from liability for partial or full default on obligations if such default has taken place after signing the Agreement due to force majeure that the respective Party could neither predict, prevent nor affect. Such circumstances are natural disasters, wars, blockades. The Party referring to the aforesaid circumstances must inform the other Party about such circumstances in written form within 10 (ten) days of the date of their occurrence.
- 6.2. Personal data of natural persons is processed in accordance with the privacy statement of AS VIRŠI-A, which is available on the website <https://www.virsi.lv/lv/par-mums/dokumenti>, in order to ensure the fulfilment of the obligations under the Agreement and the protection of the interests of the Parties.
- 6.3. If the Customer is late in paying the Invoice, AS VIRŠI-A shall be entitled to request that the Customer pay the debt recovery costs (including, but not limited to, sending a notice of debt).
- 6.4. If the Customer has delayed payment of the Invoices, AS VIRŠI-A shall have the right to demand, and the Customer is obliged to submit, financial information (including, but not limited to, the operative balance sheet, annual reports and other documents).
- 6.5. The Parties agree to use the AS VIRŠI-A customer service system VIRŠI INFO for mutual cooperation. This is available on the website of AS VIRŠI-A [www.virsi.lv](http://www.virsi.lv).
- 6.6. This Agreement enters into force at the moment the Card is issued to the Customer. This is a perpetual Agreement. Either Party shall have the right to terminate the Agreement by submitting a written notification to the other Party 15 (fifteen) days before the date of termination of the Agreement. If the initiator is the Customer, the Agreement is terminated after the Customer has returned the AS VIRŠI-A Cards issued to him/her and has fulfilled all payment obligations to AS VIRŠI-A in accordance with this Agreement.
- 6.7. AS VIRŠI-A has the right to make changes in the provisions of the AS VIRŠI-A fuel card agreement for legal entities by publishing the new provisions of the Agreement on its website [www.virsi.lv](http://www.virsi.lv) at least 30 (thirty) days before such changes enter into force. If the Customer rejects the changes, the Customer notifies such to AS VIRŠI-A before the moment they enter into force. If the Customer continues to use the Card(s) without notifying the rejection of the changes, the Customer is deemed to have accepted the changes to the Agreement. If the Customer rejects the above changes, AS VIRŠI-A is entitled to unilaterally terminate the Agreement.
- 6.8. If the Agreement is signed electronically, the date of the last signed timestamp is deemed to be the date of mutual signing of the Agreement.
- 6.9. In resolving issues not addressed herein, the Parties are guided by the laws of the Republic of Latvia.
- 6.10. Any dispute, disagreement or claim arising from this Agreement, related to it or its breach, termination or invalidity, shall be resolved by means of negotiations. If the disputes cannot be resolved through negotiations, the dispute shall be finally resolved in the court of the Republic of Latvia.
- 6.11. AS VIRŠI-A and the Customer certify with their signatures that they have read all the provisions of the Agreement and

acknowledge them as mutually beneficial, fair and reasonable.

is signed with an electronic signature, each party shall retain its own copy of the Agreement.

6.12. The Agreement is drawn up in two identical copies, with one copy for the Customer and one for AS VIRŠI-A. Both copies of the Agreement have equal legal power. If the Agreement

AS VIRŠI-A

Customer

Authorised Person Name, surname*		Name, Surname	Please fill in
		Position	Please fill in
Signature		Signature	
Date**	Please fill in	Date**	Please fill in

\*If the document is signed electronically with a secure electronic signature, the name and surname of the person authorised by AS VIRŠI-A to sign this Agreement can be found in the time stamp of the electronic signature on this document.

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