



## THE AVCARD CHARGE CARD TERMS AND CONDITIONS

### ARTICLE 1 – COVERAGE

Unless otherwise agreed upon in a written agreement, these Terms and Conditions shall apply to all transactions between the business or businesses (“Account Holder”) that signed the application for credit approval (the “Credit Application”) and World Fuel Services, Inc. (“WFS”) in respect of Account Holder’s use of the Avcard aviation charge card bearing the Avcard trademark or any other credit that may be, by any other name, issued by WFS, referred to below as the “Card” or “Cards”. These Terms and Conditions shall also apply to all approved affiliates, subsidiaries, authorized officers, directors, employees and agents that use a Card or Cards issued to or for the account of the Account Holder.

### ARTICLE 2 – ACCEPTANCE OF TERMS AND CONDITIONS

Account Holder’s acceptance of a Card or use of a Card, by or on behalf of Account Holder, constitutes Account Holder’s agreement to be bound by these Terms and Conditions. Account Holder shall ensure that all users of the Card are aware of the Terms and Conditions of use of the Card. Cards shall be valid upon receipt and through the expiration dates printed on their face, unless sooner terminated in accordance with these Terms and Conditions. Account Holder may terminate its relationship with WFS by notifying WFS at the following telephone number: 1-800-892-4200 or in writing that it has destroyed each Card. However, Account Holder shall nevertheless be liable for any purchases made with any Card prior to WFS’s receipt of any such notice.

### ARTICLE 3 – LIABILITY

Account Holder shall be liable for all amounts charged to Account Holder Cards including without limitation, all purchases, fees, taxes, late charges, and other charges or amounts due and owing to WFS by Account Holder. If there is more than one Account Holder, each Account Holder shall be jointly and severally liable under the preceding sentence.

### ARTICLE 4 – CREDIT

WFS will advise you of the credit limit that applies to your account and, if applicable and to the extent reasonably practicable, Card(s). To the extent that WFS extends credit terms to Account Holder, and notwithstanding any terms to the contrary in any written agreement, Account Holder’s outstanding balance shall never exceed the credit limit specified by WFS. Availability under the credit limit shall be calculated by adding the total amount specified in all unpaid Invoices, plus WFS’s good faith estimate of the dollar amount of pending charges that are not yet billed (including charges authorized at the point of sale), and subtracting the same from Account Holder’s total credit limit. The Account Holder’s complete compliance with the foregoing provision shall be a condition precedent to WFS’s obligation to extend credit under these Terms and Conditions. The credit limit specified by WFS may include additional credit being provided to Account Holder by one or more of WFS’s affiliates. If additional credit is being provided to Account Holder by one or more of WFS’s affiliates, Account Holder’s available credit will be calculated based on the aggregate amount of outstanding purchases from WFS and all such affiliates. To confirm, please call WFS at the following telephone number: 1-800-892-4200.



## ARTICLE 5 – BILLING AND FEES

WFS shall issue invoices (the “Invoices”) itemizing all charges (including interest charges), taxes and fees payable for the applicable billing period. Invoices shall be denominated in your selected billing currency. Any charges, taxes or fees made on a Card in a foreign country shall be converted into your selected billing currency. The conversion rate shall be at least as favorable to Account Holder as an interbank rate or, where required, an official rate which rate is in existence within twenty-four (24) hours of the time that the charge is processed by WFS plus two-percent (2%) of the converted amount. Purchases made on a Card may be subject to a convenience fee to be mutually agreed upon in writing between WFS and Account Holder for any extended payment terms and/or a merchant acceptance fee which shall be imposed by WFS upon providing written notice to Account Holder.

## ARTICLE 6 – PAYMENT

In each case, Account Holder agrees to pay WFS the total amount specified on the Invoice in accordance with the terms hereof, and waives any right of set-off or adjustment against payments due WFS. All payments are due within fourteen (14) days from the date of the Invoice. All payments shall be made to the account details indicated on the front of any applicable Invoice in U.S. Dollars by electronic funds transfer or wire transfer of immediately available funds. If payment is made via regular check rather than via electronic funds transfer or wire transfer, any such payment will only be applied to Account Holder’s account when the deposit is fully and irrevocably credited to WFS. If payment is received after 2:00 p.m. E.S.T., then the payment check shall be deemed received the next business day. If a payment due date falls on a weekend or any bank holiday in the country where payment is to be remitted other than a Monday, payment must be made on the first prior available banking day. If the payment due date falls on a Monday bank holiday, payment may be made on the next available banking day. Payments may be applied against Card transactions in such order as WFS may decide from time to time. Account Holder and WFS are responsible for their respective banking charges.

## ARTICLE 7 – DISPUTED ITEMS

In the event a disputed item appears on an Invoice, Account Holder shall pay the full amount due under the Invoice, including the amount of any disputed item, and identify in writing any disputed item on the Invoice. WFS and Account Holder will then discuss responsibility for any disputed item. In the event WFS concludes that Account Holder is not responsible for the dispute item, WFS shall issue a credit to Account Holder. Account Holder must notify WFS in writing of any disputed item on Account Holder’s billing statement within thirty (30) days from the date of the billing statement, or it will be deemed undisputed and accepted by Account Holder. Without limiting the generality of the foregoing, in no event shall Account Holder have the right to withhold payment of any undisputed amounts or fees.

## ARTICLE 8 – DELINQUENCY

Past due amounts shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. All amounts more than fifteen (15) days past due shall incur an additional five percent (5%) administrative fee. Any waiver by WFS of interest charges or administrative fees on a particular Invoice shall not be construed as a waiver by WFS of its right to impose such charges on other or subsequent purchases or transactions.



## ARTICLE 9 - USE OF THE CARD AND THE ACCOUNT

A Card is valid only for the purchase of good and services which WFS from time to time advises Account Holder may be obtained with the Card. WFS has the right to refuse authorization for any particular Card transaction, for example, if a transaction results in the Account Holder's credit limit being exceeded, Account Holder is in breach of these Terms and Conditions, or WFS (or the systems we use) reasonably suspect a transaction is fraudulent. On the occurrence of certain events, including those set forth below, WFS reserves the right to terminate or suspend the right use any or all of Account Holder's Cards, whereupon, in addition to all other rights and remedies available to it under the law or in equity, the whole of the outstanding balance, both billed and pending charges, shall be due and payable to WFS upon demand:

- 9.1 Account Holder does not pay any sum due to WFS when first due;
- 9.2 Any credit information you have given or give WFS is inaccurate or changes materially;
- 9.3 Account Holder sells or disposes of its business or any material part of it;
- 9.4 Account Holder becomes insolvent or a bankruptcy petition or similar receivership or assignment for the benefit of creditors is filed against it or Account Holder voluntarily files a bankruptcy petition or similar receivership or assignment for the benefit of creditors;
- 9.5 Account Holder dissolves or its existence ceases or its affairs are wound up;
- 9.6 WFS, in its sole discretion, at any time deems itself insecure with regard to the creditworthiness or financial condition of Account Holder; or
- 9.7 Account Holder breaches these Terms and Conditions or any other agreement with WFS or any of its corporate affiliates.

Account Holder shall also be liable for all fees and costs, including without limitation attorney's fees, incurred by WFS in connection with any collection activities undertaken by WFS for the non-payment of any amounts due hereunder by Account Holder. Furthermore, Account Holder acknowledges and agrees that WFS may also invoke any and all statutory or equitable lien rights or those of any participating aviation merchants in connection with the enforcement of WFS's right to payment under these Terms and Conditions, and authorizes WFS to file a lien for any unpaid amounts, from the date of the oldest unpaid amount, aircraft title search fees, filing fees and attorney fees, against any aircraft for which charges were incurred and made to Account Holder's Card(s). If any amounts remain unpaid, WFS may institute a suit against Account Holder to enforce the lien and collect any amounts past due. Account Holder shall be liable to WFS for all costs and expenses of liens and litigation including, but not limited to, late charges, penalties, attorney's fees, court and discovery costs and/or other costs incurred by WFS in enforcing its rights hereunder.

## ARTICLE 10 - ACCOUNT HOLDER INFORMATION

Account Holder hereby authorizes WFS and its employees, attorneys, agents, successors and assigns to obtain, from any person, source or entity (including banks, financial institutions and credit agencies) any and all information (including personal and confidential information) concerning Account Holder's and its guarantors' credit history and status, deposits and balances with financial institutions, sources of income, assets, present and prior employment, mortgage, financing and/or rental records and insurance



coverage. Any such information shall be held, used and processed by WFS to: (i) manage Account Holder's account(s); (ii) confirm, update and enhance WFS's Account Holder records; (iii) for statistical analysis; (iv) establish any identity or otherwise as required under applicable law; (v) assess Account Holder's credit status on an ongoing basis; (vi) collect any amounts due from Account Holder to WFS; and (vii) otherwise as considered necessary or appropriate by WFS. In each case, the use of the information may continue after Account Holder has stopped using any Cards. In addition, Account Holder may be requested to provide further information, authorizations and disclosures, including but not limited to financial statements, organizational charts and other formal documentation, and meet other conditions, as may be necessary to satisfy credit assessments, money laundering or fraud detection requirements. WFS may disclose information relating to Account Holder and/or Account Holder's account(s) (including personal and confidential information) to: (a) credit reporting or reference agencies; (b) any merchant, agent or sub-contractor of WFS charging or processing transactions on Account Holder's Cards or performing services in connection with Account Holder's account, including agents and attorneys collecting amounts due to WFS; (c) any person to whom WFS proposes to transfer any of its rights and/or duties under these Terms and Conditions; (d) any guarantor or person providing security in relation to Account Holder's obligations under these Terms and Conditions; (e) as required or permitted by law or any regulatory authority; and (f) as otherwise considered necessary or appropriate by WFS.

#### ARTICLE 11 - PRIVACY

Account Holder agrees and acknowledges that all communications between WFS and Account Holder, including but not limited to telephone calls and e-mails, may be monitored for quality control and to insure compliance with all applicable laws and regulations.

#### ARTICLE 12 – WARRANTIES AND LIMITATIONS OF WARRANTIES

Account Holder warrants the truth, completeness and accuracy of the following in connection with these Terms and Conditions: (i) the financial information and all other information provided to WFS; (ii) these Terms and Conditions are valid, binding and enforceable; (iii) the execution of these Terms and Conditions and the performance of its obligations hereunder are within Account Holder's power, have been authorized by all necessary action and do not constitute a breach of any agreement of Account Holder with any party; (iv) Account Holder has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Card; (v) the execution of these Terms and Conditions and the performance of its obligations hereunder shall not cause a breach by it of any duty arising in law or equity; (vi) Account Holder possesses the financial capacity to perform all of its obligations hereunder; (vii) the extension of credit by WFS to Account Holder shall be used solely to carry on a business or commercial enterprise and shall not be used for individual, personal, family or household use. The parties agree that the failure of any of the above representations and warranties to be true shall constitute a material breach of these Terms and Conditions and WFS shall have the right, upon notice to Account Holder, to immediately suspend Account Holder's right to use any Card(s) and all amounts outstanding hereunder shall become immediately due and payable. **WFS HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO GOODS AND SERVICES PURCHASED WITH ITS CARDS AND/OR**



ACCOUNTS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### ARTICLE 13 – INDEMNIFICATION AND LIMITATION OF LIABILITY

Account Holder shall indemnify and hold WFS harmless against all losses, damages, costs, expenses and liability which may result in anyway from any negligent or wrongful act or omission of Account Holder, its directors, officers, agents, employees and subcontractors. **IN NO EVENT SHALL WFS OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNT HOLDER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.**

#### ARTICLE 14 - CHOICE OF LAW; JURISDICTION; VENUE/ WAIVER OF IMMUNITY/TRIAL BY JURY

These Terms and Conditions and any transaction order relating thereto shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. In any action or proceeding arising out of or relating to these Terms and Conditions (an “Action”), each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Miami, Florida and further agrees that any Action may be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives the defense of an inconvenient forum to the maintenance of any Action in Miami, Florida. Disputes over payment and collection may be resolved, at WFS’ option, in Florida courts or in the courts of any jurisdiction where the Customer may have any asset. Each of the parties hereby irrevocably submits to the jurisdiction of any such court, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum or its foreign equivalent to the maintenance of any action in any such court. WFS shall be entitled to assert its rights of lien or attachment or other rights, whether in law, equity or otherwise, in any country where the Customer has any assets. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THESE GENERAL TERMS AND CONDITIONS**

#### ARTICLE 15- LIMITATION ON CLAIMS.

No action shall be brought against WFS by Account Holder arising out of the use of the Avcard or any other transaction or provision of any services under these Terms and Conditions more than two (2) years from the date of the use of the Avcard for the transaction at issue provision of such services.

#### ARTICLE 16 - LOST OR STOLEN CARDS

Except as otherwise set forth in this Article 16, the Account Holder shall be responsible for all purchases made with the Card from the date of issuance until the Account Holder notifies WFS that the Card is lost, stolen, misplaced or canceled by calling WFS (available 24 hours a day) at +1-800-892-4200 (toll free US), +1 410-771-2701 (North/South America), +44 1293 400 333 (Europe/Middle East/Africa), +65 6215 6999 (Asia). If such Card is subsequently used by the Account Holder to make purchases after the Account Holder has notified WFS in accordance with the previous sentence, the Account Holder shall be responsible for all Account Holder-authorized Card purchases until the Account Holder returns the Card to WFS.



#### ARTICLE 17 - ASSIGNMENT

WFS may assign these Terms and Conditions and any and all of its rights and obligations hereunder without prior notice to Account Holder. Account Holder may not assign or transfer these Terms and Conditions or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of WFS.

#### ARTICLE 18 - MODIFICATIONS, RENEWALS AND EXTENSIONS

To the extent a term is specified in any written agreement, such term may only be modified, renewed or extended pursuant to a separate written agreement between the parties, and no act or failure to act by either party shall have the effect of modifying, renewing or such agreement

#### ARTICLE 19 - CHANGING THESE TERMS AND CONDITIONS

WFS has the right to change these Terms and Conditions at any time and shall notify Account Holder in writing of any changes. The Account Holder's continued possession or use of any Card shall constitute Account Holder's acceptance of the changed terms and conditions. If you do not accept any change, you can close your account by notifying WFS at the following telephone number: 1-800-892-4200 or in writing that you have destroyed each Card at any time before the change comes into effect, provided that outstanding and pending charges are paid in full.

In some circumstances WFS may lower the Account Holder's credit limit. Generally, WFS will endeavor to give the Account Holder advance notice of the reduction, but there may be instances where a reduction is made by WFS without notifying the Account Holder in advance. If the Account Holder's credit limit is reduced, to the extent applicable, individual cardholder limits may also be reduced.

#### ARTICLE 20 - WAIVER AND AMENDMENT

Failure by WFS to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver or amendment of any of the provisions of these Terms and Conditions shall be effective unless it is in writing, and signed by WFS and Account Holder. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

#### ARTICLE 21 - OWNERSHIP OF CARD

WFS remains at all times the owner of any Card issued by WFS. WFS may revoke the right to use any Card at any time, without cause and without notice. WFS may notify firms accepting the Card not to accept a revoked Card and if asked by any firm, Account Holder agrees that it or its representative shall give any revoked Card to the firm. Account Holder agrees to return to WFS at its request any revoked or expired Card.

#### ARTICLE 22 - HEADINGS AND SEVERABILITY

The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these Terms and Conditions. If any provision of these Terms and Conditions is deemed invalid, void or unenforceable then the remainder of these Terms and



Conditions shall not be impaired or invalidated and each such provision shall remain in full force and effect to the extent permitted by law.

#### ARTICLE 23 – NOTICES

Notices or other communications shall be sent to WFS as follows: World Fuel Services, Inc., 9800 NW 41<sup>st</sup> Street, Suite 400, Miami, FL 33178, Attention: Credit, via certified or registered mail, overnight courier, telefax, or telegram except that any return of Cards must be made by certified mail, returned receipt requested. For questions call 1-800-892-4200.

#### ARTICLE 24 – PERSONAL DATA

a) WFS may collect, process and use personal data, such as name and contract details, of Customer's employees or representatives ("Personal Data").

(b) Account Holder appoints WFS as a processor to process the Personal Data that is the subject of these General Terms and Conditions. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

"Applicable Data Protection Law" shall mean Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any data protection laws in any European Union Member State including laws implementing such Regulation.

"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law.

(c) Account Holder shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to WFS for processing.

(d) WFS shall process the Personal Data as a processor as documented in and necessary to perform its obligations hereunder (the "Permitted Purpose"), except as otherwise required by any law applicable to Account Holder and in which case WFS shall inform Account Holder prior to such processing, unless WFS is prohibited by law from doing so.

(e) WFS shall not transfer the Personal Data (nor permit the Personal Data to be transferred) outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.

(f) WFS shall ensure that any person that it authorizes to process the Personal Data (including WFS's staff, agents and subcontractors) (an "Authorized Person") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Personal Data who is not under such a duty of confidentiality.

(g) WFS shall implement appropriate technical and organizational measures to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Personal Data (a "Security Incident").

(h) Upon becoming aware of a confirmed Security Incident, WFS shall inform Account Holder without undue delay and shall provide all such timely information and cooperation as Account Holder may require in order for Account Holder to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. WFS shall further take all



such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep Account Holder updated on all material developments in connection with the Security Incident.

(i) Account Holder hereby consents to WFS engaging third party subcontractors (“Sub-processors”) to process the Data provided that WFS imposes data protection terms on any Sub-processor it appoints that protect the Data to the same standard provided for by this Article 24. Account Holder may object to WFS’s appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, WFS will either not appoint or replace the sub-processor or, if this is not possible, Account Holder may suspend or terminate this Agreement (without prejudice to any fees incurred by Account Holder prior to suspension or termination).

(j) WFS shall provide reasonable and timely assistance (including by appropriate technical and organizational measures) to Account Holder to enable Account Holder to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to WFS, WFS shall promptly inform Account Holder providing full details of the same.

(k) WFS shall provide Account Holder with all such reasonable and timely assistance as Account Holder may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

(l) Upon termination or expiry of this Agreement, WFS shall maintain the Personal Data according to WFS’s retention policy and/or applicable law. At the end of the relevant period, WFS will anonymize or destroy the Personal Data in its possession or control.

(n) WFS shall respond to any written audit questions submitted to it by Account Holder, provided that Account Holder shall not exercise this right more than once per year.