

### **Terms and Conditions on Invoice**

1. This price is valid for the volume on this invoice until **Date**
2. Redan means Redan Coupon (Pvt) Ltd.
3. If payment is not received on or before this date, Redan reserves the right to cancel the invoice and reissue an invoice reflecting the adjusted quantity of fuel to a volume that is commensurate with the fuel price as at the date of invoicing and collection of coupons by the customer.
4. Payment is strictly in RTGS Dollars.
5. Coupons and re-fuel cards are redeemable for fuel at designated PUMA and other service stations.
6. Bank charges to be incurred by the customer.
7. Coupons are valid for 6 MONTHS from date of issue. Fuel cards expire 6 MONTHS from the last date they are used to transact at a fuel station.
8. Expired coupons will be replaced upon payment of a specified fee determined by Redan at the time of replacement.
9. Petrol coupons may not be swapped for diesel nor diesel coupons for petrol.
10. The customer agrees that neither Redan nor any affiliate, officer, director, employee, attorney, or agent of Redan shall have any liability with respect to, and the customer hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages or loss suffered or incurred by the customer in connection with, arising out of, or in any way related to, any failure by Redan, its agents or its distributors to deliver or make available fuel products at the price or in the volumes stipulated in these terms as a consequence, directly or indirectly, of any order, directive, law or policy enacted by the Government of Zimbabwe or such other factors which are beyond Redan's control, including but not limited to, foreign currency shortages, failure by the government to allocate foreign currency for fuel, increase in fuel prices, change of currency, change in interest rates and change in foreign currency exchange rates.
11. The customer shall indemnify, defend and hold harmless Redan, its affiliates, officers, directors, employees, attorneys, or agents and each of the successors and assigns of any of the foregoing (collectively, the Indemnified Parties), from and against any and all claims of Third Parties relating to, arising out of or resulting from any failure by Redan, its agents or its distributors to deliver or make available fuel products at the price or in the volumes stipulated in these terms as a consequence, directly or indirectly, of any order, directive, law or policy enacted by the Government of Zimbabwe or such other factors which are beyond Redan's control, including but not limited to, foreign currency shortages, failure by the government to allocate foreign currency for fuel, increase in fuel prices, change of currency, change in interest rates and change in foreign currency exchange rates. This indemnity shall not apply with respect to Third Party claims arising out of the gross negligence or wilful misconduct by any Indemnified Party.
12. In the unlikely event that Redan and its affiliates fails to deliver or make available fuel at services stations due to reasons stated in 10 and 11 above, Redan shall have the corresponding right, and without further notice to debase, reduce the quantity of fuel redeemable, in proportion to such factor(s) causing the unlikely event.
13. Redan will not be held liable for any loss or damage to fuel coupons or cards, howsoever occasioned, and the customer hereby indemnifies Redan against said loss or damage.
14. Authorised management of corporate customers must sign an indemnity letter stating the name and ID number of a person(s) who are authorised to collect coupons and cards on behalf of the company. Coupons and cards will only be released upon presentation of such an indemnity letter.
15. Redan reserves the right to destroy any redeemed coupons 14 calendar days after the coupons have been redeemed.

16. Any coupons that are kept by Redan after being redeemed are solely for statistical and information use by Redan only.
17. The obligations of either Party shall be suspended while such Party is prevented or hindered from complying with its obligations by reason of *force majeure*. For the purposes of these terms and conditions, *force majeure* means any act, event or cause, except in relation to obligations to make payments under these terms and conditions, beyond the reasonable control of the party affected by that force majeure including, without limitation, any act of God or any public enemy, fire, flood, explosion, landslide, epidemic, breakdown of or damage to plant, equipment or facilities, inability to obtain or unavailability of or damage to materials, ingredients or supplies, strikes, labour disputes, war, sabotage, riot, insurrection, civil commotion, national emergency and martial law, expropriation, restraint, prohibition, embargo, decree or order of any government, governmental authority or court.
18. The presenter of any coupon or fuel card correctly issued by Redan is deemed to be the authorised user and owner of such product is bound by general terms and conditions.
19. In the event that Redan, its agents or its distributors fail to deliver or make available fuel products, Redan shall have the right to refund the customer the amount paid as per the invoice relating to any unredeemed coupons or card balances as at the date of the refund. The refund shall be processed at the price and currency as per the invoice upon which the coupons and cards were processed. The customer hereby agrees to accept the refund upon cancellation of the coupons and card balances by Redan.
20. These terms and conditions are deemed to have been accepted by the customer(s) upon payment of this invoice and /or receipt of fuel coupons or cards. By accepting these terms and conditions the customer acknowledges that they have read, understood and agree to be bound by these terms and conditions.