

**GENERAL TERMS AND CONDITIONS  
OF THE GOODS SALES CONTRACT OF CIRCLE K LIETUVA, UAB  
Valid from 12 August 2022**

**1. Definitions**

- 1.1. The capitalised definitions used in the present Contract shall have the meaning as provided below, unless a different meaning is determined by the context:
- 1.2. **Seller** means Circle K Lietuva, UAB.
- 1.3. **Buyer** means business user purchasing Goods from the Seller using Customer Cards.
- 1.4. **General Terms and Conditions** mean general terms and conditions of the standard Circle K Lietuva, UAB goods sales contract.
- 1.5. **Card Customer's Questionnaire** means a questionnaire that the Buyer completes and the Seller approves and which serves as a basis for issuing Customer Cards to the Buyer.
- 1.6. **Supplement to the Card Customer's Questionnaire** means a document that allows persons, authorised by the Buyer, to subdelegate other persons to carry out communication with the Seller with regard to providing services to the Buyer under this Contract and/or contains an updated list of authorised (subdelegated) persons.
- 1.7. **Customer Cards** mean Circle K debit cards and/or Circle K Europe credit cards (and virtual versions thereof used via a Circle K mobile payment application for business customers, Circle K PRO) issued to the Buyer by the Seller.
- 1.8. **Credit Cards** mean Circle K credit cards and/or Circle K Europe (Routex) credit cards (and virtual versions thereof) issued to the Buyer by the Seller and setting out Credit Limits.
- 1.9. **Credit Limit** means a maximum Buyer's debt amount payable to the Seller which can be used by the Buyer to purchase the Goods at the Seller's or Seller's partners' stations.
- 1.10. **Good or Goods** mean products, goods and/or services specified in the Card Customer's Questionnaire.
- 1.11. **Party** means the Seller or Buyer; Parties mean the Seller and Buyer collectively.
- 1.12. **Special Terms and Conditions** mean the Card Customer's Questionnaire and/or Supplement to the Card Customer's Questionnaire and any other additional terms agreed by and between the Buyer and the Seller supplementing / amending the General Terms and Conditions.
- 1.13. **Contract** means the General Terms and Conditions and Special Terms and Conditions, accompanied by all annexes and agreements regarding supplement or amendment thereof, signed by both Parties.
- 1.14. **Routex Organisation** means an organisation that administers the Circle K Europe card and services provided thereby.
- 1.15. In the event of any conflict or inconsistency between the General Terms and Conditions and the Special Terms and Conditions, the provisions of the Special Terms and Conditions shall apply.

**2. Goods**

- 2.1. The Seller sells and the Buyer, using Customer cards, purchases fuel and/or automotive products, car-wash services and/or other services and goods.
- 2.2. The quality of the Goods shall always comply with obligatory quality requirements set forth in the applicable legislation.

**3. Customer Cards**

- 3.1. Customer Cards are: Circle K debit cards, Circle K credit cards and/or Circle K Europe credit cards, and virtual versions thereof.
  - 3.1.1. The Buyer may pay for the Goods using a Circle K debit card only upon making a deposit to the Circle K debit card account in advance. Circle K debit card may be used only in Lithuanian sales points marked with the Seller's trademark.
  - 3.1.2. The Buyer may pay for the Goods using a Circle K credit card and Circle K Europe (Routex) card provided that the amount payable does not exceed the set Credit Limit. The Customer undertakes to pay to Circle K all sums exceeding the Credit Limit. If the Credit Limit is exceeded, Circle K reserves the right to suspend all Credit Card or Circle K Europe credit card operations. Circle K credit card may be used only in Lithuanian sales points marked with the Seller's trademark. Circle K Europe (Routex) credit card may be used for payments in the Seller's stations in Lithuania, as well as in the Seller's or Seller's partners' stations abroad, including for other services and/or goods provided by the Seller's partners. The list of the Seller's or Seller's partners' stations operating abroad and accepting Circle K Europe credit cards is provided at [www.circlek.lt](http://www.circlek.lt).
- 3.2. The Buyer undertakes to protect Customer Cards and ensure that Customer Cards or their information (including Customer Card number, expiration date, PIN (Personal Identification Number) code, etc.) are not accessible to unauthorised persons, as well as protect the cards from mechanical damage, exposure to high temperature and electromagnetic fields.
- 3.3. All Customer Cards are protected by a unique PIN (Personal Identification Number) code.
  - 3.3.1. A PIN code is not issued upon ordering a Customer Card. This card is provided to the Buyer in a non-activated form. The Buyer, prior to using the said Customer Card, must activate it and create a unique Customer Card PIN code. The Buyer may independently activate the Customer Card and create a PIN code via a self-service website at: <https://card.circlekeurope.com/lt/>.
- 3.4. The Buyer must remember the PIN code and keep it secret, as well as not disclose it to any third parties. Violation of any such requirement shall be considered a failure to ensure PIN code protection. The Buyer must ensure that its employees and/or authorised persons who have been granted the right to use Customer Cards, are familiarised with the relevant Terms and Conditions

thereof and will observe all obligations assumed by the Buyer with regard to the safety of the Card information and non-disclosure of the PIN code. The Buyer shall be fully materially liable for any purchases made using specific Customer Cards issued to the Buyer. Circle K Lietuva, UAB has no possibility to verify and shall not verify if Customer Cards are used by the Buyer's authorised employees and/or other authorised persons.

- 3.5. The Buyer is able to block the Customer Card at any time. The Buyer shall immediately block the Customer Card(s) via the Circle K self-service portal or shall immediately report the issue to the Seller specifying which Customer Cards need to be blocked (if lost, stolen or destroyed, or due to any other reasons if there is a suspicion that the Customer Card (its information) is used illegally, the PIN code became known to third parties, even in cases where the Buyer keeps the Customer Card issued by the Seller). Should the Buyer be unable to block the Customer Card via the Circle K self-service portal, the Buyer shall inform the Seller on the need to block the Customer Card by calling 1877 (24/7).
  - 3.6. The Seller, at its own discretion, without any prior notice, has the right to unilaterally block, refuse service and/or not to update the Customer Card(s) in the following cases:
    - 3.6.1. The Buyer fails to make a timely payment based on a VAT invoice issued by the Seller in accordance with agreed terms and conditions; and/or
    - 3.6.2. The Buyer exceeds the Credit Limit set by the Seller and/or the Buyer does not agree to the reduction of the Credit Limit; and/or
    - 3.6.3. The Buyer has not been using the Customer Card for payments or for Goods purchasing for a period of 3 (three) months prior to the automatic update; and/or
    - 3.6.4. The Buyer has overdue payments payable to the Seller in accordance with any other contracts concluded with the Seller, unless the Buyer immediately (not later than within 3 (three) business days), after the payment becomes overdue, provides an adequate overdue payment fulfilment guarantee, which is acceptable to the Seller (bank guarantee, assurance, etc.); and/or
    - 3.6.5. The Buyer, when paying for the Goods, enters incorrect Customer Card PIN code 3 (three) times in a row.
  - 3.7. If the Customer Card is blocked or refused service in cases specified in Item 3.5 of the General Terms and Conditions, the Buyer shall not be obliged to cancel the Customer Card blocking (unblock it) and/or to resume service for the Customer Card that is no longer valid. Customer Card blocking and/or refusal of service thereof is an adequate consequence arising from the Buyer's failure to perform or improper performance of its contractual obligations.
  - 3.8. The Customer has the right to request application of the credit card day/week/month/transaction limits. Detailed information on possible limit options is provided at [www.circlek.lt](http://www.circlek.lt). Circle K Lietuva, UAB automatically sets a Customer Card day/week/month/transaction limit code LT5. The Customer hereby understands that upon reaching the set day/week/month/transaction limit and/or in cases where such day/week/month/transaction limit is exceeded by making a specific purchase, he or she will be unable to use the card for payments until the expiry of the relevant period. The Customer has the right to change the limits via the Circle K self-service portal.
  - 3.9. The Seller shall not be liable for the Buyer's losses incurred due to the Buyer's inability to pay using the blocked Customer Card and in cases, where the Customer Card payments are not allowed due to the applicable single transaction, location, time, goods or services restrictions or day/week/month/transaction limits.
  - 3.10. The Buyer is able to unblock the Customer Card PIN code via the internet self-service portal at <https://card.circlekeurope.com/lt/> or by contacting the Seller by calling 1877 (24/7) or in writing.
  - 3.11. The Buyer is able to unblock Customer Cards via the internet self-service portal at <https://card.circlekeurope.com/lt/> or by contacting the Seller in writing.
  - 3.12. The Customer Card expiry date is specified on each card. Customer Cards are updated automatically 2 months before the expiration date, except for cases where Customer Cards were blocked at the Seller's initiative and/or when the Buyer clearly states that it no longer wishes to update Customer Cards, and/or such cards have not been used for a period of 3 (three) months prior to the automatic Customer Card update. New Customer Cards shall be sent to the correspondence address specified by the Buyer.
  - 3.13. Any claims with regard to the Seller's actions, which allegedly infringed the Buyer's rights, may be submitted within 3 (three) months as of the moment the Buyer becomes, or could be expected to have become, aware of any such infringement, accompanied by documents supporting the claim and purchase documents if the claims submitted are related to the purchased goods and/or services. Upon expiry of the claim submission term it is deemed that the Buyer agrees to the Seller's actions and waives any potential claims with regard to the Seller.
- 4. Credit Limit**
- 4.1. The Buyer in possession of a Circle K credit card and Circle K Europe card, taking into account the Buyer's credit risk, shall be granted by the Seller a requested and appropriate Credit Limit. Upon obtaining the most recent financial documents of the Buyer (balance, profit and loss statements, etc.) and establishing the increase of the Buyer's credit risk, the Seller, at its own discretion may independently decide to reduce or cancel the Credit Limit. Upon

- receiving the Buyer's request and obtaining the most recent financial documents (balance, profit and loss statements, etc.), The Seller, at its own discretion may independently decide to increase the Credit Limit. If the Buyer so requests, the Seller may set credit limits for separate Customer Cards issued by the Seller.
- 4.2. Within 7 (seven) days after the Seller's request, the Buyer must provide a balance, profit and loss statements for the last quarter, as well as annual balance, profit and loss statements approved by an auditor (if audit is being performed or must be performed in accordance with the legislation of the Republic of Lithuania) within 4 (four) months following the end of the Buyer's financial year.
- 5. Settlement Procedure**
- 5.1. The Buyer shall pay for the Goods purchased from the Seller or the Seller's partners' abroad during the accounting period based on an electronic VAT invoice issued by the Seller not later than within 15 (fifteen) calendar days from the date of issue of the VAT invoice. The Buyer shall settle the issued VAT invoices via a bank transfer to the Seller's settlement account specified at [www.circlek.lt](http://www.circlek.lt). While making the payment, the Buyer shall indicate (in a box 'purpose of payment') a unique payment purpose number issued by the Seller and specified in the Seller's VAT invoices.
- 5.2. Each month, the Buyer, making payments for the Goods sold by the Seller or the Seller's partners' abroad, also undertakes to settle any applicable Customer Card administration charges. The Seller sets forth the Customer Card administration charges at its own discretion and taking into account Customer Card service costs. Such charges are provided at <http://www.circlek.lt>. The Buyer, taking the opportunity to pay at Routex partners' sales points, undertakes to pay a final price for goods and/or services indicated in the issued invoice, including, any mark-up applicable by Routex.
- 5.3. Purchases abroad shall be made with the Seller's partners. Such purchases shall be included in the Seller's VAT invoice for payment collection purposes only. Separate VAT invoices for purchases made abroad using Circle K Europe credit cards and issued by the Seller's partners are placed by the Seller on its internet self-service website at: <https://card.circlekeurope.com/lt/>. Based on these VAT invoices, the Buyer has the right, at its own discretion, to apply for VAT return in accordance with applicable legislation. The Seller shall not be liable for VAT return with regard to the Goods purchased abroad.
- 5.4. If the Buyer fails to pay any outstanding amounts, the Seller has the right to request 0.2% interest on the amount overdue for each day of delay, as well as refer such claims to a debt recovery company and/or apply to the court for enforced recovery of debt. In this case, at the Seller's request, the Buyer undertakes to reimburse debt administration and recovery costs and pay to the Seller applicable Customer Card charges in accordance with the Seller's rates published at <https://www.circlek.lt/verslui/ikainiai-ir-mokesciai>.
- 5.5. The Buyer, making payments using the Circle K debit card, shall freely decide on the amount to be deposited to the Circle K debit card. Upon spending the said deposit amount, the Circle K debit card usage is suspended. Circle K debit card payment option resumes within 2 (two) business days upon making a deposit to the Seller's account via a bank transfer. In case of insufficient funds, the Buyer is allowed to pay for the current purchase by adding the remaining amount at the station's cash register.
- 5.6. Customer Cards may also have negative balance in cases where the connection between the station terminal and the central computer was interrupted due to the communications operator's fault or other reasons. Negative balance for the previous month must be covered based on the VAT invoice issued at the start of the month within 15 (fifteen) calendar days from the invoice issue date.
- 5.7. Deposit balance may be returned to the Buyer within 15 (fifteen) days after the Buyer's request and upon returning Circle K debit cards to the Seller.
- 6. Liability**
- 6.1. The Buyer shall be liable for non-performance or improper performance of the Buyer's employees, secondary and parent companies, persons associated with the Buyer and their employees' obligations when purchasing Goods and using Customer Cards.
- 6.2. The Buyer shall be liable for appointing and dismissing authorised (subdelegated) persons responsible for communication with the Seller with regard to the provision of services to the Buyer under this Contract. The Buyer undertakes to inform its authorised (subdelegated) persons on the Terms and Conditions of the Contract and card usage terms and conditions provided on <http://www.circlek.lt> website. The list of authorised (subdelegated) persons of the company shall be specified in the Card Customer's Questionnaire or Supplement thereto. The Seller shall not verify the powers of the persons authorised (subdelegated) by the Buyer and, while providing services to the Buyer for the Contract administration purposes, shall rely on the information provided by the persons authorised (subdelegated) by the Buyer.
- 6.3. The Buyer shall be liable for any Goods purchases made using the Customer Card that were made before the moment of receipt of the Buyer's notification made by calling the specified number to the Seller on the need to block a specific Customer Card.
- 6.4. Upon verbal notification to the Seller made by calling the specified number on the need to block a specific Circle K Europe card, the Buyer shall be liable for any purchases made using a Circle K Europe card before and including that business day.
- 6.5. In cases where a Circle K Europe card is blocked outside the Republic of Lithuania, the Seller has the right to include any Circle K Europe card transactions made with the Seller and Seller's partners abroad into a purchase statement for 3 (three) accounting periods from the day the relevant Circle K Europe card was blocked and in accordance with terms stipulated in Item 6.4.
- 6.6. The Seller shall not be liable for any losses incurred by the Buyer arising from restricted use of the Customer Card.
- 6.7. The Seller shall not be liable for any false notices or requests to block the Customer Card.
- Protection of Personal Data**
- 7.1. The Buyer's data and information processed by the Seller in accordance with this Contract may be considered personal data. In this case, the processing of the Buyer's personal data is subject to the provisions set forth in Section 7 of this Contract, and the Seller is deemed the manager of the Buyer's personal data.
- 7.2. The Seller shall process the Buyer's personal data in accordance with the Republic of Lithuania Law on Legal Protection of Personal Data, EU General Data Protection Regulation 2016/679 and other applicable legislation regulating personal data protection.
- 7.3. The Seller shall process the Buyer's personal data for the purpose of the conclusion and fulfilment of this Contract.
- 7.4. In accordance with Item 7.3 hereof, the Seller shall process the following personal data:
- 7.4.1. Personal data specified in the Card Customer's Questionnaire and Supplement thereof (name, surname, VAT payer's code, correspondence address, postal code, city, registration address, telephone number, e-mail address, credit limit, mobile telephone number);
- 7.4.2. Goods-related information;
- 7.4.3. Customer Card data (number, expiry date, etc.);
- 7.4.4. Payment-related information;
- 7.4.5. Buyer's financial documents (balance, profit and loss statements, etc.);
- 7.4.6. Bank account number, bank name, bank code;
- 7.4.7. Other data expected to appear in this Contract, Card Customer's Questionnaire and Supplement thereof.
- 7.5. The Buyer's personal data specified in Item 7.4 of this Contract are collected for the purposes of concluding and fulfilling this Contract. Failure to provide such data means that the Buyer will not be allowed to conclude this Contract.
- 7.6. The Seller shall transfer the Buyer's personal data to its authorised data managers assisting the Seller in fulfilling this Contract. The Buyer's personal data shall be transferred to Routex which administers Circle K Europe card and services provided thereby. The Buyer's personal data may also be transferred by the Seller to data managers and recipients. For more information, please see Circle K Privacy Policy.
- 7.7. The Buyer's personal data shall be stored throughout the duration of the contract and 10 years upon expiry thereof. The Buyer's personal data may be stored for a longer period, provided that such is stipulated in applicable legislation.
- 7.8. The Buyer shall have the following rights related to his or her personal data:
- 7.8.1. To request access to personal data, to rectify or delete it, or to restrict processing thereof;
- 7.8.2. To object to any data processing;
- 7.8.3. To receive their personal data submitted to the Seller in a structured, commonly used, machine-readable and interoperable format (right to data portability);
- 7.8.4. To withdraw its consent (this shall not affect the lawfulness of data processing);
- 7.8.5. To appeal to the State Data Protection Inspectorate (A. Juozapavičiaus g. 6, 09310 Vilnius, tel. (8 5) 271 2804, e-mail [ada@ada.lt](mailto:ada@ada.lt)).
- 7.9. The Buyer may exercise these rights by contacting the Seller by e-mail [lietuva@circlekeurope.com](mailto:lietuva@circlekeurope.com) or telephone 1877. The Buyer may also contact the Seller's data protection officer. Relevant information on data recipients, the Seller's contact details and other information related to the Buyer's personal data processing is specified in the Circle K Privacy Policy.
- 8. Validity, Amendment, Notices and Miscellaneous Provisions**
- 8.1. The present binding Contract consists of the Special Terms and Conditions, as well as General Terms and Conditions agreed upon by and between the Parties.
- 8.2. The Contract is deemed concluded upon signing thereof by both Parties. The Parties may sign the same (one or more) copy of the Contract or exchange separately drawn up and duly signed copies thereof. The exchange of separately drawn up and duly signed scanned copies of the Contract performed via e-mail is deemed appropriate (as having legal effect). The Contract shall remain in force indefinitely.
- 8.3. The General Terms and Conditions may be unilaterally amended at the Seller's discretion by notifying the Buyer thereof not later than 30 (thirty) days before such amendments come into force. Should the Buyer disagree with the amendments, it has the right to terminate the Contract before such amendments come into force. Current version of the Terms and Conditions is provided at [www.circlek.lt](http://www.circlek.lt).
- 8.4. The Contract may be terminated unilaterally, without applying to the court and without indicating any reasons, by notifying the other Party 1 (one) month in advance. Before termination of the Contract both Parties must perform their mutual obligations. If the Buyer is the one terminating the Contract, such termination shall come into force as of the moment the Buyer performs all pecuniary obligations to the Seller arising from this Contract.
- 8.5. Any contract-related correspondence, including notifications, shall be sent in an electronic form, i. e. via email addresses of the Parties specified therein; or the Seller may send any contract-related notifications to the Buyer together with electronic VAT invoices. The Party undertakes to notify the other Party in writing on any changes to their details or correspondence address. All correspondence sent to the last address specified by the Party shall be deemed appropriate and binding to the other Party. Each Party shall be responsible for the provision of accurate and complete information.

- 8.6. The Special Terms and Conditions, as well as any information exchanged between the Parties and related to the performance of the Contract, is confidential and shall not be disclosed to any third parties. The Party in breach of the above confidentiality obligation shall reimburse the resulting damage incurred by the other Party.
- 8.7. This Contract is governed by the laws of the Republic of Lithuania. Any disputes arising from this Contract shall be examined in the courts of the Republic of Lithuania according to the location of the registered office of the Seller.