



申請人 現為 **香港會計師公會 HKICPA** 會員

**申請人資料**

申請人姓名 \_\_\_\_\_ (先生) 英文姓名 \_\_\_\_\_ (女士)

住宅地址 \_\_\_\_\_ 手提電話 \_\_\_\_\_  
(郵箱恕不接納) \_\_\_\_\_ 住宅電話 \_\_\_\_\_  
\_\_\_\_\_ 公司電話 \_\_\_\_\_  
\_\_\_\_\_ 傳真號碼 \_\_\_\_\_  
\_\_\_\_\_ 電郵地址 \_\_\_\_\_

在業公司名稱 \_\_\_\_\_ 職業/業務(年資) \_\_\_\_\_ ( 年) 申請人是 自僱 合夥 僱員

香港身份証 \_\_\_\_\_ (申請人若需要帳單發予在業公司) 商業登記號碼 \_\_\_\_\_

**申請油咭之車輛及所需文件**

使用油咭車牌	油咭號碼 (由供貨商填寫)	類別: 私家車、 van、巴士(座位)、 貨車(噸位)	若申請人非車主, 申請人與車主 的關係	使用油咭車牌	油咭號碼 (由供貨商填寫)	類別: 私家車、 van、巴士(座位)、 貨車(噸位)	若申請人非車主, 申請人與車主 的關係
1.				6.			
2.				7.			
3.				8.			
4.				9.			
5.				10.			

申請表需連同下列文件影印本郵寄: 捷惠公司 (新界 元朗郵政局 郵箱 1669 號)

- ✓ 身份證及住址證明 (如電費單、銀行結帳單等)
  - ✓ 車輛牌照登記 (正面)
  - 商業登記證 (帳單發予申請人的公司才需遞交)
  - ✓ 直接付款授權書 (銀行轉帳)
  - ✓ 會員證及號碼: \_\_\_\_\_
- 日後不是 香港會計師公會 HKICPA 會員, 須通知捷惠公司

**申請人聲明及確認**

- (1) 申請人向捷惠公司(供貨商)申請開立帳戶以使用供貨商提供的油咭以掛帳方式購買貨品, 以及向供貨商訂購其他貨品在特定地點交收。
- (2) 申請人明白供貨商處理申請是基於申請人所提供的資料, 申請人保證申請人及擔保人: (i) 沒有破產紀錄, 亦沒有破產事宜正在進行中; (ii) 並非無能償債者。申請人證實申請表內的資料均屬真確, 不論申請成功與否, 申請人所提交的文件全部不獲退回。
- (3) 申請人承諾遵照供貨商在按期發出結帳單上所訂明的付款期限日或之前繳付全數總應付金額; 倘拖欠付款, 供貨商有權取消所有未付款的貨品折扣優惠並更正有關帳單, 申請人亦須負責所有因欠款引致的相關費用。
- (4) 就《個人資料(私隱)條例》申請人同意供貨商可因一般的業務需要、追收帳款、對擔保人的知情權、申請人所屬團體若需供貨商按會員用量回贈、銷售自家代理的服務/產品、法律需要及公眾責任, 向相關人士收集、披露、使用及轉移申請人現在及將來的資料。
- (5) 申請人已詳閱及完全明白本申請表所列的全部條款及細則(合稱條款), 申請人願意接受條款的約束及承擔所有相關的法律及債務責任。申請人證實並沒有把供貨商所訂的申請表條款內容擅自作出任何修改。

請簽署在本申請表前、後頁及轉帳書。  
3 個簽署式樣須一致, 不可簡簽。  
如有塗改, 請在旁加蓋。

申請人簽署 \_\_\_\_\_ 簽署日期 \_\_\_\_\_

捷惠公司專用		介紹人	客戶號碼
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## 條款及細則

- (1) 捷惠公司(包括捷惠公司直接或間接聯營公司、承繼人及受讓人統稱為供貨商)接受申請人之申請後，設立“客戶帳戶”提供申請人(亦稱客戶)及/或其公司使用油公司的油咭在本港各有關油站以掛帳方式購買貨品；以油公司之發售價為基礎，供貨商給予客戶折扣優惠，但有權隨時更改或取消任何優惠而毋須事先通知客戶；供貨商亦會在特定地點銷售其他貨品給客戶。
- (2) 客戶須絕對接受有關油公司/生產商提供的貨品品質、適用性、液量/重量及交易記錄，供貨商不需對此負責。客戶亦同意妥善遵守油公司所訂的入油交易規條(詳情可向有關油站查詢)。
- (3) 客戶有責任遵照供貨商所發出結帳單(帳單)上訂明的付款期限日或之前繳付全數總應付金額(帳款)，及承擔本申請表所列的全部條款及細則(合稱條款)的所有相關法律及債務責任。總應付金額包括客戶須向供貨商負責支付的全部未付交易金額及前單欠款、各項相關事務費、逾期費(包括利息及欠款處理費)及所有因追收欠款而引致的費用(追討費)，包括但不限於法院收取的訟費、律師費、催收公司費、供貨商入稟法院立案訴訟處理費及其代表出席法院追收欠款之處理費。  
客戶按時付款，毋需支付逾期費；倘到期而有未清付的金額，則連同未發帳單的交易金額即時到期成為欠款，供貨商有權在下一期帳單就欠款向客戶收取逾期費，當期帳單的免息期亦即時被取消(免息期是交易日至付款期限日)。供貨商發單收取逾期費並不代表供貨商接受拖欠。供貨商絕對有權隨時按認為適當的辦法追收欠款，包括但不限於提出訴訟、聘用催收公司，毋須事先通知客戶及毋須負上任何責任。  
帳單上的逾期費是按欠款金額及拖欠的時間計算；拖欠的時間是由前一期帳單上的截數日期起計，倘拖欠半個月的利率是1.5%；倘拖欠一個月的利率是3%；逾期費在每期帳單計算一次及收取一次，直至全數欠款清還為止；逾期費以最低港幣100元為準。催收公司費約為收到客戶還款金額之40%，先扣除催收公司費餘額才償還欠款。客戶亦須支付給供貨商入稟法院立案訴訟處理費港幣2,000元及就出席法院的日數支付每日港幣2,000元，不足一日亦作一日計算。
- (4) 客戶可為現在及將來所增加或更換的車輛申請使用油咭，有關車輛不須為屬客戶所擁有；客戶亦可要求在供貨商所設立的同名客戶帳戶分配多於一個客戶帳號，或發帳單予客戶指定的公司，客戶必須對該等相關交易及費用負責，以及受條款所約束。
- (5) 在附加而並不影響及損害所有條款賦予供貨商不時可行使的權利(如抵銷權及留置權)，客戶或第三者提供的任何抵押(不論其後抵押有所增加或減少)都為供貨商持續性地持有用以償還客戶的結欠除非客戶清還全數欠款，供貨商唯一及絕對唯一有權隨意自行分配全部或部份抵押的變現值及客戶已付而未入帳的款項，共同或個別用於償還客戶及其有關公司欠供貨商的任何帳款，毋須事先通知客戶。在實際可行情況下，供貨商退回抵押，不須附計任何利息。
- (6) 客戶有任何資料更新或要求，應在10天前函告供貨商；凡供貨商根據最近錄存不論郵寄/電子傳輸/傳真函件，均視作已在3天內寄達/傳達給客戶。客戶須核對帳單，如有任何疑問，客戶必須於發單後一個月內函告供貨商，否則帳單所列帳項視作正確無誤，作為客戶欠負供貨商的最終證明及對客戶具約束力。每份索取的入油單據及帳單副本供貨商會收取港幣150元作文件處理費；索取一個月內所發的帳單副本則是免費。供貨商建議客戶在每次入油後及付款後保留單據，以便核對每期帳單。在任何爭議有待解決時，客戶不得扣減任何帳項。
- (7) 客戶應妥善保管及使用油咭，不得把油咭密碼告知他人。油咭必須由客戶或其授權人自用，不得轉售、轉借或作任何違法用途。若客戶出售或轉讓或停用車輛，應立即通知供貨商，並交還有關油咭。發現油咭遺失、失竊或未獲授權被使用，客戶應盡快向供貨商報失，並以書面證實，客戶仍須對報失後3個工作天以前該油咭所涉及的任何交易全數負責，及承擔一切因未經授權交易引致供貨商蒙受的損失。
- (8) 供貨商有權隨時更改、修訂或增刪任何一項或部份條款、利率及收費，客戶在被通知後繼續使用油咭或訂購貨品，則該等更改、修訂或增刪對客戶具有不可推翻的約束力。
- (9) 供貨商有絕對凌駕權在任何情況下終止客戶使用其提供的油咭而毋須事先知會客戶、毋須負上任何責任。客戶亦有權於任何時間終止使用油咭。不論油咭因何原因被終止使用，不論在沒有交易時有沒有繼續發出帳單，條款對客戶及擔保人之有效性及約束性不會因此而受影響、損害或解除。終止使用油咭時，客戶應立即交還油咭給供貨商，所有帳款即時到期付款，客戶須立即清還全數，否則供貨商會以追收欠款事宜處理。
- (10) (i) 供貨商可毋須事先知會客戶及擔保人亦毋須負上任何責任，唯一及絕對有權隨時按認為適當而給予客戶寬限或寬容、終止油咭使用、終止油咭使用後重新啟動、改變擔保人的組成、解除或增加或減少或動用或分配或變現全部或某部份抵押、或與客戶訂立其他債務協議，條款對客戶及擔保人之有效性及約束性不會因此而受影響、損害或解除。  
(ii) 儘管供貨商有任何疏忽、不行使、局部行使或延誤執行條款的情況，不得將此解釋為供貨商對任何條款撤銷或放棄執行權利。如果條款有任何一項或部份與法律有抵觸、無效或不能執行，餘下條款之有效性及約束性亦不會因此而受影響、損害或解除。
- (11) 本條款及細則受香港特別行政區的法律管轄。

本人/本公司(即申請人/客戶)完全明白本申請表的全部  
條款及細則 並願意接受全部條款及細則所約束:

◆  
申請人簽署

簽署日期:

簽署人姓名:

# 直接付款授權書 DIRECT DEBIT AUTHORISATION

APC103 Sht 8/93R B (F00)

收款之一方 (受益人) Name of party to be credited (The Beneficiary)	銀行編號 Bank No.	分行編號 Branch No.	收款賬戶號碼 Account No. to be credited
Ace Way Company 捷惠公司	0 0 4	4 9 9	8 7 3 6 3 6 8 3 8

本人/吾等現授權本人/吾等之下述銀行，(根據受益人不時給予本人/吾等銀行之指示)自本人/吾等之賬戶內轉賬予上述受益人。

本人/吾等同意本人/吾等之銀行毋須證實該等轉賬通知是否已交予本人/吾等。

如因該等轉賬而令本人/吾等之賬戶出現透支(或令現時之透支增加)，本人/吾等願共同及各別承擔全部責任。

本人/吾等同意如本人/吾等之賬戶並無足夠款項支付該等授權轉賬，本人/吾等之銀行有權不予轉賬，且銀行可收取慣常之收費，並可隨時以一星期書面通知取消本授權書。

本授權書將繼續生效直至另行通知為止或直至下列到期日為止(以兩者中最早之日期為準)。

本人/吾等同意，本人/吾等取消或更改本授權書之任何通知，須於取消/更改生效日最少兩個工作天之前予本人/吾等之銀行。

I/We hereby authorise my/our below named Bank to effect transfers from my/our account to that of the above named beneficiary in accordance with such instructions as my/our Bank may receive from the beneficiary from time to time.

I/We agree that my/our Bank shall not be obliged to ascertain whether or not notice of any such transfer has been given to me/us.

I/We jointly and severally accept full responsibility for any overdraft (or increase in existing overdraft) on my/our account which may arise as a result of any such transfer(s).

I/We agree that should there be insufficient funds in my/our account to meet any transfer hereby authorised, my/our Bank shall be entitled, in its discretion, not to effect such transfer in which event the Bank may make the usual charge and that it may cancel this authorisation at any time on one week's written notice.

This authorization shall have effect until further notice or until the below written expiry date (which shall first occur).

I/We agree that any notice of cancellation or variation of this authorisation which I/we may give to my/our Bank shall be given at least two working days prior to the date of which such cancellation/variation is to take effect.

**\* 如有塗改，請在旁加簽 Any alternation must be signed. \***

本人/吾等之銀行名稱 My/Our Bank Name	銀行編號 Bank No.	分行編號 Branch No.	本人/吾等之賬戶號碼 My/Our Account No.					
✓								
本人/吾等在結單/存摺上所紀錄之名稱 My/Our Name as recorded on Statement/Passbook	本人/吾等在結單/存摺上所紀錄之地址 My/Our Address as recorded on Statement/Passbook							
✓								
到期日 (請參閱下列各點) Expiry Date (See notes below)	D	D	M	M	Y	Y	本人/吾等之簽名 My/Our Signature(s)	日期 Date
							✓	✓
債務人之姓名(若非賬戶持有人) Name of Debtor (if other than account holder)	債務人之參考(由供貨商填寫) Debtor's Reference (Filled by the supplier)							
以下由銀行填寫 For Bank Use Only								Signature Verified

1) 本直接付款授權書將於「到期日」一欄中所填寫之日期自動撤銷。如貴戶意欲本直接付款授權書無限期有效(或直至貴戶予以撤銷為止)，則請將該欄留空。

2) 請保證貴戶在此授權書內之簽名，與銀行賬戶所簽者完全相同。

3) 在債務人之參考欄內，請將貴戶與受款一方之關係，略予說明，例如學生編號，抵押合約號碼或租務合約號碼等。

1) This Direct Debit Authorisation will be cancelled automatically on the date included in the box marked 'Expiry Date'. If you wish the Direct Debit Authorisation to have effect indefinitely (or until cancelled by you) please leave the box blank.

2) Please ensure that you sign the form in the usual way that you would sign on your Bank Account.

3) In the box marked 'Debtor's Reference' enter the identifying reference between yourself and the party to be credited i.e. student number, mortgage agreement number, rental agreement number, etc.

\* 請刪去不適用者 Delete whichever is not appropriate.

**注意：貴銀行會向付款人收取一次性小額處理費，本授權須待貴銀行確認後才生效，請依照帳單上列明的方式付款。**

**\*\* This authorisation shall be effected upon verification by the Bank with a one-time charge. Please follow the payment method on the statement.**

填寫本表格中間位置的項目：

\* 填上銀行名稱及編號(例如星展是016，匯豐是004)。若不清楚可向捷惠公司查詢。

\* 在 ✓ 的位置填寫及簽署，簽署的式樣須與銀行紀錄相同。

## Esso Fleet Card Terms & Conditions

The use of the Fleet Card (the "Card") issued by ExxonMobil Hong Kong Limited ("EMHK") is subject to the following Terms and Conditions:

- The entity to whom the Card is issued (the "Customer") may only use or allow some of its designated employees, officers, members, partners or owners to use the Card ("Users") for the purchase of petroleum products or any other products or services (the "Products") that may be available for sale at any service station designated by EMHK from time to time, and which the Customer has agreed by way of choice of options (the "Options") in the application form of the Card, to be purchased and charged to the Card. EMHK shall not, under any circumstance or in any way whatsoever, be bound to ensure the availability or provision of the Products or be liable in the event of non-availability or non-provision. Title to and risks in the Products shall pass to the Customer upon loading of the Products into the relevant Customer vehicle at the relevant service station of EMHK. The quantity of Products sold to the Customer hereunder as recorded by the devices at EMHK service station shall be deemed to be accurate and correct in the absence of manifest error.
- The Card shall only be valid for use within the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") for such duration as shall be specified on the Card or, as the case may be prescribed by EMHK.
- The Card is, and will be at all times, the property of EMHK.
- The Card is not transferable.
- The Customer declares that all information given in the Card's application form and all information that may be provided to EMHK as and when required by EMHK is or will be true, accurate and complete. The Customer agrees to provide EMHK with all such information as may be required by EMHK from time to time for purposes of the application and all other matters relating to the Card and understands all information provided by the Customer will be used and relied upon by EMHK for the said purposes.
- The Customer agrees that EMHK may collect and use any personal data relating to the Customer or the Users in connection with the provision of the Products to the Customer and the Users; as part of the ongoing services provided to the Customer or the Users by EMHK; to process the Customer's application for a Card and to determine the Customer's eligibility to receive a Card; or otherwise for the purposes of complying with or performing these Terms and Conditions. All personal data collected by EMHK shall be used in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) and EMHK's Personal Information Collection Statement that is enclosed with the application form or as otherwise provided to the Customer, from time to time.
- The Customer shall procure that the Users use the Card only at the service stations designated by EMHK from time to time. The Customer shall procure that the Users produce the Card to the attendant at the service station whenever the User wishes to make a purchase. The attendant will return the Card to the User together with a statement of the Products purchased on that occasion should the Customer so requests. The Customer acknowledges and agrees that the User shall be deemed to accept the details on the statement as correct on behalf of the Customer, unless the User raises an objection before leaving the service station. In case no statement is requested, the Customer shall automatically be deemed to accept details of the transaction as correct. The Customer shall at all times remain responsible and liable to EMHK for the actions or omissions of the Users.
- The Customer acknowledges that if the vehicle number is not embossed on the Card, the Card may be used by anyone who presents it to the attendant at the service station, and that EMHK has no obligation to verify the identity of the user(s).
- The Customer acknowledges that if the vehicle number is embossed on the Card, EMHK will only verify the vehicle number when the Card is presented to the attendant at the service station.
- The Products shall be supplied to the Customer at their respective prices as shown at the service stations less any rebate that EMHK may offer and have communicated to the Customer from time to time pursuant to paragraph 17. Subject to paragraph 20 hereof, the Customer shall be responsible and pay for all transactions effected by use of the Card (and where multiple Cards are issued to the Customer, the Cards), whether authorised by the Customer or not.
- EMHK will maintain an account for the Customer (the "Credit Account") to which all purchases of the Products effected by use of the Card (the "Credit Transaction") during a 30-day period or such other period as may be set forth by EMHK will be debited. Where multiple Cards are issued to the Customer, EMHK may debit the purchases of the Products effected by use of such Cards with the same Credit Account maintained for the Customer. An invoice (the "Invoice") will be sent to the Customer monthly detailing the amount outstanding on the Credit Account. EMHK may appoint a service provider (the "Collection Service Provider") as agent for the collection of payment with respect to the Cards and EMHK may notify the Customer details of the Collection Service Provider from time to time. The amount stated in the Invoice will become due and payable in full by the Customer within 15 days (or such other number of days as may be determined by EMHK from time to time) of the expiry of the said 30-day period (or such other period set by EMHK). The Customer shall notify EMHK or Collection Service Provider (if appointed) of any error in the Invoice within 14 days of the date of the Invoice. Otherwise, the Invoice shall be deemed correct and shall be conclusive evidence of the amount due from the Customer to EMHK. EMHK may require the payment to be made by direct debit, autopay or any other method as it may notify the Customer from time to time. Any payment hereunder which falls due on a non-banking day shall be deemed to become payable on the day that immediately precedes such non-banking day(s).
- The Customer shall settle promptly and in full all payments due and owing to EMHK and shall not under any circumstances whatsoever withhold any payments pending resolution of any dispute that the Customer may have including but not limited to disputes relating to the Vehicle Profiles Function.
- If full payment is not received on or before the due date stated in the Invoice, EMHK and/or the Collection Service Provider (if appointed) reserve the right to impose on the Customer a late payment charge on all outstanding amounts at the rate of one and a half (1.5) percent per month and prorated for part thereof, until time of receipt of payment.
- EMHK may require the Customer to provide security from time to time to secure all or any amounts due from the Customer, sales credit limit that may be granted to the Customer and due observance and performance of the obligations of the Customer under these Terms and Conditions and the Fleet Card Agreement (if any). The security shall be in such form and substance satisfactory to EMHK and for such amount as may be required by EMHK from time to time. EMHK shall be entitled to apply the security to settle all or any amounts due from the Customer and to cover all losses and damages that may be suffered by EMHK due to failure of the Customer to observe or perform any of its obligations under these Terms and Conditions and the Fleet Card Agreement (if any). Provided the Customer has duly settled all amounts and observed and performed all its obligations under these Terms and Conditions and the Fleet Card Agreement (if any), the security will be returned to the Customer, without interest, as soon as practicable after termination of use of the Card. EMHK shall have the right to unilaterally suspend use of any Card at any time in the event credit checks on the Customer under paragraph 6 hereof reveals the Customer not to be credit worthy for the payment due hereunder and /or the security from time to time received from the Customer ceases to adequately secure the Customer's payment obligations hereunder until such time as the Customer is determined by EMHK to be credit worthy and /or the security taken from the Customer adequately secures its payment obligations hereunder.
- EMHK shall be entitled to appropriate any payment made by the Customer and apply it in total or partial satisfaction of any debt then due from the Customer to EMHK. Where the amount paid by the Customer is less than the amount due to EMHK hereunder, EMHK may appropriate the payment to any individual supply made hereunder. The Customer hereby authorises EMHK at any time by written notice to the Customer to apply any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled on any account, or which is held to the Customer's order, in or towards satisfaction of any sum then due from the Customer to EMHK and unpaid. EMHK shall not be obliged to exercise its rights of set-off and appropriation under this paragraph, which are without prejudice to and in addition to any other rights or lien to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).
- The Customer shall observe the sales credit limit assigned to the Card although EMHK may from time to time allow the limit to be exceeded at its discretion.
- EMHK may agree with the Customer on the amount of fixed rebates and/or discounts that may be enjoyed by the Customer in respect of the Credit Transactions and such agreement shall be evidenced in writing. In the absence of such an agreement in writing, EMHK may, at its sole discretion, offer to the Customer from time to time rebates and/or discounts for the Credit Transactions and EMHK reserves the right to revise or terminate such rebates and/or discounts at any time without notice to the Customer.
- Any request for alteration of the Options by the Customer shall be made in writing. EMHK shall have absolute discretion to accept or reject such alteration. EMHK reserves the right to alter or cancel any or all of the Options from time to time upon notice to the Customer.
- The Customer shall notify EMHK promptly in writing of any change in the Customer's office or contact address or any sale or transfer of the Customer's vehicle(s) in respect of which a Card has been issued.
- The Customer shall and shall procure that the Users keep the Card and the personal identification number (if applied for) used in relation to the Card secure. Any loss or theft of the Card and/or any loss, theft or disclosure of the personal identification number shall be reported to EMHK's Card Centre hotline immediately by telephone and confirmed in writing within 3 business days. Notwithstanding such loss, theft and disclosure, the Customer shall be responsible for all Credit Transactions effected by use of the Card up to and including the first business day after EMHK has received the loss, theft or disclosure report from the Customer in writing to EMHK.
- EMHK reserves the right to impose on the Customer a fee EMHK may fix from time to time for the issuance of a replacement card either as a result of the Card and/or the personal identification number having been lost, stolen or disclosed or, the alteration of the Options.
- EMHK may at its discretion and without giving any reason therefor cancel the use of the Card at any time. Upon receipt of notice from EMHK, the Card shall be immediately returned to EMHK.
- Without limiting the generality of paragraph 23 hereof, EMHK reserves the right not to accept the Card if the Customer commits a breach of any of the terms stated in these Terms and Conditions and/or Fleet Card Agreement (if any) and EMHK shall not be responsible for any loss if the Card is not honoured for any reason whatsoever.
- The Customer may terminate the use of the Card at any time upon giving prior written notice to EMHK accompanied by the return of the Card. Returned Card shall be cut in two. The Customer shall remain liable for all Credit Transactions effected by use of the Card and all charges up to the date on which EMHK receives the return of the Card which shall have been duly cut in two.
- The whole of the outstanding balance on the Credit Account together with the amount of any outstanding Credit Transactions effected but not yet charged to the Credit Account shall, notwithstanding any other terms of these Terms and Conditions, become immediately due and payable in full to EMHK or the Collection Service Provider (if applicable) on the termination of the Fleet Card Agreement (as defined below) (if any) or the use of the Card or on the petition for the Customer's insolvency, bankruptcy, liquidation or the Customer's death. If the Customer fails to pay any amount when due, EMHK and the Collection Service Provider (if applicable) may incur legal, collection or other expenses in recovering such outstanding amount from the Customer and the Customer shall be liable for all costs and expenses incurred by them.
- Conditions implied and whether arising under any law, regulation or otherwise, as to the condition, suitability, quality, fitness or safety of the Products are expressly excluded to the extent permitted by law.
- Without limiting the other provisions of these Terms and Conditions, EMHK shall not be liable for any loss or damage suffered by the Customer due to any delay or failure in replacing the Card and/or any breakdown or failure of machinery, system or processor, industry dispute, war, act of God, system failure and anything beyond the control of EMHK.
- EMHK shall not be liable for any loss or damage caused to the Customer arising from any act or omission of the operator of any service station designated by EMHK, EMHK's appointed agents, contractors and/or suppliers including without limitation, any refusal to honour or accept the Card. The Customer shall be liable to EMHK for the safe custody and proper usage of the Card and shall indemnify EMHK for all losses arising from or occasioned by any gross negligence and willful misconduct in its use of the Card(s). Any dispute or claim the Customer may have with or against the operator of EMHK's designated service station, EMHK's appointed agents, contractors or suppliers shall not affect the performance by the Customer of its obligations under these Terms and Conditions.
- All the rights, interests and powers of EMHK hereunder shall remain in force notwithstanding any neglect, forbearance, partial exercising, or delay in the enforcement or exercising thereof and EMHK shall not be deemed to waive or forego any of its rights or any provision hereof or any notice given hereunder unless such waiver is in writing.
- Where there is a subsisting fleet card agreement entered into between EMHK and the Customer (the "Fleet Card Agreement"), in case of inconsistency between the Fleet Card Agreement and these Terms and Conditions, the terms contained in the Fleet Card Agreement shall prevail.
- EMHK reserves the right to add to, delete and/or to vary any of these Terms and Conditions upon notice to the Customer. Use of the Card by the Customer after the effective date of any change in these Terms and Conditions shall constitute acceptance without reservation by the Customer of such change. If the Customer does not accept any proposed change, the Customer shall return the Card to EMHK prior to the effective date of such change.
- EMHK may, upon written notice to the Customer but without the Customer's consent, assign all or any portion of its rights and benefits hereunder or transfer all or any portion of its obligations hereunder to any person.
- These Terms and Conditions shall ensure for the benefit of EMHK and its successors and assigns and shall be binding upon the Customer and its successors and personal representatives.
- Any notice by EMHK hereunder shall be in writing and shall be served on the Customer by post or by means of an advertisement in any daily newspaper in Hong Kong. A notice shall be deemed to have been served on the Customer (i) if by post, three days of posting to the address last notified in writing to EMHK by the Customer and (ii) if by daily newspaper in Hong Kong, the day the notice is advertised in the daily newspaper is Hong Kong.
- No liability shall result to either party from delay or failure in performing any of the Terms and Conditions hereunder on its part to be observed or performed caused by circumstances reasonably beyond the control of the party affected, including, but without limiting the generality of the foregoing, wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labour or employment disputes and difficulties, fires, flood, storm, typhoons, Acts of God, accidents, breakdown or plant shutdown for repairs, maintenance or inspection, embargoes or other import or export restrictions, compliance with any regulation, direction or request made by any Government, utility or other competent authority, provided that the party affected shall properly take reasonable steps to remedy the cause of the delay or failure. Each party shall promptly notify the other upon the occurrence of any contingency excusing its delay or failure in performance. If in EMHK's reasonable opinion there is, or may be, such shortage of supply of any Products at any of its present or future regular sources of supply that EMHK is, or may be, unable to meet the total demand for the Products at every of its service stations, then EMHK shall have the liberty to apportion on such fair and reasonable basis according to its own discretion among its service stations such Products as is then available to EMHK without accounting to the Customer. EMHK shall not be required to make up any supplies omitted by reason of any of the causes referred to in this paragraph.
- The Customer (except with the consent of EMHK) shall not itself use or divulge to any person, and shall use all reasonable endeavors to prevent the publication or disclosure of, these Terms and Conditions or its details, any confidential information concerning the business or finance of EMHK or any of its dealings, transactions or affairs, provided always that the provisions of this paragraph shall not apply:
  - to any information already known to the recipient otherwise than as a result of entering into these Terms and Conditions;
  - to any information which is or becomes public knowledge otherwise than as a result of its own conduct, being a breach hereof;
  - to any extent that the recipient is required to disclose the same pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental or other authority (including, without limitation, of any stock exchange or securities commission) provided that Customer provides EMHK with as much notice as possible, and shall take all reasonable steps to preserve confidentiality as permitted by law;
  - to the extent that the recipient needs to disclose the same for the protection or enforcement of any of its rights under these terms and conditions to such persons as require to be informed of such information for such purposes; and
  - to the disclosure of the same by the Customer to its legal advisers, accountants and other professional advisers.
- These Terms and Conditions are written in both English and Chinese. In case of inconsistency between the English version and the Chinese version, the English version shall prevail.
- The relationship between EMHK and the Customer hereunder shall be one of seller and buyer of the Products on the terms hereof only. Any other relationships between EMHK and the Customer are hereby excluded.
- These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.

