

Caltex StarCard Terms and Conditions

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

“*CHEVRON*” means CHEVRON PHILIPPINES INC.

“*COMPANY*” means the STARCARD applicant as specified in the STARCARD Application Form and the Secretary’s Certificate.

“*Billing Cycle*” means the 30 calendar days billing period.

“*Charges*” means purchases made on the STARCARD of Chevron Products and/or Services, including all chargeable fees.

“*Due Date*” means the specified deadline for payment by the COMPANY of the STARCARD account statement, which is 30 days after the statement date. The statement date also means the COMPANY’s cut-off date and is the last calendar day of the month.

“*Authorized Retailer*” refers to the Chevron petroleum retail dealer that is officially designated and authorized by CHEVRON to sell products and services using the StarCard.

“*Authorized Signatory*” means the person who is authorized to complete and sign the STARCARD Application Form for and on behalf of the COMPANY.

“*Listed Vehicles*” means vehicles designated by the Authorized Signatory on the StarCard Application Form for the issuance of a StarCard bearing the plate number and the make and model of the said vehicle which particulars appear in the Vehicle Data and includes all additional vehicles which the Authorized Signatory may subsequently designate by forwarding to CHEVRON the particulars thereof.

“*StarCard*” means a card issued by CHEVRON pursuant to this Agreement for an employee or Listed Vehicle, the plate number, make and model of which appear on the StarCard and which may be used in connection with the purchase of Products and/or Services from an Authorized Retailer.

“*StarCard Application Form*” means the application form to be completed by the Authorized Signatory for the application of STARCARD.

“*Cardholder*” means the party whose name appears on the STARCARD.

“*Chevron Sales Draft*” means a manual, machine and/or electronically printed Chevron Sales Draft evidencing point of sale to the Cardholder, issued by an Authorized Retailer at the time of the purchase and charge of the Products and/or Services to the STARCARD.

“*Account Statement*” means the monthly statements of account generated by CHEVRON to the COMPANY, stipulating the amount outstanding and accrued late payment charges, and such other charges as may be imposed and whenever applicable.

“*Product*” means available fuels and lubricants and any other items approved by CHEVRON from time to time and offered for sale by an Authorized Retailer purchases of which may be charged to the StarCard.

“*Services*” means those services designated by CHEVRON relating to the maintenance of the Listed Vehicles rendered by an Authorized Retailer, the cost of which may be charged to the StarCard.

“*Vehicle Data*” means the attachment and supplemental forms to the StarCard Application Form completed by the Authorized Signatory and containing particulars of each Listed Vehicles to be issued a StarCard pursuant to this Agreement including particulars of additional vehicles which the Cardholder may forward to CHEVRON in writing.

TERMS AND CONDITIONS

1. **THE STARCARD:** The STARCARD enables the Cardholder to purchase Products and/or Services from any Authorized Retailer and to charge such purchase to the STARCARD. CHEVRON, shall not, however, in any way be bound to ensure the availability or provision of the Products and/or Services or be liable in the event of such non-availability or non-provision thereof.

The STARCARD issued by CHEVRON is the sole property of CHEVRON. It is not transferable and will be honored by CHEVRON Authorized Retailers only when properly signed and presented by the authorized CARDHOLDER in good standing and the CARDHOLDER signs the required Chevron Sales Draft. The CARDHOLDER is in good standing if all accounts for the issuance and/or use of his STARCARD are current and not overdue, and his privilege to use the STARCARD is not suspended or terminated and has not expired.

Issuance of additional STARCARDS, as designated by the COMPANY, other than those previously issued shall only require accomplishment of the Additional Enrollment Form signed by the authorized signatory(s) of the COMPANY.

2. **EXPIRY AND RENEWAL OF THE CARD:** Unless earlier terminated, voluntarily cancelled, or returned by the COMPANY, the STARCARD shall be valid up to the date indicated thereon. This agreement may be renewed upon mutual agreement of the parties. After the expiration date, CHEVRON and its Authorized Retailers shall no longer be bound as may hereinafter be provided to honor the expired STARCARD unless the same has been renewed.
3. **TERM OF AGREEMENT AND RENEWAL:** This Agreement shall remain in full force and effect for an initial term of two years from the date of execution of this Agreement. This Agreement shall automatically be renewed and shall continue to be in effect thereafter unless earlier terminated by either COMPANY or CHEVRON upon thirty (30) days prior written notice to the other Party. All STARCARDS shall be deemed cancelled effective upon termination or expiration of this Agreement.

Notwithstanding the foregoing, either Party shall have the right to terminate this Agreement at any time, with immediate effect upon receipt by the other Party of the written notice of such termination, upon any one or more of the following events:

- i. breach of any of the terms and conditions contained in this Agreement;
- ii. dissolution or liquidation of the other party;
- iii. insolvency of the other party or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or the other party enters into an arrangement with its creditors; or
- iv. any material and adverse change in the financial condition of the other party.

The COMPANY and CARDHOLDER agree to hold CHEVRON free and harmless from any claim for damages arising from such termination unless CHEVRON is the one which violates this Agreement. Continued use of the STARCARD after receipt of the notice of termination shall be considered fraudulent.

Rights, obligations or liabilities which accrued prior to the termination of this Agreement shall survive the termination of this Agreement notwithstanding the provisions of this paragraph 3.

4. **LOSS OF THE CARD:** In the event the STARCARD is lost or stolen, the CARDHOLDER shall make a phoned-in report of the loss/theft within twenty-four (24) hours to CHEVRON stating the place, date, and circumstances of the loss/theft and the last purchases made prior to the loss/theft. Likewise, a written report should be submitted within three (3) days from date of phoned-in report to confirm said report and to facilitate replacement. Any charges made against the lost/stolen STARCARD prior to the phoned-in report shall be for the exclusive account of the COMPANY.

The CARDHOLDER's failure to report immediately the loss/theft of the STARCARD to CHEVRON after discovery and to state information as to place, date and last purchases made, shall be deemed proof of fraud, and CHEVRON and its Authorized Retailers shall be free and harmless from any and all claims for damages or otherwise to be made by the COMPANY or the CARDHOLDER.

5. **CREDIT LIMIT:** The CARDHOLDER and/or COMPANY shall be granted a Credit Limit, which shall be the maximum allowable outstanding balance or purchases that a CARDHOLDER and/or COMPANY may be allowed at any given time under this Agreement. The CARDHOLDER and/or COMPANY agrees not to exceed the assigned Credit Limit, otherwise the STARCARD shall automatically be blocked and all charges shall become due and demandable without prior notice and the credit privileges shall be suspended immediately pending full settlement thereof.
6. **TAXES:** Company shall be liable for and/or pay any and all taxes which any taxing authority claiming jurisdiction over this Agreement may assess or levy against Chevron on account of or resulting from Company's obligations under this Agreement. Company, to the extent required by law, shall withhold and pay to such taxing authorities any taxes levied or assessed on account of the services rendered. Company shall indemnify, defend and hold Chevron harmless from and against all liability or claims for taxes, including interest, penalties or fines, which any taxing authority may assess or levy against Company in connection with Company's tax obligations relating to this Agreement, as well as any taxes imposed on Company as a consequence of receiving indemnity payment under this clause. Value-added tax (VAT), if applicable, shall be for Company's account.
7. **RESPONSIBILITY OF THE CARDHOLDER:** The CARDHOLDER shall be responsible for and shall ensure that the Chevron Sales Draft accurately reflects any and all purchases charged to the STARCARD. In the absence of manifest error, the Chevron Sales Draft shall be deemed as conclusive and binding upon the COMPANY and CARDHOLDER for all purposes of this Agreement. Cardholder may dispute transactions within sixty (60) days after the receipt of the Statement of Account.

The COMPANY shall ensure that the CARDHOLDER shall comply with its obligations hereunder, otherwise CHEVRON shall not be liable for any loss or damage that may arise from failure to perform said obligations.

The CARDHOLDER and the COMPANY shall also be responsible for safely retaining the Chevron Sales Draft. In the event the Chevron Sales Draft is misplaced, damaged and/or lost, and a request is made by the COMPANY to CHEVRON for any reason whatsoever for copies thereof, CHEVRON has the right to charge the COMPANY a reasonable service fee charge per request. Any request for copies of the Chevron Sales Draft should be made within thirty (30) days from date of transaction, otherwise the same shall no longer be accommodated by CHEVRON.

The Authorized Retailer may, for any reason whatsoever, require the CARDHOLDER to present any valid identification for verification purposes.

8. **COMPANY LIABILITY:** The COMPANY shall be solely liable for the payment of all obligations or charges arising from the use of the STARCARD, irrespective of whether or not the obligations or charges were incurred for the interest and benefit of the COMPANY or for the personal interest of the CARDHOLDER. The COMPANY shall likewise be solely liable for all charges made on the STARCARD by the CARDHOLDER in excess of the approved Credit Limit assigned to the CARDHOLDER.

The COMPANY shall be responsible and shall pay for any and all purchases of Products and/or Services charged to the STARCARDS notwithstanding that a Vehicle is no longer a Listed Vehicle if CHEVRON was not informed of the loss, theft or removal of the vehicle from the vehicle listing.

The COMPANY shall indemnify and keep CHEVRON free and harmless against any and all claims, losses, damages, actions, demands, penalties, fines, costs, or expenses including attorney's fees, of any nature whatsoever and howsoever arising which CHEVRON may incur, sustain or suffer arising out of, relating to or in connection with the issuance of the STARCARD to the CARDHOLDER or the use of the STARCARD by the CARDHOLDER with respect to purchase of the Products and/or Services.

9. **AUTHORIZED RETAILERS:** CHEVRON has contracted with its Authorized Retailers to honor the STARCARD for purchase of CHEVRON Products and/or Services. CHEVRON shall not be responsible to the COMPANY, if for any reason, the STARCARD is not honored, notwithstanding the availability of credit in favor of the CARDHOLDER. In the event that the STARCARD is not honored by Chevron's Authorized Retailers due to circumstances beyond the control of CHEVRON, CARDHOLDER may contact the Customer Service, Monday to Friday from 6:00 AM to 7:00 PM and on Saturday from 8:00 AM to 3:00 PM to assist the CARDHOLDER to resolve issues arising from the use of the STARCARD.

The COMPANY further agrees to indemnify and hold CHEVRON free and harmless against any claim, suit or action for damages if the STARCARD is not honored due to circumstances beyond the control of CHEVRON.

Authorized Retailer shall check the physical features and condition of the STARCARD to determine its authenticity according to its format, and its validity and acceptability by checking the card number, expiry date, product code, cardholder name or vehicle plate number, model or registration number.

10. **BILLING PROCEDURE:** Charges made against the STARCARD during any given month shall be set forth on a billing statement to be sent to the COMPANY. CHEVRON shall furnish the COMPANY and the CARDHOLDER a monthly account statement.

The COMPANY and the CARDHOLDER agrees to examine their account statement and to report any discrepancy immediately. If no error is reported in writing within thirty (30) days from the statement date, the account statement shall be considered as conclusively correct with respect to the COMPANY.

11. **PAYMENT OF CHARGES:** The COMPANY agrees to pay in full all the outstanding charges appearing on the monthly billing statement on or before the payment due date indicated in the account statement. If the due date for payment falls on a Saturday, Sunday or holiday, the payment due date automatically becomes the last working day prior to said payment due date.

The COMPANY hereby authorizes CHEVRON to charge replacement fees as may be deemed necessary by CHEVRON in order to maintain the services to be provided under this Agreement with prior written notice.

In case any outstanding amount remains unpaid after payment due date, a penalty of five percent (3.25%) of such outstanding amount per month until fully paid shall be imposed and charged against the COMPANY. CHEVRON shall have the right to adjust or change the penalty rate without prior notice or consent from the COMPANY. The issued STARCARD shall automatically be blocked and all credit privileges suspended, and the outstanding balance due and demandable if the outstanding balance remains unpaid ten (10) days after due date.

Accounts Receivables from the COMPANY may be sold by CHEVRON to any third party without the need of notice or consent and without recourse.

12. **OBLIGATION OF COMPANY AS WITHHOLDING AGENT:** When applicable, a duly constituted withholding agent by the Bureau of Internal Revenue (BIR), is obliged to withhold tax at the rate imposed by BIR rules and regulations, which is currently one percent (1%) of its total payments to CHEVRON. Pursuant to BIR regulations, COMPANY is required to furnish CHEVRON with the corresponding BIR Form No. 2307 (Certificate of Creditable Taxes Withheld at Source) as follows:

- Simultaneously with the income payment to CHEVRON upon the latter's request, or;
- Within twenty (20) days after the close of the taxable quarter.

Failure to comply with the above shall give rise to a right to CHEVRON to refuse acceptance and instead collect the amount withheld from CHEVRON's billings as part of the COMPANY's payable.

In case of failure to comply with its withholding tax obligations within the prescribed period that prevents CHEVRON from crediting the same against its income tax, the liability of COMPANY to the tax authority shall still subsist without a right to seek reimbursement from CHEVRON for the withholding taxes that COMPANY should have withheld.

13. **SUSPENSION OR TERMINATION OF CARD PRIVILEGES:** CHEVRON reserves the right to suspend, cancel or terminate the use of the STARCARD or withdraw the privileges of the CARDHOLDER for any cause with prior notice to the COMPANY.

In the event of the withdrawal of the privilege to use the STARCARD for whatever reason, including but not limited to the expiration of the STARCARD, suspension or termination of the privileges of the CARDHOLDER, or the CARDHOLDER's failure to comply with any of the Terms and Conditions of this Agreement, his death (however evidenced), illiquidity of the COMPANY:

- a. The STARCARD(s) shall automatically be blocked and all privileges granted to the CARDHOLDER suspended or terminated.
- b. All aggregate unpaid account of the CARDHOLDER, including but not limited to costs and attorney's fees, shall immediately become due and demandable by giving prior notice to the COMPANY.

The COMPANY agrees to indemnify and hold CHEVRON free and harmless from any claims or actions for damages arising from such suspension, cancellation, termination, withdrawal or confiscation of the STARCARD or STARCARD privileges or this Agreement.

Continued use of the STARCARD despite such suspension, cancellation or termination shall be considered fraudulent.

The COMPANY shall take all reasonable actions necessary to retrieve the STARCARDS which have been cancelled. Such STARCARDS shall be returned to CALTEX destroyed or cut in half. COMPANY's failure to notify CHEVRON of withdrawal of STARCARD from a CARDHOLDER shall result in COMPANY's liability to pay all charges made to a CARDHOLDER's account even after such termination. All such charges must be paid on the due date indicated on the account statement.

The expiration, suspension, cancellation or termination of the STARCARD shall terminate the credit extended to the CARDHOLDER under this Agreement.

14. **DEFAULT, ATTORNEY'S FEES AND VENUE:** In the case of default by the COMPANY in the payment of its outstanding obligations under this Agreement, its CARDHOLDER's right to use the STARCARD shall automatically be terminated. Upon such termination, the CARDHOLDER(s) shall refrain from further using such STARCARD(s), and the COMPANY shall surrender the same to CHEVRON or its authorized representatives upon demand.

If collection of the account is referred to a collection agency and/or enforced through court action, the COMPANY agrees to pay the costs of collection and/or attorney's fees equivalent to twenty five percent (25%) of the unpaid balance (including all interest and service charges), as well as the expenses of litigation and judicial costs. The exclusive venue of all suits to enforce any of the rights under this Agreement shall be in the proper courts of the City of Makati, the COMPANY waiving all other venues.

15. **LIMITATION OF LIABILITY:** In the event of any controversy or action arising from this Agreement or any incident thereto which the COMPANY may file against CHEVRON, the liability of CHEVRON shall not exceed the damages actually proved to have been suffered by the COMPANY.
16. **ANNUAL FEE/REPLACEMENT FEE:** The COMPANY agrees to pay CHEVRON an annual and joining fee for each STARCARD issued, the amount of which to be determined by CHEVRON. The annual fee and joining fee may be changed by CHEVRON from time to time without prior notice or consent of the COMPANY. The COMPANY may elect to terminate this Agreement by prior written notice to CHEVRON within thirty (30) days after an increase in annual fee and joining fee has been announced. All paid annual and joining fees are non-reimbursable even if the STARCARD privileges of the CARDHOLDER are suspended or terminated. Card Fees may be waived upon request of the COMPANY and only upon approval by CHEVRON. The annual fee and joining fee shall be subject to the applicable withholding tax. Lost/damaged cards shall incur a replacement fee of One Hundred Pesos (PHP100.00), which amount is subject to change with prior notice to the COMPANY.
17. **COMPANY REPRESENTATIVE:** The COMPANY upon signing this Agreement, shall designate one or more of its employees (individually and collectively, the "Representative") to assist CHEVRON in the administration of the STARCARD AGREEMENT. The Representative shall undertake the duties requested by CHEVRON and agreed to by the COMPANY, such as being familiar with all aspects of the STARCARD AGREEMENT, including but not limited to, billing procedures, number and status of STARCARDS, status of CARDHOLDERS, notice requirements, and status of delinquent charges.

18. **CHANGE OF ADDRESS:** The COMPANY agrees to immediately notify CHEVRON of any change of its office or mailing address. CHEVRON may suspend the privileges of all its CARDHOLDERS if the COMPANY fails to notify CHEVRON of any change in its address. The monthly account statement shall be sent by CHEVRON to the latest reported mailing address of the COMPANY.
19. **ASSIGNMENT:** Neither party may sell, assign or transfer this Agreement or any rights or interest therein without the prior consent of the other party; provided, however, that CHEVRON may assign any or all its rights and obligations under this Agreement to any parent, subsidiary, or affiliate COMPANY without need of consent of the COMPANY.
20. **AMENDMENTS:** Upon written notice to the COMPANY, CHEVRON may, at any time, and for whatever reason it may deem proper amend, revise or modify these Terms and Conditions or the COMPANY's Credit Limit. Any such amendment shall bind the COMPANY upon receipt of the notice thereof unless the COMPANY objects thereto by manifesting its intention to terminate the STARCARD AGREEMENT in writing and surrendering the STARCARDS within fifteen (15) days from the receipt of the notice of amendment. Failure to notify CHEVRON of the COMPANY's intention to terminate the Agreement, its membership and the continued use of the STARCARD by the CARDHOLDER shall be construed as unconditional acceptance by the COMPANY of the amendments to this Agreement.
21. **AGREEMENT TO BE BOUND:** All the Terms and Conditions herein stated and any amendments thereto, have been read and understood by the COMPANY as evidenced by the COMPANY's signature, through its Authorized Signatory, on the STARCARD Application Form, or the CARDHOLDER's signature on the STARCARD Receipt or Sales Draft or other document evidencing charges to the STARCARD, or when the CARDHOLDER retains or uses the STARCARD.

22. **MISCELLANEOUS:**

Security & Financial Information: The COMPANY shall periodically provide to CHEVRON that financial information or security deemed necessary by CHEVRON to support any credit extension. If during the life of this contract, the financial capacity of the COMPANY becomes impaired or unsatisfactory to CHEVRON in the sole judgment of CHEVRON, advance cash payment or security satisfactory to CHEVRON shall be given by the COMPANY on demand by CHEVRON and shipments/deliveries may be withheld until such payment or security is received.

Compliance with Laws and Ethics; Improper Payments; Conflicts of Interest; Record Retention and Right to Audit:

- (a) The COMPANY shall comply with all applicable Laws and requirements of any competent authority in the performance of its obligations under this Agreement and with respect to the operation of the Business and the occupation of the Premises.
- (b) The COMPANY shall observe and abide by all policies, regulations and directives of Chevron in its performance of this Agreement, operation of the Business and occupation of the Premises.
- (c) The COMPANY hereby represents, warrants and agrees that, in connection with, or in the performance of this Agreement, the COMPANY and its Representatives shall not make any payment or give anything of value to any official of any government or public international organization (including any officer or employee or any government department, agency or instrumentality) to influence its decision, or to gain any other advantage for Chevron or the COMPANY. The COMPANY shall immediately notify Chevron of any breach of this Clause and

shall immediately reimburse Chevron out of any and all monies paid by Chevron to the COMPANY, an amount equal to the amount of the payment or the value of the gift to such an official which gives rise to such breach. COMPANY shall hold Chevron harmless for all losses and expenses arising out of such breach. In the event of any breach of this clause, Chevron may at its option, terminate this Agreement at any time and notwithstanding any other provision of this Agreement, pay no compensation or reimbursement to COMPANY whatsoever after the date of termination.

- (d) Neither the COMPANY nor any of its Representatives shall give to, or receive from, any Representative of Chevron or any of its Affiliates any commission, fee, rebate, or any gift or entertainment of value in connection with its performance of this Agreement, its operation of the Business and its occupation of the Premises, or enter into any other business arrangement with any Representative of Chevron or any of its Affiliates without the prior consent of Chevron. The COMPANY shall promptly notify Chevron of any violation of this Clause 17.1.4 and repay or credit to Chevron any consideration received as a result of such violation. In addition, if any violation of this Clause 17.1.4 occurring prior to the date of this Agreement resulted directly or indirectly in Chevron's consent to enter into this Agreement, Chevron may at its option terminate this Agreement at any time and (despite any other provision of this Agreement) pay no compensation or reimbursement to the COMPANY whatsoever after the date of termination.
- (e) COMPANY shall maintain true and correct records in connection with the performance of its obligations under this Agreement and all transactions related thereto and shall retain all such records for at least 24 months after termination or expiry of this Agreement. Chevron may from time to time and at any time after the date of this Agreement and up to 24 months after the termination or expiry of this Agreement, make an audit of all records of COMPANY to determine whether there has been compliance with this Agreement.

Reference Manual: COMPANY agrees to be bound by the provisions of the Reference Manual to be provided by CHEVRON, and undertakes to ensure that the CARDHOLDER shall agree to comply with the provisions thereof.

Entire Agreement: This Agreement constitutes the entire and complete understanding between the Parties hereto with respect to the subject matter hereof, and all prior oral or written communications and agreements with respect thereto are superseded.

Successors and Assigns: All the terms and provisions of this Agreement shall insure the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

Severability: The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

Others: Once application is submitted, primary business contact person or authorized account representative agrees to receive marketing communication from StarCard or Chevron Philippines Inc regarding StarCard activities and/or Caltex promotions.