

Shell Malaysia Trading Sendirian Berhad

This is an Addendum to the **Shell Card Cardholder Agreement** in respect of the Government Subsidized Shell Diesel Card Scheme and is made by Shell pursuant to clause 1.3. These terms and conditions must be read together with the Shell Card Cardholder Agreement.

1. The Principal Cardholder agrees and declares that the following terms and conditions shall vary, supercede and prevail over the terms and conditions in the Shell Card Cardholder Agreement:

(a) Clause 1.1:

"The Scheme" The Government Subsidized Shell Diesel Card Scheme for the time being in force, operated by Shell by arrangement with the Malaysian government and Shell whereby the Retailer agrees and covenants with Shell that subject always to the Cardholder Agreement and the Retailer Agreement, the Cardholders of the Card issued by Shell shall be able to obtain Supplies from the Retailers for its own use only. The Scheme covers the usage of the Electronic Draft Capture Terminals (EDCs) and/or Outdoor Card Readers (OCRs) and/or POS Consoles as well as other forms of electronic transactions which may be implemented by Shell from time to time.

"Card" The Government Subsidised Shell Diesel Card which is currently valid, issued by Shell to the Cardholder pursuant to these conditions.

"Supplies" The Cardholder's subsidised diesel quota as approved by the Malaysian government via the government's letter of subsidy entitlement as amended from time to time for the Cardholder's vehicles.

"Imprinter" Deleted

"Imprinter Receipt" Deleted

"The Agreement" These conditions and the Shell Card Application Form signed by or on behalf of the Principal Cardholder.

(b) Clause 1.4:

Upon application by the Principal Cardholder to Shell on Shell's Shell Card Application Form and subject to the acceptance by Shell of the application, Shell may issue to the Principal Cardholder the number of cards requested, each Card being embossed with the name of the Principal Cardholder, Government subsidy number, the registration number of the vehicles, the expiry date and the letters "0" or "2" as notified to Shell by the Principal Cardholder made pursuant to these conditions.

(c) Clause 1.5(i):

In the case of a Card embossed with the letters, "0" or "2", such a Card shall only be used for the purchase of Supplies restricted in the manner below:

"0" : valid for subsidized diesel only
"2" : valid for subsidized diesel and lubricants only.

(d) Clause 1.6 (i):

Each Card issued by Shell to the Cardholder is strictly for use by the Cardholder during the Validity Period of the Card to enable the Cardholder to purchase Supplies from the Retailer through the Vehicle only. Each Card is not transferable and shall be used by the Cardholder only for the purposes of the Scheme.

(e) Clause 3.3:

For each Card transaction processed either through the use of EDC and the Printer or the OCR or the POS Console with or without the use of Cardholder's PIN but with the relevant Cardholder's Card and with the particulars of the Principal Cardholder shall constitute a warranty by the Principal Cardholder that:

(i) All statements, amounts and other information contained in the EDC Receipt/OCR Receipt/POS Receipt are true and correct in all respect and reflect the full terms of a bona-fide transaction ("the Supply Transaction") between the relevant Retailer and Cardholder and that there are no collateral, oral or other contracts or representation in existence affecting the Supply Transaction or the Supplies;

(ii) The Supply Transaction has not been altered or added to in any way since the EDC Receipt/POS Receipt was completed or since the OCR Receipt was generated;

(iii) The Principal Cardholder has no defence counter claim right of set-off or dispute entitling it to refuse or to withhold the full amount or any part thereof appearing on the EDC Receipt / OCR Receipt or POS Receipt;

(iv) The Supply Transaction complies in all respect with the limitation and requirements of any law and or regulations applicable; and

(v) The Supply Transaction has not been assigned, pledged or dealt with in any manner in favour of any other person.

(f) Clause 3.4:

(i) Without reservation, the Principal Cardholder agrees and covenants with Shell to pay for Supplies purchased by the Principal Cardholder or the relevant Cardholder as evidenced by the data received by Shell after the execution of the Settlement Function by the Retailer subject to reconciliation by Shell to reflect the subsidy granted by the Malaysian government to the Cardholder. Where the purchases exceed the Principal Cardholder's quota, such excesses shall be charged at the unsubsidized price.

(ii) The receipt of the data transmitted via the execution of the Settlement Function by the Retailer shall be authority for Shell to debit the Account of the Principal Cardholder with the price of the Supplies as transmitted via the execution of the Settlement Function together with any purchase tax, customs, excise, government subsidy and other duties imposed before or after the date of purchase.

(g) Clause 3.7:

(i) It is hereby agreed that all such Statements shall be deemed to have been received within seven (7) days in the case of Principal Cardholder in West Malaysia or within ten (10) days in the case of the Principal Cardholder in East Malaysia from the date of posting of the Statements. All entries in the Statement will incorporate the amounts debited or credited to the Principal Cardholder's account, in particular, the government subsidy granted to the Principal Cardholder. Upon the receipt of the Statement the Principal Cardholder is deemed to have examined the entries in the Statement. The Principal Cardholder hereby expressly covenants and undertakes with Shell that it shall be the duty of the Principal Cardholder to report to Shell in writing within thirty (30) days from the date the Principal Cardholder receives or is deemed to have received the Statement of any error discrepancy or inaccuracy of any kind whatsoever in the Statement.

(ii) Take notice that If the Principal Cardholder for any reason whatsoever does not within the aforesaid thirty (30) days notify Shell in writing of any error discrepancy or inaccuracy of any entry therein, then the Principal Cardholder shall be deemed to have accepted the entries contained therein made up to the date of last entry in the Statement as correct and as final and conclusive evidence of the facts contained herein and the Statement shall be considered as conclusive as against the Principal Cardholder and binding on the Principal Cardholder and the Principal Cardholder shall thereafter be precluded from making any claim against Shell by alleging that the said Statement contains any error discrepancy or inaccuracy.

(h) Clause 10.1:

Notwithstanding anything to the contrary herein contained, Shell shall not be liable for any inability on its part to perform its obligation under this Agreement if that inability is caused by any direction of Bank Negara Malaysia, the Ministry of Domestic Trade and Consumer Affairs or any written law or regulation made thereunder, the failure of any Machine, data processing system, or transmission link or to any industrial dispute or to any reason beyond the control of Shell, its agent or sub-contractor.

2. The Principal Cardholder further agrees and declares that save for the varied terms and any consequential amendments as may be necessary to make the Shell Card Cardholder Agreement consistent with this Addendum, all the terms, covenants, stipulations and provisos contained in the Shell Card Cardholder Agreement shall continue in full force as if the variations herein had originally formed part of the same.