

cancellation, return such card(s) cut into two pieces to APL and make full payment of all charges and liabilities and all other costs and expenses in relation thereto in accordance with the aforementioned Statement of Accounts.

- 2.19 The Client may at any time terminate the use of card(s), as the case may be, by giving sixty (60) days prior written notice to the APL with assigning any reason whatsoever and returning the relevant card(s) cut into two pieces to APL. In such cases, the Client shall remain liable to the APL of all charges, liabilities and all other costs and expenses incurred in relation thereto, except for the charges and liabilities incurred on the card(s) after the receipt of notice thereof by APL.
- 2.20 If the use of all the card(s) is terminated under Condition 2.16 or Clause 2.17 above, all charges and liabilities relating to such card(s) shall become immediately due and payable to APL by the Client.

Supplementary Card

- 2.21 Any credit revision (increase/decrease) on a primary corporate card will affect the credit limit of the supplementary cards.
- 2.22 If a primary APL corporate card is blocked/closed for any reason, all the linked cards will also be blocked/closed.
- 2.23 Primary Corporate Cardholder is liable to settle the bill payment for all the transaction done on its linked cards.
- 2.24 If a supplementary card is lost or misplaced, the same procedure is to be followed as that if the primary APL card.
- 2.25 All Supplementary cards are automatically linked to the primary cards reward or points, therefore no points or rewards will be awarded on any supplementary card.
- 2.26 The desired credit limit for the supplementary cards cannot be more than the credit limit of the primary card.
- 2.27 All the Terms and Conditions of primary card are applicable on the supplementary card(s).

3. MEMBERSHIP FEE

The Client is liable to pay the membership fees per card (for additional, supplementary or replacement card), as set out in the monthly Statement of Accounts.

4. PAYMENTS

- 4.1 The Client will be liable for payment of all charges, liabilities, cost and expenses for transaction on the card(s). The records of APL for all such transaction shall be conclusive and binding upon the client and the cardholder for all purpose.
- 4.2 If the client does not receive or APL is unable to send a Statement of Account for any reason, the obligation of the client under these Terms and Conditions shall not cease and the client shall be responsible to call APL Help Line for issuance/re-issuance of his/her bill. All applicable charges and liabilities and other costs and expenses payable under these Terms and Conditions shall continue to accrue and the client will remain liable to pay the amount specified in the Statement of Accounts by the due date specified therein. In the event of non-receipt of the Statement of Account by the 5th day of the following month, the client will promptly intimate ASFCS.
- 4.3 The Client agrees that it is liable to pay service charges or/and value added service charges (if/may any), which will be set out in monthly Statement of Account. The service charges or/and value added service charges is payable in the Statement of Accounts or as intimated by APL.
- 4.4 The client may effect payment if the amount(s) payable by it to APL by sending through courier to the designated address mentioned on the self-addressed envelope enclosed with monthly Statement of Accounts, a cheque, pay order or demand draft. If a cheque, pay order or demand draft is sent, it must be received by the designated bank at least 4 working days (for same city) and at least 7 working days (for other cities) prior to the due date specified for the payment in the Statement of Account or as intimated by APL.
- 4.5 The due date of the monthly bills would be the same as stated on the monthly Statement of Account.
- 4.6 Customer are advised to clearly mention their APL customer account number at the reverse of the payment instrument (cheque, pay order or demand draft). In case of payment of multiple accounts through same payment instrument, all accounts numbers should be mentioned at the reverse of the payment instrument with respective amounts.
- 4.7 If incorrect or no Account number is mentioned on the reverse of the payment instrument and payment is not realized by APL by the due date then customer will be held liable for non-payment.
- 4.8 Subject to any limit imposed by the statute, all amount due in respect of the card(s) will immediately be paid in full on the commission of an act of bankruptcy or by or on the client at APL's discretion if there is any breach in Terms and Conditions by the Client/Cardholder or if the card is terminated either by APL or the Client.
- 4.9 APL's right against the Client and/or the Cardholder shall not be limited to, affected or prejudiced by the death, bankruptcy or insanity of the Client and/or the Cardholder and the Client. Upon the occurrence of any of the foregoing events stated in this clause, all Cards shall be liable to be immediately returned to ASFCS, all cards cut into two pieces and make all payments as required by APL.
- 4.10 The Client agrees to reimburse APL or make payments of any stamp duties and/or excise or other similar taxes or levies payable in connection with the use of Card.
- 4.11 APL may charge the Client (which will appear in the following month's Statement of Account) Rs 500/- or such other sum as APL may determine from time to time, if the cheque or pay order is not honored by the Bank. Additionally, in the event of the Client's cheque being dishonored or returned for any reason, whatsoever, APL reserves the right to recover the total amount.
- 4.12 If the full balance that is outstanding is paid and credited to APL on or before the due date indicated on the Statement of Account. No Late Payment surcharges will be applicable and the client will only have to pay the service charges or/and value added services charges (if/may any). However, if the client fails to pay up the amount by the due date, then a late payment surcharge of 2% per month is payable on the unpaid amount and will be calculated from the due date. The late payment surcharges will be payable and accrued every month until the outstanding dues are cleared.
- 4.13 APL reserves the right to terminate the card(s) with or without notice as well as the other card(s) issued to the client. If the payment history of the Customer will financial/credit rating institutions, the foregoing rights being cumulative and not mutually exclusive. If at any time, the client is unable to clear the outstanding dues by the due date then APL reserves the right to block the account with or without intimating the customer.
- 4.14 If at any time, the client is unable to clear the outstanding dues by the due date then APL reverse the right to block the account with or without intimating the customer.

5. DISPUTES

- 5.1 Disputed transaction should be immediately notified and claimed by the Client/Cardholder to ASFCS through written application or email. If a Client/Cardholder disputes a transaction after 14 days from the receipt of Statement of Account, it will not be reversed and shall remain an outstanding amount against the customer.
- 5.2 The customers shall not deduct any transaction amount from the billed amount. Any such deduction would create further liability against the customer account in the form of late payment surcharges.
- 5.3 In the event that a Dispute arises, the parties shall attempt a good faith to settle such dispute by mutual discussion within Twenty (20) days after the date that the disputing party gives written notice of dispute to the non-disputing party. During such mutual discussion and any resolution instituted pursuant to this clause 5 (Disputes), the parties shall faithfully continue to perform their respective obligation under this agreement.

Arbitration of Disputes

- a) The event that the parties are unable to resolve any dispute pursuant to Clause 5.3 then the parties agrees that the dispute shall be settled by arbitration conducted in accordance with the Arbitration Act, 1940. Each party shall appoint one arbitrator each and the arbitrators shall, prior to entering upon the reference, jointly appoint an umpire, who shall be a retired judge of the high court. The venue of the arbitration shall be Pakistan, Islamabad.
- b) Any arbitral award or procedural order under this Article 5.3 shall be final and binding upon the parties and shall be the sole and exclusive remedy between the parties regarding all disputes, and each party undertakes to comply with and to carry out any such arbitral award or procedural order, fully and without delay.
- c) Arbitration shall be conducted in English Language.
- d) Each party shall be responsible and shall bear its own cost, fees, expenses incurred in dispute resolution.

6. SECURITY DEPOSIT

If a Client has deposited with APL an amount as Security Deposit, it shall remain with APL as Security Deposit for the due performance of the Client of its payment obligations hereunder. No mark up, return or interest whatsoever on the security deposit shall be paid to Client by APL. APL may draw the security deposit at any time during the life of this agreement, and may deduct any amount due from the client to APL from the Security Deposit. In any event APL deducts any sum from security deposit, it shall notify the Client. The Client upon notification thereof by APL shall immediately pay to APL such sum as is necessary to bring the amount of the deposit up to the sum identified in the application form of the client.

7. CONFIDENTIALITY

The Client and/or the Cardholder permits APL to use the information contained in the application form for the issuance of card database related activities for which APL will ensure strict confidentiality and also agrees to permit APL to divulge certain information to MAK GLOBAL PAYMENT SOLUTIONS (Providing Fuel Card Management Solution to APL) and its representative for the processing and storing of cards transaction only. APL, its personnel, agents or any other persona acting on its behalf shall hold in confidence and complete confidentiality any and all information, whether in document form or oral, relating to the clients, its business, any of its employee(s) or project of any nature that APL, its personnel, agent or any person acting on its behalf may come across in the course of provision of services or which otherwise comes into their knowledge, including these Terms and Conditions. The requirement of the said confidentiality shall not apply in case of requirement of disclosure by law or by any competent authority or where such information is already in knowledge of APL or its employees/agent, or where maintain such confidentiality is beyond the control of APL.

Authorized Signatory*

CNIC No.*





Preferred Mode of Payment

Cheque Pay Order Demand Draft

Instrument No. _____ Total Amount: _____ Bank: _____ Date: _____

Note:

1. Security Deposit is Mandatory.
2. Additional Services Chagres will be applicable.
3. Incase of non payment by due date, 2% late payment surcharge will be applicable on outstanding amount.
4. Please attach copy of your valid CNIC (Mandatory)

Declaration

The Card applicant is requested to kindly read the following clauses before completing this application.

1. By signing below, the applicant acknowledge that he/she/company is responsible for payment of all charges and liabilities billed by APL in the statement of account.
2. The undersigned applicant confirms that the information given in this application form is complete and accurate, authorizing APL to check with credit reporting agencies, credit references and other sources to authenticate and confirm the information disclosed in the form.
3. The applicant agrees to abide by the terms and conditions set forth in the agreement provided with this application. Use of any card pursuant to this application confirms that applicant’s agreement to the said terms and conditions.
4. The applicant agrees that in the event the outstanding amount is not paid as agreed, APL may report the undersigned’s liability for the status of the account to financial institutions and credit bureaus and other who may lawfully receive such information.

Name: _____

Signature: _____

Date:

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

For APL Use Only

Sales Rep name: _____ Region/City: _____ SR Signature: _____

Ref. No. _____

Card Finance:

Estimated Monthly Consumption (Rs.) _____ Credit Limit Allowed (Rs.) _____

Payment Due Date: _____ Service Charges: _____

Authorized By: _____ Card Account Type _____



