



KEMENTERIAN KEWANGAN NEGERI SABAH
Blok C, Pusat Pentadbiran Negeri Sabah
Jalan Teluk Likas, Tanjung Lipat
88400 KOTA KINABALU
Sabah, Malaysia
Tel.: 088-368000 Faks: 088-213584
Website: www.mof.sabah.gov.my

Tel. : 088-368000
Bil. : KEW.100-4/4 Jld.9 (24)
Tarikh : 22 Oktober 2021

Semua Setiausaha Tetap Kementerian
Semua Ketua Jabatan Negeri
Semua Pihak Badan Berkanun Negeri
Semua Pihak Berkuasa Tempatan Negeri
Semua Pegawai Daerah
Semua Penolong Pegawai Daerah Kecil

Y.Bhg. Datuk/Datin/Tuan/Puan,

SURAT PEKELILING KEMENTERIAN KEWANGAN BIL.5 / 2021
PELAKSANAAN PENGGUNAAN KAD INDEN UNTUK SEMUA KENDERAAN RINGAN KERAJAAN NEGERI

Dengan hormatnya perkara di atas dirujuk.

2. Dimaklumkan bahawa Kerajaan Negeri telah memutuskan untuk melaksanakan pembekalan bahan api daripada syarikat swasta bagi kenderaan ringan melalui penggunaan kad inden bahan api untuk menggantikan pembekalan bahan api yang disenggarakan oleh Jabatan Kerja Raya (JKR) bagi semua Kementerian/Jabatan/Pejabat Daerah di seluruh Negeri Sabah.
3. Keputusan ini dilaksanakan untuk meningkatkan sistem penyampaian perkhidmatan agar lebih efektif dan efisien dengan jaringan stesen minyak yang lebih meluas dan masa perkhidmatan yang tidak terhad. Selaras dengan ini, Kerajaan telah melantik **Syarikat Petron Fuel International Sdn Bhd** sebagai pembekal rasmi bekalan bahan api untuk kenderaan ringan Kerajaan Negeri.
4. Bersama ini, dilampirkan **Garis Panduan Bekalan Bahan Api Bagi Kenderaan Kerajaan Negeri Sabah**, yang mana menjelaskan secara terperinci penggunaan Kad Inden dan keperluan serta tanggungjawab Pegawai Kenderaan bagi mengurus Kenderaan Kerajaan Negeri di setiap Kementerian/Jabatan/Pejabat Daerah.

2/...

“SABAH MAJU JAYA”



Rujukan : **KEW.100-4/4 Jld. 9 (24)**
Tarikh : **22. Oktober 2021**

5. Sila maklum bahawa stesen minyak JKR akan menamatkan operasi pembekalan bahan api bagi kenderaan ringan Kerajaan Negeri setelah peralihan kepada penggunaan Kad Inden dilaksanakan sepenuhnya. Stesen minyak JKR hanya akan beroperasi untuk pembekalan bahan api bagi fungsi selain daripada kenderaan ringan.
6. Sebarang kemusykilan berkaitan pekeliling ini dan garis panduan tersebut hendaklah dirujuk kepada **Cawangan Kejuruteraan Automotif, Jabatan Kerja Raya** yang mana bertanggungjawab atas penyelarasan dan pemantauan perkara tersebut.
7. Pekeliling ini hendaklah dibaca bersama-sama Pekeliling Pengurusan Kenderaan Kerajaan Negeri Sabah rujukan JKM (S) 100-4/41 bertarikh 20 April 2020.
8. Surat pekeliling ini berkuatkuasa mulai dari tarikh ia dikeluarkan. Ianya juga dipanjangkan untuk digunakan oleh Badan-Badan Berkanun dan Pihak Berkuasa Tempatan tertakluk kepada dasar/polisi dan kemampuan kewangan masing-masing.

Sekian, terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menjalankan amanah,



(DATUK HAJI RUSDIN RIMAN C.A (M), FCPA(A), CPFA (UK))
Setiausaha Tetap

s.k.: (1) Setiausaha Kerajaan Negeri
Pejabat Setiausaha Kerajaan Negeri
Jabatan Ketua Menteri
Tingkat 28, Blok A
Pusat Pentadbiran Negeri Sabah
Jalan Sulaman, Teluk Likas
88400 KOTA KINABALU

“SABAH MAJU JAYA”

Rujukan : **KEW.100-4/4 Jld. 9 (24)**
Tarikh : **22 Oktober 2021**

- s.k: (2) Pengarah
Jabatan Kerja Raya
Bangunan KKR/JKR
Jalan Sembulan
88582 KOTA KINABALU
- (3) Bendahari Negeri
Jabatan Bendahari Negeri
Tingkat 10, Blok A
Pusat Pentadbiran Negeri Sabah
Jalan Sulaman, Teluk Likas
88400 KOTA KINABALU
- (4) Pengarah
Jabatan Audit Negara Cawangan Negeri Sabah
Blok A, Aras 4, Kompleks Pentadbiran Kerajaan Persekutuan
88400 KOTA KINABALU

“SABAH MAJU JAYA”

**GARIS PANDUAN BEKALAN BAHAN API
BAGI KENDERAAN
KERAJAAN NEGERI SABAH**

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BEKALAN BAHAN API KENDERAAN

1. Tujuan

- 1.1 Pekeliling ini bertujuan untuk menetapkan peraturan mengenai Bekalan Bahan Api Kenderaan.

2. Latar Belakang

- 2.1 Peraturan ini adalah berhubung dengan pembelian bekalan bahan api kenderaan untuk kegunaan kenderaan kerajaan dan juga pembelian secara pukal supaya perolehannya berjalan dengan berkesan dan teratur.

3. Tafsiran

- 3.1 Melainkan sesuatu itu jelas maksudnya di dalam Pekeliling ini, tafsiran di bawah hendaklah diikuti:
 - 3.1.1 “**Anggota Pentadbiran**” ialah Ketua Menteri, Timbalan-Timbalan Ketua Menteri, YB Menteri, YB Speaker, YB Pembantu Menteri dan YB Timbalan Speaker;
 - 3.1.2 “**Buku Log**” ialah Buku Log Kenderaan yang merekodkan maklumat kenderaan, butir-butir penggunaan kenderaan dan penyenggaraan berjadual;
 - 3.1.3 “**Kad Inden**” ialah kad elektronik yang digunakan untuk membuat transaksi bekalan bahan api kenderaan;
 - 3.1.4 “**Kenderaan Jabatan**” ialah Kenderaan Kerajaan yang diperuntukkan untuk kegunaan gunasama Jabatan atau kenderaan kegunaan khas dan seumpamanya;
 - 3.1.5 “**Kenderaan Kerajaan**” ialah kenderaan ringan seperti basikal, motosikal, motokar, Kenderaan Saloon (termasuk Kenderaan Konsesi), Multi-Purpose Utility Vehicle (MUV), pick-up, van, pacuan empat roda, bas mini (coaster) dan kenderaan berat seperti bas, lori, treler, jentera bergerak dan seumpamanya yang dibeli/sewa/pajak/pinjam atau yang diterima sebagai hadiah untuk kegunaan rasmi Kerajaan sebagai Kenderaan Jabatan atau Kenderaan Rasmi Jawatan;
 - 3.1.6 “**Ketua Jabatan**” ialah pegawai yang mengetuai sesebuah organisasi sama ada di peringkat ibu pejabat, negeri, daerah dan pejabat cawangan atau pegawai yang diberi kuasa;

- 3.1.7 “**Kenderaan Konsesi**” ialah kenderaan yang dipajak daripada syarikat konsesi yang dilantik oleh Kerajaan;
- 3.1.8 “**Kenderaan Rasmi Jawatan**” ialah kenderaan yang diperuntukkan khas mengikut kelayakan jawatan kepada Anggota Pentadbiran, Speaker/Timbalan Speaker, Ketua Jabatan, Pegawai Perkhidmatan Awam Gred 54 dan ke atas atau yang setaraf;
- 3.1.9 “**Lambang Negeri dan Nama Jabatan**” adalah seperti yang tertakluk dalam Perkara 9.2 Pekeliling Pengurusan Kenderaan Kerajaan Negeri Sabah rujukan JKM (S) 100-4/41 rujukan 20 April 2020;
- 3.1.10 “**Pegawai Kenderaan**” ialah pegawai yang dilantik atau ditugaskan oleh Ketua Jabatan untuk menguruskan Kenderaan Kerajaan di Kementerian/ Jabatan/ Pejabat Daerah;
- 3.1.11 “**Pemandu Kenderaan Kerajaan**” ialah pemandu yang dilantik sama ada secara tetap, kontrak, sementara, sambilan dan pegawai yang diberi kebenaran secara bertulis oleh Ketua Jabatan untuk memandu Kenderaan Jabatan atau pemandu yang dilantik sendiri oleh Anggota Pentadbiran dan Speaker/Timbalan Speaker;
- 3.1.12 “**Tugas Rasmi**” ialah tugas yang berkaitan dengan fungsi Jabatan dan tugas lain yang berkaitan dengan pejabat yang diarahkan oleh Ketua Jabatan dari semasa ke semasa; dan
- 3.1.13 “**Bengkel Kerajaan**” ialah bengkel Jabatan Kerja Raya atau bengkel Jabatan lain yang dilengkapi dengan peralatan dan kakitangan mahir dalam bidang automotif/mekanikal.

4. Bekalan Bahan Api Kenderaan

- 4.1 Kenderaan Kerajaan hendaklah menggunakan bekalan bahan api yang lebih menjimatkan Kerajaan dan bersesuaian dengan kenderaan tersebut.
- 4.2 Kebenaran mengisi bahan api di stesen minyak pembekal dan stesen minyak swasta adalah untuk kenderaan seperti berikut ;
 - 4.2.1 Semua kenderaan Kerajaan Negeri yang mempunyai ‘Lambang Kerajaan Negeri’ dan Nama Kementerian / Jabatan / Pejabat Daerah sahaja; dan
 - 4.2.2 Semua Kenderaan Rasmi Jawatan (KRJ) yang mempunyai pelekat ‘Kerajaan Negeri Sabah’;

- 4.2.3 Bagi kenderaan Kerajaan Negeri **SELAIN** yang dinyatakan dalam 4.2.1 dan 4.2.2, hendaklah mendapatkan kelulusan daripada Kementerian Kewangan Negeri Sabah untuk mengisi bahan api.
- 4.3 Bagi pembekalan bahan api yang diperoleh secara pukal oleh Kementerian/ Jabatan/ Pejabat Daerah, Ketua Jabatan hendaklah mewujudkan peraturan dalaman bagi mengawal pengeluaran bahan api ini.

5. Pegawai Kenderaan dan Tugasnya

5.1 Pelantikan Pegawai Kenderaan

- 5.1.1 Ketua Jabatan hendaklah menugaskan seorang pegawai untuk mengurus Kenderaan Kerajaan di bawah kawalannya.

5.2 Tanggungjawab Pegawai Kenderaan

- 5.2.1 Menguruskan perolehan, pengagihan, penjadualan, penyenggaraan, pemeriksaan, keselamatan dan pelupusan Kenderaan Jabatan selaras dengan peraturan semasa;
- 5.2.2 Memastikan Kementerian/ Jabatan/ Pejabat Daerah mempunyai sistem perekodan dan pengurusan fleet Kenderaan Jabatan yang kemas dan teratur;
- 5.2.3 Menyemak kos penyenggaraan dan pembaikan kenderaan. Sekiranya kos tersebut meragukan, laporan hendaklah dibuat kepada Ketua Jabatan untuk dirujuk kepada Woksyop Kerajaan bagi mendapatkan laporan teknikal dan syor mengenai masalah tersebut;
- 5.2.4 Menerangkan tanggungjawab pemandu kepada semua pemandu di bawah seliaannya;
- 5.2.5 Memberi perhatian kepada aspek keselesaan, tatasusila dan kebajikan pemandu;
- 5.2.6 Menguruskan pemeriksaan kesihatan pemandu, sekiranya perlu;
- 5.2.7 Mengesahkan kenderaan dan kelengkapan berfungsi dengan baik semasa pertukaran pemandu; dan
- 5.2.8 Memastikan bahawa semua tindakan diambil apabila berlaku kemalangan sebagaimana yang dikehendaki.

6. Perolehan, Penggunaan Dan Kawalan Kad Inden

6.1 Perolehan Kad Inden

- 6.1.1 Kad Inden boleh diperolehi daripada syarikat pembekal bahan api yang mempunyai perjanjian dengan Kerajaan Negeri Sabah.
- 6.1.2 Kementerian/ Jabatan/ Pejabat Daerah hendaklah berhubung terus dengan syarikat pembekal bagi memperolehi Kad Inden dan urusan lain berkaitan.
- 6.1.3 Permohonan kad inden hendaklah dibuat secara bertulis kepada Syarikat Petron, seperti format surat di **Lampiran A1** dan dikemukakan bersama Borang Permohonan *Fleet Card* Petron.

6.2 Pengguna Kad Inden

- 6.2.1 Pegawai yang layak dibekalkan Kad Inden ialah:
 - 6.2.1.1 Anggota Pentadbiran, Speaker/Timbangan Speaker dan Pegawai Perkhidmatan Awam yang dibekalkan Kenderaan Rasmi Jawatan;
 - 6.2.1.2 Pegawai Kenderaan; dan
 - 6.2.1.3 Pemandu Kenderaan Jabatan.

6.3 Jenis Kad Inden

- 6.3.1 Sistem pembelian bahan api melalui Kad Inden melibatkan empat jenis kad seperti berikut:
 - 6.3.1.1 Kad Individu
 - i. Kad yang dibekalkan kepada Pegawai yang diperuntukkan Kenderaan Rasmi Jawatan;
 - ii. Kad ini hanya boleh digunakan untuk Kenderaan Rasmi Jawatan yang diperuntukkan sahaja.
 - 6.3.1.2 Kad Pemandu
 - i. Kad yang dibekalkan untuk kegunaan pemandu Kenderaan Jabatan;
 - ii. Setiap pemandu dibekalkan dengan satu kad;
 - iii. Mesti digunakan bersama-sama Kad Kenderaan.

6.3.1.3 Kad Kenderaan

- i. Kad untuk Kenderaan Jabatan yang disimpan oleh Pegawai Kenderaan;
- ii. Setiap kenderaan mempunyai satu kad sahaja bagi setiap pembekal;
- iii. Mesti digunakan bersama-sama Kad Pemandu;
- iv. Kad Kenderaan hanya diberi kepada pemandu apabila dikehendaki untuk mengisi bahan api.

6.3.1.4 Kad Pegawai Kenderaan

- i. Kad untuk Ketua Jabatan atau Pegawai Kenderaan untuk pengeluaran secara berkumpulan sahaja;
- ii. Ketua Jabatan atau Pegawai Kenderaan dibenarkan mempunyai satu kad sahaja;
- iii. Kad ini hanya boleh digunakan apabila ada keperluan.

6.4 Tatacara Penggunaan Kad Inden

- 6.4.1 Tatacara penggunaan Kad Inden adalah seperti garis panduan yang dikeluarkan oleh pembekal.

6.5 Prinsip-Prinsip Penggunaan Kad Inden

- 6.5.1 Prinsip-prinsip penggunaan Kad Inden bagi pemandu Kenderaan Rasmi Jawatan dan Kenderaan Jabatan adalah seperti berikut:

- 6.5.1.1 Setiap transaksi hendaklah dicatatkan di dalam Buku Log kenderaan berkenaan;
- 6.5.1.2 Resit bagi setiap transaksi tersebut hendaklah disimpan untuk tujuan semakan dan pengesahan; dan
- 6.5.1.3 Semakan hendaklah dibuat bagi transaksi berkenaan dengan laporan yang dikeluarkan oleh pembekal.

6.6 Tindakan Pegawai Kenderaan

- 6.6.1 Kumpul dan susun resit pembelian bahan api;
- 6.6.2 Terima Penyata Bulanan, Invois, Laporan Analisa Kenderaan dan Penyata Kad/ Pembelian daripada pembekal;
- 6.6.3 Edar Penyata Kad/ Pembelian kepada pemegang Kad Individu untuk semakan dan pengesahan;
- 6.6.4 Dapatkan pengesahan ke atas Penyata Kad/ Pembelian dalam tempoh yang ditetapkan;
- 6.6.5 Semak Invois dan Laporan Analisa Kenderaan dengan Penyata Kad/ Pembelian yang telah disahkan. Sekiranya betul, sahkan invois untuk proses pembayaran seterusnya;
- 6.6.6 Laporkan segera kepada pembekal jika ada kesilapan atau kehilangan resit/ rekod;
- 6.6.7 Semak penggunaan/ pembelian bahan api sama ada melebihi amaun yang dibenarkan. Jika penggunaan bahan api sebulan melebihi had bulanan yang dibenarkan, Ketua Jabatan hendaklah membuat kutipan bayaran balik daripada pegawai. Walau bagaimanapun, bagi penggunaan bahan api yang kurang daripada jumlah kelayakan setiap bulan, tiada bayaran yang akan diberi kepada pegawai;
- 6.6.8 Sekiranya pengguna Kad Individu berpindah atau bertukar Jabatan, kad berkenaan hendaklah diserahkan kembali kepada Pegawai Kenderaan di jabatan asal dan pengguna tidak dibenarkan membawa kad individu ke jabatan baharu;
- 6.6.9 Penyata Akaun, Penyata Kad/ Pembelian, Laporan Analisa Kenderaan dan perbelanjaan luar biasa hendaklah difailkan mengikut bulanan untuk dibentangkan kepada pengurusan Kementerian/ Jabatan/ Pejabat Daerah.

6.7 Sistem Kawalan Kad

- 6.7.1 Anggota Pentadbiran, Speaker/Timbangan Speaker dan Pegawai Perkhidmatan Awam yang dibekalkan dengan Kenderaan Rasmi Jawatan dibenarkan menyimpan sendiri Kad Inden yang dibekalkan;
- 6.7.2 Kad Kenderaan disimpan oleh Pegawai Kenderaan dan akan diserahkan kepada pemandu sekiranya ada keperluan mengisi bahan api dan ia perlu dikembalikan kepada Pegawai Kenderaan apabila urusan tersebut selesai;

- 6.7.3 Bagi tujuan kawalan, Pegawai Kenderaan hendaklah menentukan had amaun bahan api sama ada secara harian, mingguan atau bulanan;
- 6.7.4 Kad Individu dan Kad Pemandu hanya boleh digunakan untuk pembelian bahan api kenderaan (petrol/ diesel/ gas) sahaja;
- 6.7.5 Pegawai Kenderaan mestilah menyediakan buku rekod pergerakan Kad Inden kenderaan seperti format di **Lampiran A2**. Buku rekod ini hendaklah dikemas kini, dijaga dengan baik dan diperiksa oleh Ketua Jabatan dari semasa ke semasa;
- 6.7.6 Setiap pengguna Kad Inden dikehendaki mengisi butiran pengambilan bahan api di dalam Buku Log.

6.8 Penyata Dan Laporan Kad Inden

- 6.8.1 Syarikat pembekal bahan api akan menghantar penyata dan laporan terperinci kepada Kementerian/ Jabatan/ Pejabat Daerah pada setiap awal bulan berikutnya. Penyata dan laporan yang dibekalkan adalah seperti berikut:
 - 6.8.1.1 Penyata Akaun – Maklumat berhubung jumlah pembelian yang perlu dibayar setiap bulan berdasarkan pembelian bahan api oleh setiap pemegang kad.
 - 6.8.1.2 Invois – Maklumat terperinci mengenai perbelanjaan yang dilakukan oleh pemegang kad inden di bawah akaun jabatan dan ia digunakan sebagai dokumen yang disertakan bersama baucar bayaran.
 - 6.8.1.3 Laporan Analisa Kenderaan – Maklumat terperinci berhubung pembelian bahan api termasuk tarikh, masa, lokasi, bacaan odometer dan kuantiti.
 - 6.8.1.4 Penyata Pembelian (Penyata Kad) – Maklumat berhubung jumlah pengambilan bahan api mengikut kad. Semua pemandu/ pemegang kad hendaklah mengesahkannya dengan menandatangani penyata ini setelah menyemak resit pembelian.
- 6.8.2 Pegawai Kenderaan hendaklah menyemak prestasi penggunaan bahan api bagi setiap kenderaan di Kementerian/ Jabatan/ Pejabat Daerah masing-masing dari semasa ke semasa seperti format di **Lampiran A2**.

- 6.8.3 Ketua Jabatan hendaklah memastikan pembayaran kepada pihak pembekal dibuat dengan segera mengikut tatacara kewangan semasa yang berkuat kuasa. Sebarang masalah perlu diatasi segera bagi mengelak daripada tindakan penggantungan kad oleh syarikat pembekal.

6.9 Kehilangan Kad

- 6.9.1 Kehilangan kad hendaklah dilaporkan kepada syarikat pembekal seperti alamat dan nombor telefon di **Lampiran A4**.

No. Rujukan:

Tarikh:

Petron Fuel International Sdn. Bhd.,
Level 12 Menara I&P 1,
No. 46, Jalan Dungun,
Damansara Height,
50490 KUALA LUMPUR
(u.p: Encik Henry Yih)

Tuan,

**PERMOHONAN KAD INDEN PETRON FLEET CARD BAGI KENDERAAN
KEMENTERIAN / JABATAN / PEJABAT DAERAH _____**

Dengan segala hormatnya, perkara di atas adalah dirujuk.

2. Sukacita dimaklumkan bahawa kementerian / jabatan / pejabat daerah ini memohon *Fleet Card* bagi kenderaan Kementerian / Jabatan / Pejabat Daerah. Bersama – sama ini disertakan borang permohonan berkenaan untuk tindakan tuan selanjutnya.

3. Sebarang pertanyaan, sila hubungi (*Nama Pegawai Kenderaan Kementerian/Jabatan/Pejabat Daerah*) di talian (*nyatakan nombor talian dan emel pegawai*).

Sekian dan terima kasih.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menjalankan amanah,

.....

(Pegawai Pengawal/Ketua Jabatan/Pegawai Daerah)

“SABAH MAJU JAYA”

PETRON FLEET CARD APPLICATION FORM

Note: To expedite processing of your application, please attach photocopies of the following supporting documents:

POSTPAID



PROPRIETOR/PARTNERSHIP

1. Business Registration Certificate (Form E, B & D) / Trading License
2. Latest Audited Financial Statements
3. Latest 3 months Bank Statements
4. Latest 2 years LHDN Submission if deemed appropriate

SDN BHD/BERHAD

1. Form 9, 24 & 49 or Latest Company Registration Form
2. Latest Audited Financial Statements
3. Latest 3 months Bank Statements
4. Any other required documents deemed necessary

PREPAID



PROPRIETOR/PARTNERSHIP

1. Business Registration Certificate (Form E, Form B & D) / Trading License

SDN BHD/BERHAD

1. Form 9, 24 & 49
2. Any other required documents deemed necessary

APPLICANTS DETAILS

Company Legal Name: _____

Registered Office Address _____

Mailing Address (if separate): _____

Company Name to be embossed on Fleet Card: (max of 26 characters) _____

Contact Person: _____ Position: _____

Office No: _____ Fax No: _____ H/P No: _____

Email Address: _____ Type of Company: Sole Proprietor Partnership Sdn Bhd Berhad Others

Date of Incorporation: _____ Nature of Business: _____ Company Registration No: _____

Fleet Card Type: Single Card (cards will be issued for each vehicle) Both (kindly specify in the Vehicle Details below)
 Dual Card (cards will be issued for multiple vehicle with multiple drivers)

Billing Period: Weekly Twice a month Monthly

Payment Method: Online Transfer Direct Debit (please fill in Direct Debit Authorisation form) Cash Deposit Machine

Account Holder wishes to sign up for:
1. Privilege Miles Card
 Full Name: _____
 IC No: _____ H/P No: _____

2. Petron Fleet Card Web Portal Web Admin Email (if separate from email above) _____
 E-statement is available at Petron Fleet Card Web Portal upon registration. Full terms and conditions are attached with this application form.

VEHICLE DETAILS (for additional vehicles and names, kindly submit with attachment)

Vehicle No.	Card Type (S/D)* Postpaid only	Model	Type	Petron					FUEL LIMITS (RM)**		VPR***
				Blaze 95	Blaze 97	Blaze 100	Diesel Max	Diesel Euro 5	Daily	Monthly	
Eg. ABC 1234		Proton	Car	✓					30	300	Y

*S – Single Card or D – Dual Card **To be rounded to the nearest ten ***VPR – Vehicle Performance Report

SITE RESTRICTION

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

*DRIVER DETAILS (This section is only applicable to Dual Card applicants). Name to be embossed on the Driver Card (max of 16 characters)

1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

I/We confirm that all the information given by me/us in this Petron Fleet Card application form as well as the supporting documents is correct to the best of my/our knowledge. I/We hereby authorize Petron Fuel Internationals Sdn Bhd to check our credit and activities prior to approval, I/We also agree to be bound by Petron Fuel International Sdn Bhd Fleet Card Terms and Conditions which is attached with this application form and have read and understood to contents. I/We acknowledge the Petron Fuel International Sdn Bhd will not return any documents pertaining to the application should the application be unsuccessful.

Company Stamp

Director's Signature: _____ Director/Authorised Signatory: _____
 Name: _____ Name: _____
 Designation: _____ Designation: _____

FOR PETRON FUEL INTERNATIONAL SDN BHD USE ONLY

Credit Limit/Terms: _____ Bank Account No: _____ Sales Territory: _____
 Cash Deposit/BG: _____ Branch: _____ Industry: _____
 Company's Banker: _____ State: _____

Entered by: _____ Approved by: _____
 Date: _____ Date: _____

SEND YOUR APPLICATION TO:
Petron Fuel International Sdn Bhd (Co. No. 4527-V)
 Petron Fleet Card, Level 10, Menara I&P 1, No. 46, Jalan Dungun, Damansara Heights, 50490 Kuala Lumpur. Tel: 1800 888 298 Email: customer@petronfleetcard.com.my

POSTPAID FLEET CARD

TERMS AND CONDITIONS

1. DEFINITIONS

In addition to the terms defined in the Fleet Card overleaf, as used herein, the following terms shall have the following meanings:

“**Account**” means the Fleet Card Account described and established in this Agreement.

“**Agreement**” means an agreement between Petron and the Cardholder governing the Account established in the name of the Cardholder in respect of any purchase and/or charge to the Fleet Cards for fuels and the use of the Fleet Cards by the Cardholder and/or the Authorised Users subject to the terms and conditions herein.

“**Authorised Reseller**” means operators of participating Petron branded service stations accepting the Fleet Card for purchases of fuels.

“**Authorised Signatory**” means the person who is authorised to complete and sign the Fleet Card Application Form and the Fleet Card for and on behalf of the Cardholder.

“**Authorised User**” means a person designated in writing by the Cardholder in the Fleet Card.

Application Form to have the authority to use the Fleet Card bearing the registration number of a Listed Vehicle.

“**Billing Period**” means the period for the billing of Charges as specified by the Cardholder on the Fleet Card Application Form and approved by Petron.

“**Business Day**” means a day other than a Saturday, Sunday, Public Holiday or an off day declared by Petron.

“**Cardholder**” means the entity whose name and address appear on the Fleet Card Application Form, being the party contracting with Petron hereunder.

“**Charges**” means all amounts charged to each of the Fleet Card, any late payment charges or other amounts due and payable to Petron hereunder and all other costs, fees or expenses (including without limitation, legal fees on a full indemnity basis) incurred by Petron in the recovery of or in relation to or in connection with any of such amounts, charges, costs, fees or expenses payable hereunder.

“**Credit Limit**” means the maximum amount of credit which Petron will extend to the Cardholder for Fleet Card purchases.

“**Credit Period**” means the period for full settlement of the Charges by the Cardholder as established and endorsed by Petron on the Cardholder's Fleet Card Application Form or such other period as Petron may from time to time establish with the Cardholder, such period to commence from the date of invoices referred to in Clause 5.3 hereof.

“**Driver Card**” means a card issued to the Cardholder and to be used with a valid Vehicle Card in the Dual Card system. A PIN is allocated to the Driver Card. The Driver Card shall be embossed with the name of the Cardholder and Authorised User Driver, the Card number and the expiry date.

“**Dual Card**” system means a system of using the Vehicle Card and Driver Card together to complete a transaction to purchase fuels at the Authorised Reseller.

“**Petron Fleet Card Web Portal**” means an electronic mode of managing the Cardholder's account via a secured web portal whereby selected information is displayed upon successful username and password login as well as communication via electronic means between Cardholder and Petron or its nominated 3rd party contractor.

“**Electronic Data Capture at Point-of-Sale**” (“**EDC Pos**”) means any computerised electronic data capture terminal which is located at the Petron branded service stations to facilitate purchases made using the Fleet Card.

“**Fleet Card**” means a card issued by Petron pursuant to this Agreement bearing the registration number of a Fleet Card or a Master Card. A PIN will be allocated to the Fleet Card.

“**Fleet Card Receipt**” means a manual, machine print-out and/or electronically printed receipt issued by Petron or the Authorised Reseller at the time of purchase and charge of fuels to the Fleet Card.

“**Fuels**” means available Petron Blaze 95 (RON95), Petron Blaze 97 (RON97), Petron Blaze 100 (RON100), Petron Diesel Max and Petron Turbo Diesel (and others as Petron may advise from time to time) offered for sale by an Authorised Reseller, for which purchases may be charged to the Fleet Card.

“**Fuel Limits**” means the amount stipulated by the Cardholder on the Vehicle Details Attachment as being the maximum amount chargeable at any one time either daily limit or monthly limit or for any one transaction to the Fleet Card issued for a Listed Vehicle, which amount shall be subject to Petron's approval.

“**Listed Vehicle**” means a vehicle authorised by the Cardholder to which a Fleet Card has been designated and the vehicle registration number of which appears on the Fleet Card.

“**Master Card**” means a card with alphanumeric characters not exceeding 10 digits chosen by the Cardholder in his Vehicle Details Attachment and accepted by Petron, and embossed on a Fleet Card in lieu of a vehicle registration number.

“**Notification of Loss**” means a notice in writing by the Cardholder and/or Authorised User on company letterhead with company stamp and authorised signatory sent via fax or via electronic means such as email or Petron Fleet Card Web Portal by the Cardholder to Petron reporting the loss or theft of a Fleet Card pursuant to Clause 6.4 below.

“**PIN**” means a Personal Identification Number allocated by Petron to the Cardholder to enable the Cardholder to make purchases of fuels from the Authorised Reseller without having to sign or endorse the Fleet Card Sales Voucher or receipt. However, in any case, Petron or Authorised Reseller reserves the right to request the Cardholder or Authorised User to sign or endorse the Fleet Card Sales Voucher at any time deemed necessary.

“**Replacement Fleet Card**” means a Fleet Card specially issued in case of loss, theft or mutilation in accordance with Clause 6.4 hereof or, in the case of surrender of a Fleet Card in accordance with Clause 9.1 hereof, as applicable.

“**Security**” refers to the collateral that Petron may require the Cardholder to provide as security for payment and includes but not limited to Bank Guarantee or Cash Deposit.

“**Vehicle Card**” means a card issued to the Cardholder which is registered to a particular vehicle and to be used individually or together with a valid Driver Card in a Dual Card system to purchase fuels from the Authorised Reseller. The Vehicle Card shall be embossed with the name of the Cardholder, the vehicle registration number (except for Dual Card system), the Card number and the expiry date.

“**Vehicle Details Attachment**” means the attachment to the Fleet Card Application Form completed by the Cardholder and containing the particulars of each of the Listed Vehicles to be issued with a Fleet Card pursuant to this Agreement.

“**Written Notification**” or any other “**Notification**” means a notice in writing by the Cardholder on company letterhead with company stamp and authorised signatory sent to Petron via mail, courier, fax or electronic means to the attention of Petron Fleet Card Centre (“**PFCC**”), Post Office Box No. 225, Jalan Kelang Lama, 58700 Kuala Lumpur. Fax No: 03 2281 6699. Email: customer@petronfleetcard.com.my

2. CARD ACCOUNT

2.1 The Agreement shall commence on the date of Petron's approval and endorsement of the Cardholder's Fleet Card Application Form and shall continue until terminated or cancelled in accordance with the provisions of this Agreement as stipulated in Clause 11.1.

2.2 The Cardholder agrees to:

2.2.1 be bound by the terms and conditions of this Agreement and shall be responsible for the Fleet Cards issued by Petron on the Cardholder's Account and shall ensure that the Authorised Users comply with the terms and conditions of this Agreement.

2.2.2 provide Petron with credit and other relevant information regarding the Cardholder and consent for Petron to obtain credit and other relevant information regarding the Cardholder from any bank or other financial institution, commercial or other entity.

2.2.3 provide complete and reliable financial statements (audited if available) and related information in a timely manner.

2.3 The Cardholder or the Authorised Signatory shall sign (if available) the Fleet Cards immediately upon receipt thereof. If Petron allocates a PIN to the Fleet Card, he shall destroy the slip advising him of his PIN number immediately upon receipt and keep any records separate from the Fleet Card. The Cardholder shall check and verify all particulars stated there under. Any discrepancies must be reported to Petron within fourteen (14) days of receipt of the Fleet Card or PIN.

2.4 If the Authorised User is a person who is in possession of the PIN, which is allocated to the Fleet Card, then he is not required to sign or endorse the Fleet Card Receipt. However, in any case, Petron or Authorised Reseller reserves the right to request the Cardholder or Authorised User to sign or endorse the Fleet Card Receipt at any time deemed necessary and/or to insist other documentation for identity verification purposes.

2.5 The Fleet Card enables the Authorised Users to purchase fuels from any Authorised Reseller and to charge such purchases to the Fleet Card PROVIDED ALWAYS THAT Petron shall not, under any circumstances or in any way whatsoever, be bound to ensure the availability or provision of the fuels or be liable in the event of such non-availability or non-provision whatsoever, and PROVIDED FURTHER THAT any purchase to, customs excise and/or other levies or duties imposed or levied by any governmental authority or body whether imposed before or after the date of any purchase and charge of the fuels to the Fleet Cards shall be for the Cardholder's account.

2.6 The Fleet Card can only be used to purchase fuel and cannot be used to purchase mart items including lubricants.

2.7 The Authorised User shall be the only person with authority to use the Fleet Card and it bearing the registration number of the Listed Vehicle, then for use only in relation to such Listed Vehicle. The Cardholder and Authorised User hereby acknowledge and agree that in the event the Card Reader at the Pump (CRDKE) is not available for any reason whatsoever, then the Authorised Reseller shall be required to verify the limit and/or status of the Fleet Card prior to authorising any purchase to be made. In this respect, Cardholder undertakes to cause the Authorised User to co-operate with the Authorised Reseller.

2.8 The Fleet Card will be suspended from further use if an incorrect PIN is entered. It is the Cardholder's responsibility to ensure the correct PIN is used for the corresponding Fleet Card when making a transaction at an Authorised Reseller.

2.9 The aggregate amount chargeable at any one time or in any one transaction to the Fleet Card in respect of a Listed Vehicle shall not exceed the Fuel Limits applicable to the said Listed Vehicle. In the event the Fleet Card has reached and/or exceeded its Credit Limits, the system will reject the said Fleet Card and payment will not be able to be affected, whether in full or partial and the transaction will not be recorded as a Fleet Card transaction. Accordingly, the Cardholder shall have to settle the payment directly with the service station.

2.10 If Cardholder opts for the Dual Card system, the Cardholder or Authorised User must present both the Driver Card and the Vehicle Card to complete a transaction at an Authorised Reseller to purchase fuel.

2.11 The Fleet Card and PIN shall be mailed or delivered to the Cardholder and is expected to take at least three (3) weeks to arrive.

2.12 Petron shall not, under any circumstances or in any way whatsoever, be liable or responsible for:

2.12.1 any act or omission of any Authorised Reseller including the refusal by or failure of any Authorised Reseller to honour the Fleet Card or for any PIN refusal or rejection by EDC Pos terminal for any reasons whatsoever or for any loss or damage arising from the manner of acceptance of the Fleet Card or for any defects or deficiency in or complaints relating to the fuels or for any other disputes or claims the Cardholder and/or Authorised User may have with or against an Authorised Reseller.

2.12.2 any loss or damage suffered by the Cardholder in respect of any statement, communication or implication relating to or arising from any revocation, suspension or restriction of the use of the Fleet Card.

2.12.3 any special, incidental, consequential, exemplary or punitive damages.

2.12.4 any dispute or claim that the Cardholders and/or Authorised User may have with or against the Authorised Reseller shall not affect the obligations of the Cardholder and the Authorised User under this Agreement.

2.12.5 any transactions for purchases of fuel (whether such transaction are disputed by the Cardholder for whatever reasons) unless Petron in its sole and absolute discretion agrees to waive payment.

In all circumstances, the Cardholder shall pay in full the amounts of all Charges stated in the monthly statements on or before the stated due date.

3. CARDHOLDER'S INFORMATION

3.1 In the event of any change of the Authorised Signatory of the Cardholder or any other material changes of the particulars of the Cardholder such as address or contact details, the Cardholder shall notify Petron via a Written Notification of such change.

3.2 The Authorised Reseller shall have the right, but shall not be required to verify the registration number of the Listed Vehicle appearing on any Fleet Card and/or that the purchases charged to the Prepaid Card relating to or are for the benefit of the Listed Vehicle which registration number appears on the said Fleet Card and/or the identity and/or the authority of a person purporting or holding himself out to be an Authorised User even if the Fleet Card tendered by such person appears to be in order and the Cardholder or the Authorised User as the case may be shall tender his full cooperation. In the event of refusal, the Authorised Reseller shall be entitled to reject the use of the said Fleet Card for any charge.

3.3 The Cardholder shall be responsible for and shall ensure that the Fleet Card Receipt, as the case may be, accurately reflects any and all purchases charged to the Fleet Card. In the absence of manifest error, Fleet Card Receipt, as the case may be shall be deemed as conclusive and binding upon the Cardholder and the Authorised User for all purposes of this Agreement. In the event the Fleet Card Receipt are misplaced, damaged and/or lost, the Cardholder shall be responsible for the same and no request to Petron for copies thereof shall be entertained.

4. LIABILITY OF CARDHOLDERS

4.1 Pending the receipt by Petron of the notification of changes in Clause 3.1, the Cardholder shall continue to be liable to pay for all charges incurred on use of the Fleet Cards.

4.2 Upon receipt of any Fleet Cards from Petron either by ordinary mail or by courier, the Cardholder may return the original mailing slip (if available) duly acknowledged to Petron. Notwithstanding that the mailing slip may have been returned or not, the Cardholder shall be liable for all charges to the said Fleet Card and no complaints or enquiries will be entertained. The first use of the Fleet Card shall constitute conclusive evidence that the Cardholder agrees to be bound by the terms and conditions of this Agreement.

4.3 The Cardholder may, at any time and from time to time give Petron thirty (30) days prior notice in writing to amend the Fuel Limits, which amended amount, shall be subject to Petron's approval. The amended Fuel Limits shall take effect on the date immediately following the date of Petron's approval. The Cardholder shall be responsible for and shall ensure that the Credit Limits are appropriate. Petron reserves the right to request for Security as a precondition for amending the Fuel Limits.

4.4 The Cardholder represents and warrants the accuracy of the details furnished in the Fleet Card Application Form, notices and other information furnished or required to be furnished to Petron from time to time, including without limitation, the particulars of the Listed Vehicles in the Vehicle Details Attachment and of the Authorised Users in the Fleet Card Application Form. Any changes arising there to must be reported to Petron in writing. The Cardholder hereby authorises Petron to disclose, to any third party including its affiliates, any information furnished by the Cardholder to Petron at any time during the period of this Agreement and any information in respect of the use of the Fleet Card.

4.5 The Cardholder shall be responsible and shall pay in full for any and all purchases of fuels charged to the Fleet Cards notwithstanding that a vehicle is no longer a Listed Vehicle or an Authorised User is no longer so authorised or that the Charges were incurred by a person who was not, at the time of the purchase and charge, an Authorised User that the purchase and charge was not incurred in respect of the fuels nominated for a particular Listed Vehicle or of any Listed Vehicle or any disputes or discrepancies related to the Vehicle Purchase function.

4.6 When Cardholder purchases fuel using the Fleet Card, the Cardholder is deemed to represent to Petron that the Cardholder is solvent and able to pay for such purchases.

4.7 The Cardholder shall indemnify and keep Petron at all times indemnified against any and all claims, losses, damages, actions, demands, penalties, fines, costs or expenses (including without limitation, legal fees on a full indemnity basis) of any nature whatsoever and howsoever arising which Petron may incur, sustain or suffer arising out of or relating to or in connection with the issuance of the Fleet Card to the Cardholder or the use of the Fleet Card by the Cardholder and/or Authorised User for the purchase of fuels in the event of any fraud or non-compliance of any applicable laws and regulations of Malaysia by Cardholder or its Authorised User.

5. PAYMENT

5.1 If the amount outstanding in the Fleet Card account (including current month purchase) exceeds the Credit Limit, then the excess amount shall be immediately payable by the Cardholder to Petron upon demand. Petron may at its discretion withdraw credit limit or refuse to supply product to the Cardholder if the Cardholder exceeds its credit limit.

5.2 Payment of the Charges shall be made by means of Direct Cash Deposit, Cheque Deposit, GIRO / wire / electronic transfer or Direct Debit from Cardholder's bank account into Petron's Bank Account. The amount paid shall be in Ringgit Malaysia (RM) as stated in the statement. The Cardholder shall be responsible for any bank charges in clearing the payment in the event that such payments are remitted from outside Malaysia. Petron has the sole discretion to change the mode of payment from time to time without giving prior notice.

5.3 Invoices reflecting the Charges will be posted to the Cardholder in accordance with the Billing Period. All Charges are due for payment in full within the Credit Period unless prior written approval is obtained from Petron. Petron will also issue to the Cardholder on the last day of each month or as soon as may be practicable, statements of account recording the payments made and the invoices outstanding as of the date of statement.

5.4 The due date stated in the invoice / statement shall be the date whereby the payment / fund must have already been successfully credited / cleared / transferred to Petron's banking account. Therefore, remittance of payment should be done earlier depending on method of payment and fund clearing rules of the local bank at which the payment / fund originated from, to accommodate the due date.

5.5 Petron has the discretion to change the Credit Period or other payment terms from time to time without giving prior notice.

5.6 The Cardholder shall give written notification to Petron (Attention: CVS/PFCC) of any questions, problems, disputes concerning any invoices and/or monthly statements immediately upon receipt of such invoices and/or monthly statements but in any case not later than thirty (30) days from the date of the said invoices or monthly statements. Notwithstanding the above, the Cardholder shall sign in the sum stated in the invoices on or before the due date. Upon completion of investigation into the claim alleged by the Cardholder, any account, if any, due to the Cardholder shall be credited to the Cardholder.

5.7 The Cardholder and/or Authorised User may from time to time request for a second copy of the statement of account. The Cardholder and/or Authorised User making such request agrees to pay a service charge of RM10.00 or such other sum as Petron may determine in the event that the said statement of account is two months' old or more.

5.8 Questions, problems and disputes, if any, received by Petron after the said period as stipulated in Clause 5.6 above shall not be entertained and the Cardholder shall be deemed to have fully accepted the invoices and/or monthly statements in respect of which the Cardholder shall make full payment together with any accrued late payment charge.

5.9 A late payment charge of two percent (2%) per month shall be levied on any account due and unpaid and to be levied on a daily basis until full payments is made.

5.10 Any invoice, statement or notice referred to in this Agreement shall be deemed to have been received by the Cardholder on the date following the date of its posting by ordinary mail to the address set forth in the Fleet Card Application Form or to the last address notified in writing to Petron by the Cardholder.

5.11 Cardholder shall pay all costs including but not limited to, reasonable attorneys fees and collection agency fees incurred by Petron, to recover any amount due and owing to Petron arising from Cardholder's default in payment of such sum under this Agreement.

6. LOSS OF CARD, DISCLOSURE OF PIN, FRAUD AND PREVENTIVE MEASURES

6.1 The Cardholder undertakes and agrees with Petron that it shall at all times during the term of this Agreement observe and perform, all the terms and conditions set out in this Agreement, including without limitation, the following:

6.1.1 to take all reasonable care and precaution to prevent the loss, theft and mutilation of any Fleet Cards;

6.1.2 to comply with all requirements, directions, instructions and measures as may be issued by Petron from time to time in respect of the Fleet Card and/or PIN issued;

6.1.3 not to reveal the PIN of the Fleet Card bearing the registration number of a Listed Vehicle to any person other than the Authorised User;

6.1.4 to reimburse Petron all costs and expenses (including without limitation, legal fees) that Petron may pay, incur or sustain in relation to any action taken to enforce the terms and conditions of this Agreement;

6.1.5 to immediately inform Petron if the Cardholder suspects that a Fleet Card is being used without its authorisation; and

6.1.6 to promptly inform Petron of any changes of its address and that of its Authorised Users.

6.2 The Cardholder shall immediately notify Petron (Attention: PFCC) of the loss or theft of any Fleet Cards or the disclosure of the Cardholder's PIN to any unauthorised person and the Cardholder's liability for all purchases obtained through the use of and charged to the said Fleet Card shall be as follows:

6.2.1 for all Fleet Card transactions incurred prior to the successful blocking of the said card upon the timely notification of the date of loss or theft, the Cardholder shall be fully liable for all Charges; and after receipt of notification by Petron of the loss or theft, the Cardholder's liability shall be limited to the Fuel Limits applicable to the Listed Vehicle in question;

6.2.2 for all Fleet Card transaction incurred after the date of Petron's receipt of written notification of such loss or theft and subject to the successful blocking of the card, the Cardholder shall have no liability PROVIDED ALWAYS THAT if the loss or theft of the Fleet Card is the result of any breach or default of the Agreement by the Cardholder and/or the Authorised User, the Cardholder shall be fully liable for all Charges incurred against the said Fleet Card.

6.3 In the event the PIN is lost and/or misplaced and/or compromised, the Cardholder shall notify Petron immediately via Written Notification. Upon receipt of such notification, Petron shall re-issue another PIN number from such notification.

6.4 In the event the Fleet Card is lost or stolen, the Cardholder shall immediately give verbal notification to Petron upon the discovery of such loss or theft to be followed immediately by a Written Notification. If Cardholder fails to give the above Written Notification, the Cardholder shall be liable for all purchases obtained through the use of and charges to the Fleet Card. For the purpose of this Clause, proof of transmission or postage is not proof of receipt by or delivery to (as the case may be) Petron. Upon receipt of the Written Notification by Petron, it shall issue a replacement Fleet Card and invalidate the lost or stolen Fleet Card. If any lost or stolen Fleet Card(s) is subsequently retrieved, the Cardholder shall destroy the invalidated Fleet Card.

6.5 The following security steps shall be adhered to by the Cardholder and/or Authorised User to prevent any fraudulent Fleet Card transactions:

6.5.1 The PIN shall not be written, printed or indicated in any manner on the card.

6.5.2 The PIN shall be keyed in personally by the Authorised User at the Authorised Reseller and not by any other party.

6.5.3 Adhering to such other security measures that Petron may issue from time to time.

Cardholder also has the sole responsibility to monitor the use of the Fleet Card and if they perceive any unusual transaction, to inform Petron immediately. Petron has the absolute discretion to consider any request for payment waivers which may include a total rejection. Petron is not responsible to monitor the account and to report to the Cardholder any unusual pattern of transactions.

6.6 In granting the request from Cardholder for a replacement Fleet Card, either due to theft, loss or damage, Petron reserves the right to charge the Cardholder a replacement fee of RM10 per Fleet Card or any other amount deemed appropriate.

7. PETRON FLEET CARD WEB PORTAL

7.1 For those Cardholders that have signed up for Petron Fleet Card Web Portal:

7.1.1 e-Invoices shall be displayed online at a designated website and Cardholder may view, download or print and accepts it as an official invoice from Petron, in addition to or in place of any other agreed means of invoice delivery. For Cardholders that have not opted for e-invoicing, Petron shall have the discretion to impose a fee for any hardcopy issued by Petron.

7.1.2 e-Statement shall be delivered to Cardholder electronically to an email address as nominated in the Petron Fleet Card Web Portal application form.

7.1.3 Petron has the discretion to discontinue issuance of hardcopy of statements.

7.2 Petron may archive the invoices electronically or have them archived electronically by its nominated third-party contractor.

7.3 The Cardholder is aware that advanced electronic signatures, in line with country legislation, are used to protect the integrity of all Fleet Card e-invoices.

8. GOODS AND SERVICE TAX

8.1 Where taxes are applicable under this Agreement due to any changes in the taxation regime or associated compliance requirements governing taxation, Petron is entitled to charge the taxes and the Cardholder shall pay such taxes to Petron from the effective date of the relevant taxation regime or compliance.

9. TERMINATION AND SUSPENSION

9.1 This Agreement or the Account or any Fleet Card(s) issued pursuant to this Agreement may be terminated or cancelled as follows:-

9.1.1 by Petron;

9.1.1.1 immediately at any time without prior notice in the event of any breach of the provisions of this Agreement by the Cardholder and/or any Authorised User; or

9.1.1.2 by giving the Cardholder prior written notice of termination or cancellation without assigning any reasons therefore; or

9.1.1.3 in the event of inactivity of the Fleet Card account for a consecutive period of 6 months or more;

9.1.2 by the Cardholder:-

9.1.3 by giving Petron fourteen (14) days prior written notice subject to Clause 9.2 below.

9.2 The Cardholder shall remain liable for all Charges incurred on any Fleet Card after such termination or cancellation or request of cancellation of the Agreement and/or Account and/or Fleet Card(s). All charges incurred on the Fleet Cards up to and including the said effective date of termination or cancellation shall be settled in full.

9.3 If this Agreement and/or Account and/or Fleet Card shall, for any reasons whatsoever, be terminated or cancelled in accordance with the provisions of this Agreement, the Cardholder shall be responsible to obtain from the Authorised User and return to Petron each cancelled Fleet Card. The Cardholder agrees to indemnify and hold Petron harmless for any losses, damages or liabilities arising from a claim against Petron for the termination or cancellation of a Fleet Card.

9.4 No termination or cancellation in accordance with this Agreement shall affect the Cardholder's obligation and liability to effect full payment for any purchases of fuels charged to any Fleet Card(s) or otherwise prescribed in this Agreement.

9.5 The termination or cancellation in accordance with the provisions of this Agreement shall be without prejudice to Petron's rights in respect of any antecedent breach of the agreement and stipulation herein contained.

9.6 In the event of termination or cancellation of this Agreement and/or Account, Petron has the right to withhold any security until such time that all outstanding amount has been settled in full.

10. TERM OF AGREEMENT

10.1 The Cardholder acknowledges and agrees that each of the Fleet Card issued under this Agreement is and shall remain, throughout the term of this Agreement, the property of Petron.

10.2 The Cardholder may only use the Fleet Card issued under this Agreement up to and including the expiry date embossed on the Fleet Card. No purchases shall be made using a Fleet Card which has been cancelled, terminated or have expired. Any such purchases shall be the sole responsibility of the Cardholder.

10.3 Petron may, at any time without prior notice and at its sole discretion, review or revoke the Cardholder's right to use Fleet Card in its entirety or in respect of a particular transaction or in respect of the Credit Period or any other material aspect of the Fleet Card.

10.4 Petron may from time to time review Cardholder's financial position or Cardholder's compliance of the terms and conditions of the agreement and based on those findings, Petron may in its sole and absolute discretion take any or all (but not limited to) the following actions:

10.4.1 Request further access to the Cardholder's financial positions.

10.4.2 Modify, deny or withdraw any credit limits extended to Cardholder.

10.4.3 Require Cardholder to provide Security for an amount and upon such format determined by Petron.

10.4.4 Revise the payment terms.

10.4.5 Revise the payment methods.

10.4.6 Suspend or terminate usage of the Fleet Cards.

10.4.7 Demanding that payments that are payable on or before the due date to be paid immediately.

10.5 The Cardholder acknowledges that credit is a privilege and not a right. Petron may, in its sole discretion:

10.5.1 revoke credit limit,

10.5.2 modify any and all terms and condition of credit limit and/or

10.5.3 require payment in advance.

10.6 Petron may accomplish any or all of the foregoing at any time, in its sole discretion, by giving notice to the Cardholder, which notice may be provided by mail, email or by any other means specified in this Agreement and which shall be effective from the date of such notice unless otherwise specified by Petron.

10.7 Petron may, at any time and from time to time, amend any of the terms and conditions of this Agreement which shall take effect on a date to be determined by Petron. Petron shall give written notice to the Cardholder of the amendments and the Cardholder shall be deemed to have accepted and agreed to such amendments without reservation. If Cardholder disagrees with the amendments, the Cardholder shall give written notification to Petron to terminate the Fleet Card account provided that the Cardholder shall be bound by the amended terms and conditions in respect of any transactions effected by Cardholder prior to the invalidation of the Fleet Card by Petron.

11. ASSIGNMENT

11.1 The Cardholder shall not have the right to assign, transfer or delegate any or all of its rights or obligations hereunder and any purported assignment, transfer or delegation shall be null and void. Petron may freely assign any or all of its rights, titles and interests (including without limitation any claims or right to receive payment of any monies hereunder) in or contemplated under this Agreement.

12. WAIVER

12.1 Petron may, at any time and from time to time, at its sole discretion, waive either unconditionally or on such terms conditions as it may deem fit, any breach by the Cardholder and/or the Authorised User(s) of any terms and conditions herein contained and any modification thereof but without prejudice to its rights and remedies for enforcement thereof, PROVIDED ALWAYS THAT:

12.1.1 no neglect or forbearance of Petron to require and enforce payment of any monies hereunder or the performance and observance of any terms and conditions herein contained, nor any time which may be given to the Cardholder shall in any way prejudice or affect any of the rights, powers or remedies of Petron at any time thereafter to act strictly in accordance with the provisions thereof, and

12.1.2 no such waiver of any such breach as aforesaid shall prejudice the rights of Petron in respect of similar breach other or subsequent breach of any of the terms or conditions aforesaid.

13. DATA PROTECTION

13.1 For purposes of this Clause 13, the term "Personal Data" means any information relating to an identified or identifiable individual ("Data Subject") that is provided or made available to Petron or its duly authorised agent by Cardholder, or its employee, in connection with this Agreement. The term "Process" means any and all collection, storage, dissemination, retrieval, destruction or use of Personal Data by Petron or its duly authorised agent.

13.2 Cardholder acknowledges that Personal Data, if any, is provided or made available to Petron or its duly authorised agent for the purpose of enabling Petron to perform its obligations under this Agreement, and under no circumstances will Personal Data become the property of Petron.

13.3 Petron further agrees and undertakes:

13.3.1 to comply with the requirements of all applicable data protection laws and regulations in Malaysia; and

13.3.2 to maintain technical and organisational processes and procedures that ensure a level of security appropriate risks represented by the processing and the nature of the Personal Data to be protected, and

13.3.3 to safeguard all Personal Data received from the Cardholder from and against any accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access.

13.4 Cardholder is required to access and read Petron's notice to its customers in compliance with the requirements of the Personal Data Protection Act 2010 which is made available at: <http://www.petron.com.my/web/Media/uploads/47c5c3f71954d56569f08acd0b94c16.pdf>

14. DISCLOSURE OF INFORMATION

14.1 The Cardholder hereby authorises Petron to disclose, to any third party including its agents and affiliates, any information furnished by the Cardholder or its employee to Petron at any time during the period of this Agreement and any information in respect of the use of the Fleet Card, for the purpose of performing its obligations under this Agreement.

15. OTHER TERMS AND CONDITIONS

15.1 This Agreement shall constitute the entire rights and obligations of Petron, the Cardholder and the Authorised User(s) with respect to the subject matter hereof and shall supercede any prior negotiations, representations or agreements, either oral or written, related to the subject matter hereof.

15.2 In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or enforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement.

15.3 This Agreement and all matters arising out of the issuance and use of the Fleet Cards shall be governed by the laws of Malaysia and the parties shall also submit themselves to the jurisdiction of the Malaysian Courts.

15.4 In this Agreement, unless there is something in the subject or context inconsistent herewith, words importing the singular shall include the plural meaning and vice versa, words importing the masculine gender shall include the feminine and neuter genders and words importing persons include corporation, partnership and sole proprietorships.

15.5 This Agreement shall be binding upon the parties hereto, their respective heirs, personal representative, assigns and successors-in-title.

15.6 The Cardholder is requested to establish and maintain precaution in order to prevent the Authorised User, any employees, agents or representatives from making, receiving, providing or offering substantial monies, gifts, entertainment, payments, loans or other consideration to Petron's employees, Authorised Reseller, agents or representatives for the purpose of influencing those persons to act contrary to Petron's best interest. This obligation shall apply to the activities of any one or more of your employees and/or contractors in their relations with any one or more of Petron's employees and/or their families and/or third parties arising from this Fleet Card Account.

"Petron Blaze 95", "Petron Blaze 97", "Petron Blaze 100", "Petron Diesel Max" and "Petron Turbo Diesel" are trademarks of Petron Corporation, of which all are used under license.

FORMAT REKOD PERGERAKAN KAD INDEN

NO SIRI KAD :

Bil	Tarikh Kad Diambil	Pegawai Yang Menyerahkan Kad		Pemandu		Tarikh Dikembalikan	Penerima Kad Yang Dikembalikan		Jumlah Diisi		No Resit
		Nama	Tanda tangan	Nama	Tanda tangan		Nama	Tanda tangan	Liter	RM	

Format Analisa Kadar Penggunaan Bahan Api Bulanan

Bagi Tahun

Nama Kementerian/Jabatan : _____

No. Daftar Kenderaan : _____

Jenis Minyak : _____ Petrol/Diesel _____

Bil	Bulan/Tahun	Jumlah Perbatuan Bulanan (km)	Jumlah Penggunaan Bahan Api Bulanan (Liter)	Kadar Penggunaan Bahan Api (km/liter)
1	Januari			
2	Februari			
3	Mac			
4	April			
5	Mei			
6	Jun			
7	Julai			
8	Ogos			
9	September			
10	Oktober			
11	November			
12	Disember			

1. Ulasan Analisa Bulan Januari hingga Jun (diisi oleh Pegawai Kenderaan dan disahkan)

2. Ulasan Analisa Bulan Januari hingga Desember (diisi oleh Pegawai Kenderaan dan disahkan)

3. Ulasan Analisa Tahunan (diisi oleh Ketua Jabatan dan disahkan)

LAMPIRAN A4**MAKLUMAT PEMBEKAL KAD INDEN KERAJAAN**

BIL.	NAMA SYARIKAT	ALAMAT	NO. TELEFON & NO. FAKS	LAMAN WEB & E-MEL
1	PETRON	Petron Fuel International Sdn Bhd Level 12, Menara I&P 1 No 46, Jalan Dungun Damansara Heights 50490 Kuala Lumpur	Tel.: 03- 2082 8400 Faks : 03- 2082 8582	Laman web: www.Petron.com.my E-mel: henry.yih@petron.com.my