

## **EKO - Heating U - EKO Smile Functionality**

Special Terms & Conditions for EKO Heating-U Function, supplementary to the Terms and Conditions of EKO Smile.

1. The EKO Smile provides its members with the ability to order, arrange pre-payment and delivery of Heating Fuel.
2. Where you are purchasing using the EKO Smile, we require payment in advance of delivery using the EKO Smile.
3. By selecting Heating-U functionality through EKO Smile as provided in the EKO Smile you hereby re-confirm acceptance of the EKO Smile Terms & Conditions, and you hereby confirm acceptance of the additional terms and conditions of this function as noted herein.
4. Where an Order is placed using the EKO Smile, a contract is formed between you and EKO participating entities in the EKO Smile.
5. By using this EKO Smile function you hereby re-consent to the Privacy Policy and General Terms & Conditions of EKO Smile, additionally to the Terms & Conditions of this Heating U function.
6. **Function Interpretation Note Definitions** : In addition to existing defined terms of the Terms & Conditions (TCs) of the EKO Smile the below definitions in “Capitals” shall be applicable in the context of this EKO Smile function.

(a) **Heating Fuel** :means either of :

(i) Heating Diesel

(ii) Kerosene

(iii) Heating Liquid Gas

(b) **Order** : means an order made through EKO Smile by a user of EKO Smile for the delivery of Heating Fuel as selected and submitted through the EKO Smile and is subject to the **Order Reservation Fee** and the **Payment Order Fee**.

(c) **Reservation Order Fee** : means the amount to be blocked in the EKO Smile upon submission of the Order by the user of the EKO Smile. which is deemed to accepted as the maximum for Order **Payment Fee**.

(d) **Order Payment Fee**: means the fee paid for the **Order** out of the Reservation Order Fee and shown on the **Payment Order Receipt**.

(e) **Order Payment Receipt**: means the receipt where are show the details of the Heating Fuel delivered and the amount collected from the Reservation Order Fee as evidenced by the receipt from the participating EKO Petrol Station in the EKO Smile.

(f) **Delivery Address** : means the address where the Heating Fuel is to be delivered and is included in the Order made under the EKO Smile.

(g) **Working Day:** means the weekdays on which EKO Petrol Stations are opened within the Government-controlled areas of the Republic of Cyprus.6. To use the EKO Heating U Function, you must be a registered user of the EKO Smile. By using the EKO Smile you confirm that you accept these terms and conditions.

7. All Orders for Heating Fuel are accepted in good faith, and EKO reserves the right to reject orders subject to the terms and conditions noted herein.

8. Each Order placed by you and accepted by EKO, gives rise to a separate contract.

#### **A. Delivery of Heating Fuel :**

1. In respect of each delivery of Heating Fuel, you must:

(i) ensure that all necessary arrangements are put in place to safely accept each delivery including providing appropriate equipment to accept delivery, ensuring delivery and storage access is clear and available (noting that delivery vehicles are both larger and heavier than private cars), ensuring that sufficient storage capacity is available, and ensuring that your relevant storage facility:

(a) is safe and suitable for the Heating Fuel,

(b) is clearly marked with product name (grade), safe working capacity and identification number,

(c) is provided with a safe means to check volume in tank before and during delivery, and

(d) complies with any and all applicable laws and regulations;

(ii) indicate to us the correct fill point for your tanks (please note that we are not responsible for dipping, checking or testing your tank(s));

(iii) tell us about any safety or operating problems with your storage tank before we start delivery; note that any out of service equipment must be clearly marked and sealed / kept separate;

(iv) act sensibly and carefully with the Heating Fuel. Handling the Heating Fuel incorrectly can be dangerous. It is important for everyone's safety that you know and comply with relevant health, safety and environmental law;

(v) not climb onto any vehicle we use to deliver the Heating Fuel; we may stop the relevant delivery if you attempt to do so.

3. By agreeing to our terms and conditions, you confirm that you have complied with all relevant environmental and safety legislation and that the storage tank, container, receptacle, vessel or fill line (as the case may be) are structurally sound, do not leak and are in a suitable condition to safely receive Heating Fuel.

4. We can deliver Heating Fuel within the Government-controlled areas of the Republic of Cyprus, however there may be some exclusions (such as remote areas of the country), but this will be made clear to you when placing your order. However, this might not always be possible due to factors beyond our

reasonable control. If there is a delay, we will try to contact you as soon as we can to agree a new delivery date.

5. Heating Fuel ordered will be delivered in bulk at the Delivery Address, provided we can safely access your tank to fill it subject to the terms referred herein. It is noted that it is preferable for you to be present when Heating Fuel is delivered. It is your responsibility to ensure that someone is available at your Delivery Address on the date of delivery. If nobody on your behalf is present at the Delivery Address and/or there is no safe access and/or available space in the tank to make the delivery, EKO will contact you by telephone to ensure the accessibility of your tank and that there is enough space in your tank for the ordered quantity. If we cannot contact you, we will leave a note to explain and will try to contact you to rearrange the delivery and may elect to charge a Failure Delivery Charge.
6. Delivery of Heating Fuel is deemed to be taken place on the placing of Heating Fuel with the storage tank or the container (as the case may be) which has been noted or shown in the Order for the EKO Smile user receiving delivery of the Heating Fuel at the Delivery Address.
7. If the Delivery Address you gave is wrong and your Order is delivered to someone else, we cannot be responsible for any losses you may incur as a result, and we will have no obligation to refund you or provide replacement Heating Fuel. Please check that the details you give us are correct.
8. If for any reason, other than our failure to comply with the terms noted herein, you:
  - (a) fail to accept delivery of any of the Heating Fuel when it is ready to be delivered;
  - (b) fail to collect the Heating Fuel when it is ready for collection;
  - (c) wish to delay delivery, or
  - (d) do something which means that we are unable to deliver the Heating Fuel,then EKO may:
  - (i) have to change our delivery program which may mean that your delivery date may be delayed; and /or
  - (ii) at our option, charge you a Failure Delivery Charge.
9. If we believe that it would be unsafe to make a delivery of Heating Fuel to you then we may suspend that delivery until we are satisfied (acting reasonably) that it would be safe for us to proceed.

**B. Order and Payment:**

1. When you are ordering Heating Fuel using the EKO Smile, the payable price, delivery costs and relevant taxes for the Heating Fuel are noted in the Heating Fuel Form in the EKO Smile before you complete the Order. This is the estimated an

estimated fee up to the Reservation Order Fee which is the maximum price amount to be blocked in the EKO Smile.

2. Payment has to be made for the Order through the EKO Smile and EKO will be paid through your EKO Smile Wallet. Any refund approved and/or any amount payable to you by EKO will be paid to your EKO Smile Wallet.
3. You can cancel any Order for Heating Fuel up until and including 15:00 hrs of the Working Day preceding the date of delivery, PROVIDED you call us at +357 22477000 to confirm you don't want EKO to process and/or execute the Order. The Order will be deemed to have been cancelled provided that a confirmation is given.
4. We may at any time and without notice:
  - (i) alter the specification of the Heating Fuel to ensure that the Heating Fuel conforms to any applicable safety or statutory requirements; and/or
  - (ii) make minor modifications to the specification of the Heating Fuel that we consider necessary or desirable (and which we consider should not have any material adverse effect on the performance of the Heating Fuel).
5. We will not deliver more than you ordered. We will always try to deliver the agreed volume of Heating Fuel, but if we are unable to do so due to reasons beyond our reasonable control (for example, if unsafe access to the tank; we deem the tank to be unsafe; or there is less space available in your tank than the amount of Heating Fuel you ordered) and then we will only charge you for the Heating Fuel delivered, and refund back for the Reservation Payment Fee to you an amount corresponding to the quantity of Heating Fuel undelivered.
7. For Heating Fuel that is delivered we record the delivery date, quantity and description of the Heating Fuel delivered to you, and that record shall, in the absence of evidence to the contrary, be deemed to be conclusive proof of the date of delivery, the volume and type of Heating Fuel delivered. If you believe that any information set out on your delivery note shown in the Order Payment Receipt is wrong then you must notify immediately EKO in writing within a maximum of two (2) Working Days of the Order Payment receipt of the deliver note, providing full details of any disputed element(s)
8. If you become aware that the wrong Heating Fuel has been delivered, then you must stop using it immediately and you must notify EKO [22477000, ekocustomerservice@helpe.gr]. EKO will discuss with you to either arrange collection of the Heating Fuel (if feasible) or another solution.
9. We do not accept responsibility in connection with how the Heating Fuel is stored and/or used by persons other than EKO. In this context, and without limitation to the generality of the preceding sentence, all risk of loss or damage attributable to the use or storage of the Heating Fuel following its delivery to you, shall pass to you at the time of delivery.

