

GENERAL TERMS AND CONDITIONS FOR EETS

Version effective (25. January 2023)

DEFINITIONS

Client: the natural person or legal entity who has entered into the *Contract*, either personally or through a third-party representative and who uses the *Toll Services*.

Client Registration Form: the document with which the *Client* in accordance with clause 3.2. applies for the provision of the *Toll Service(s)*.

Contract: the business relationship between the *Parties* governed by (i) the duly completed and signed *Client Registration Form* (ii) *tolltickets'* confirmation letter (iii) the *Vehicle Registration Forms* (iv) *these GTC* and (v) *the SPL*.

EETS Directive: Directive 2004/52/EC of the European Parliament and of the Council of 29 April 2004 on the interoperability of electronic road toll systems in the Community.

EETS Provider: legal entity that meets the requirements set out in Article 3 of the *EETS Directive* and is registered in its member state of the European Union to establish and grant access to European Electronic Toll Service (EETS).

GTC: these General Terms and Conditions.

OBU: electronic vehicle-bound acceptance medium for recording the relevant data for the collection of toll and road use charges as defined in the EETS directives and the respective national implementation acts.

Parties or Party: *tolltickets* and the *Client*.

Service Price List/SPL: part of the *Client Registration Form*, detailing available *Toll Domains*, possible *Toll Domain* combinations, fixed and variable fees to be paid by the *Client* for the *Toll Service(s)*, prices for accessories, etc.

Toll: any form of fee, tax or duty in connection with the use of a *Toll Domain*

Toll Billing Records: *Toll Transactions Records*, consolidated by *tolltickets* per day (no matter how many individual *Toll Transactions* will be created by the *Client*), per *Toll Domain*, per vehicle (based on number plate number) and in a consolidated data format.

Toll Charger: entity with original responsibility for toll collection for a *Toll Domain* and which is charging for the use of road infrastructure within a *Toll Domain*.

Toll Domain: a road network or any other covered road infrastructure (tunnel or bridges) being in responsibility of a *Toll Charger*

Toll Service(s): *tolltickets'* supply of *OBUs* to the *Client* and performance of vehicle-related toll payment on behalf of the *Client* in the various *Toll Domains*.

tolltickets: *tolltickets GmbH*, Kaiserstraße 28, 83022 Rosenheim, Germany, registered under HRB 18161 in its capacity of being a registered *EETS Provider*.

Toll Transaction: a transaction in which *Toll Services* are provided by means of an *OBU* or other legitimization objects attributed to *tolltickets* as *EETS Provider* and assigned to the *Client*.

Toll Transaction Records: records on single *Toll Transactions* triggered by *OBUs* assigned to the vehicles(s) of the *Client* and delivered to *tolltickets* from the single *Toll Charger(s)* or created by *tolltickets* for a single *Toll Charger*. Such *Toll Transaction Records* are detailed (e.g. for each and every tolled segment or trip) and provided in specific formats and granularity as defined by the *Toll Charger(s)* and are forming the basis for the *Toll Billing Records*.

Vehicle Registration Form: the document with which the *Client* designates certain vehicles for which *Toll Services* are to be provided.

Working Day: Monday to Friday except public holidays at the registered office of *tolltickets*.

A. GENERAL REGULATIONS

1. VALIDITY OF GTC

- 1.1. These *GTC* apply to the entire contractual relationship between *tolltickets* and the *Client*. Conflicting or deviating terms and conditions of the *Client* are not binding, even if *tolltickets* executes the *Contract* without expressly objecting to them.
- 1.2. These *GTC* shall only apply if the *Client* is an entrepreneur [“*Unternehmer*”] in the meaning of Section 14 German Civil Code (“*Bürgerliches Gesetzbuch*”, *BGB*). An entrepreneur is a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in the exercise of his or its trade, business or profession, whereas a partnership with legal personality is a partnership that has the capacity to acquire rights and to incur liabilities.
- 1.3. *tolltickets* is entitled to amend the *GTC* at any time with effect for the future. *tolltickets* will inform the *Client* about the amended terms and conditions in text form (no signature required, e.g. by email, fax) at least six (6) weeks before the amendments become effective. If the *Client* does not object to the amendments within six (6) weeks of receipt of the notification, the amendments shall be deemed to have been accepted by the *Client*. Should the *Client* object to the amendments, the amendments shall not become part of the *Contract* and the *Contract* shall continue unchanged. *tolltickets* will notify the *Client* about his right to objection and inform the *Client* about the consequences of non-objection. The right of the Parties to terminate the *Contract* remains unaffected.
- 1.4. *tolltickets* is entitled to amend the *SPL* at any time with effect for the future. *tolltickets* will inform the *Client* about the amended terms and conditions in text form (no signature required, e.g. by email, fax) at least six (6) weeks before the amendments become effective. If the *Client* does not object to this amendment within six (6) weeks of receipt of the notification, the amendment shall be deemed to have been accepted by the *Client*. Should the *Client* object to the amendment, the amendment shall not become part of the *Contract* and the *Contract* shall continue unchanged. *tolltickets* will notify the *Client* about his right to objection and inform the *Client* about the consequences of non-objection. The right of the Parties to terminate the *Contract* remains unaffected.

2. TOLL SERVICES

- 2.1. For the provision of *Toll Services* by *tolltickets* these *GTC* apply and by signing the *Client Registration Form* the *Client* is expressly accepting these *GTC* without reserves.
- 2.2. Under the *Contract* *tolltickets* rents and services the *Client* with *OBUs* (see Part B. Specific Regulations for *OBU*). The *OBU* is used to trigger *Transaction Records* generating the *Toll Transaction Records* charged by each *Toll Charger* for the use of a *Toll Domain*. *tolltickets* takes responsibility for the registration of the vehicles with the *Toll Charger*, invoicing and collection of *Tolls* from the *Client* in compliance with the principles determined by the *Toll Charger*. Subject, scope and conditions of the vehicle-related toll payment services provided by *tolltickets* to the *Client* also depend on the respective national requirements regarding the use of the *Toll Domain* (see Part C. Toll Domain Specific Regulations).
- 2.3. The *Client* may select the coverage of *Toll Domains* for the *OBU* depending on the possible *Toll Domain* combinations offered by *tolltickets* in *SPL*. Changes requested by the *Client* will take effect once confirmed by *tolltickets*. *Client* may use *Toll Services* solely for selected *Toll Domain* and solely with vehicles which are registered for the selected *Toll Domain* and for which the *Client* has an activated *OBU*.
- 2.4. Using an *OBU* within a *Toll Domain* and the calculation of *Tolls* are exclusively covered by the relationship between the *Client* and the respective *Toll Charger* and are the sole responsibility of the *Toll Chargers* (see Part C. Toll Domain Specific Regulations). The *Toll* rates and the respective generated *Toll Transactions Records* are defined by each *Toll Charger* in its own discretion or appropriate national authorities in compliance with the regulations in force.

3. APPLICATION AND VEHICLE REGISTRATION

- 3.1. *Client* may subscribe to the *Toll Services* in his capacity of owner, driver, user, lessee or sub-lessee of the vehicle.
- 3.2. *Client* is solely responsible to keep information provided with the *Client Registration Form* or a *Vehicle Registration Form* complete and up to date and remains liable to *tolltickets* and the *Toll Chargers* for

the information provided to *tolltickets*; i.e. justified fines from the *Toll Chargers* imposed in accordance with specific regulations applicable for a *Toll Domain* as determined in Part C. Toll Domain Specific Regulations due to incorrect information by the *Client* are to be covered from the *Client*. *Client* therefore must immediately report *tolltickets* any change in such information in order to allow *tolltickets* to amend the registrations with the *Toll Chargers* and to continue to provide *Toll Services*. For this purpose the *Client* undertakes to comply with any instructions of *tolltickets* and to provide any necessary documents requested by the *Toll Chargers*; as long as the required documents are not complete, *tolltickets* will not further process, in particular vehicles will not be registered with the *Toll Charger*.

Client Application

- 3.3. *Client* subscribes to the *Toll Services* by submitting a *Client Registration Form*, which will be processed by *tolltickets* only in case that the *Client Registration Form* is duly completed, dated, signed on behalf of the *Client*.
- 3.4. *tolltickets* reserves the right not to accept a *Client Registration Form* in case the *Client* fails (i) to comply with the internal credit check, (ii) to provide securities requested by *tolltickets* according to Clause 7 (e.g. bank guarantee, deposit,) or (iii) a previous *Contract* entered into by the *Client* with *tolltickets* or one or more *Toll Chargers* was terminated for fraud or a failure to pay.

Vehicle Registration

- 3.5. For each vehicle the *Client* intends to use *Toll Services*, the *Client* will provide a *Vehicle Registration Form* including the information/documents required for activating the *OBU* and registering of the vehicle/*OBU* in the single *Toll Domains*.
- 3.6. Submitting a *Vehicle Registration Form* the *Client* confirms that the supporting documents are valid order to proceed with the registration of the *Client's* vehicles at the respective *Toll Domains*. *Client* assures the correctness and completeness of the said documents in terms of the applicable regulations and remains personally liable to *tolltickets* and the *Toll Chargers* for the information provided to *tolltickets*.
- 3.7. *tolltickets* reserves the right not to accept *Vehicle Registration Forms* in case the *Client* fails to pay an invoice issued by *tolltickets* within the contractually stipulated payment periods.

4. DURATION AND TERMINATION

- 4.1. The *Contract* will be deemed to enter into force on the date on which *tolltickets* confirms the application of the *Client* as accepted.
- 4.2. The *Contract* may be terminated at any time by either *Party* at their simple discretion, subject to no formality other than compliance with a notice period of two (2) months and the notification of such termination by registered letter with acknowledgement of receipt.
- 4.3. Irrespective of the ordinary notice of termination, *tolltickets* has the right to termination for cause without notice; this in particular in case *Client*:
 - a) uses an *OBU* with fraudulent intent or *tolltickets* has reasonable grounds to suspect such use, whatever the fraudulent use or its cause may be, e.g. *OBU* has been passed to a third party without authorization;
 - b) does not comply with the provisions of Clause 7, despite receiving notice from *tolltickets* that he is overdue;
 - c) is in full or partial delay with a not merely insubstantial payment, despite receiving notice from *tolltickets* that he is overdue for more than five (5) *Working Days*;
 - d) has made incorrect statements about its financial situation, which were of considerable importance for *tolltickets* in its decision to enter into the *Contract*;
 - e) invoices are repeatedly not paid or only paid late due to debit collection protests or credit chargebacks and the *Client* does not provide any other means of payment despite being requested by *tolltickets* to do so, unless the *Client* is not liable for the debit collection protests or credit chargebacks;
 - f) the debit collection authorization or debit booking order is revoked by the *Client* and the *Client* does not provide any other means of payment, despite being requested by *tolltickets* to do so.

4.4. Statutory rights of termination remain unaffected.

5. TOLL TRANSACTION RECORDS

- 5.1. *Toll Transaction Records* will be provided daily and in electronic form, whereas *tolltickets* assumes no responsibility for the completeness of the information provided by the *Toll Chargers*; however, *Toll Transaction Records* will be provided in the form as generated by *tolltickets* or received from the respective *Toll Charger*.
- 5.2. If not stipulated otherwise in Part C [*Toll Domain Specific Regulations*], the *Client* shall not later than within 14 (fourteen) calendar days object *Toll Transaction Records* being not correct or complete, detailing the reason for the objection. If no objection is made within this period, the *Toll Transaction Records* are deemed to have been accepted by the *Client*. With the delivery of the *Toll Transaction Records* *tolltickets* will inform the *Client* of the meaning of this period and the non-objection.
- 5.3. *tolltickets* will examine such objection and respond to it within five (5) *Working Days*. Corrected *Toll Transaction Record* will be taken into account accordingly in the next invoice due from *tolltickets*; in the event of an objection against *Toll Transaction Records* provided by a *Toll Charger*, the correction will be processed after clarification in the procedure agreed therefore between *tolltickets* and the *Toll Charger*.

6. INVOICING AND PAYMENT

- 6.1. Invoices will be sent electronically to the email address specified by *Client* in *Client Registration Form* and will be due and payable within 5 (five) calendar days as of the respective invoice date.

Toll Settlement and Payment

- 6.2. Unless otherwise provided in Part C [*Toll Domain Specific Regulations*] of this *GTC*, by performing a *Transaction* in a *Toll Domain*, *Client* orders *tolltickets* to settle in its own name and behalf the respective *Toll Billing Record* with the *Toll Charger* and to invoice it to the *Client*... With payment of the respective *Toll Billing Record* to *tolltickets*, *Client* will be released from its toll payment obligation to the *Toll Charger*.
- 6.3. *tolltickets* will invoice the *Client* the *Toll Billing Records* 3-times per month, on the 10th, 20th and last day of the month, detailed per *Toll Domain* and per vehicle. The invoice format will be based on the respective specifications of the *Toll Charger* and will also take into account the tax and financial law specifications depending on whether the toll is a fee or a tax.
- 6.4. Invoices will be issued in Euro. *Toll Transactions* invoiced to *tolltickets* in foreign currencies will be converted at the exchange rate in accordance with the EURO reference rate published by the European Central Bank and valid at the date of *tolltickets* is invoicing to *Client*. A surcharge may occur to cover the possible currency exchange costs supported by *tolltickets*.
- 6.5. The invoice does not represent a final settlement of *Client's* account for the invoiced period. *Client* remains liable for all payments corresponding to all its *Toll Billing Records*, notwithstanding any suspension or termination of the *Contract*.

Service Fee

- 6.6. *tolltickets* will invoice the *Client* (a) the service fee for the *Toll Services* as determined in the *SPL* every time *tolltickets* invoices the *Toll Billing Records* (i.e. three times per months) and (b) the fees for rental and servicing of the *OBU* as determined in *SPL* retrospectively for the entire month with the *Toll Billing Records* invoiced on the last day of the month.

Objections

- 6.7. The *Client* must object to the invoice within two (2) weeks from the date of the invoice. If no objection is made within this period, the invoice is deemed to have been accepted by the *Client*. *tolltickets* will inform the *Client* of the meaning of this period and the non-objection with the delivery of each invoice.

Delayed Payments

- 6.8. Compliance with the due dates of all amounts payable is an essential obligation of the *Client* under the *Contract*.
- 6.9. Delayed payments shall be subject to interest in the amount of 9 (nine) percentage points above the base interest rate applied by the German Central Bank (Section 247 BGB), unless the *Client* has provided *tolltickets* a security according to Clause 7. Such interest will continue to accrue on any

outstanding amounts, notwithstanding the termination or expiry of the *Contract* for any reason whatsoever.

- 6.10. In case of the *Client* being in delay with payments for more than 5 (five) business days and the *Client* having not provided a security according to Clause 7, *tolltickets* reserves the right to temporarily deactivate the *OBU*. If the outstanding sums are settled and provided security is replenished by the *Client* *tolltickets* will reactivate the *OBU*. *Client* remains liable for the payment of (i) *Toll Billing Records* as well as for any fines issued from the *Toll Charger* resulting from the use of an deactivated *OBU* and (ii) the fees for rental and servicing of the *OBU* (clause 5.2.b)).
- 6.11. Any delay in payment automatically renders the *Client* liable to pay a fixed sum of €40 for recovery fees.. Additional compensation may be claimed, with supporting evidence, if the recovery fees incurred are higher than this fixed sum. The *Client* remains entitled to prove that *tolltickets* has not incurred any damage at all or that such damage is substantially less than the fixed sum.

Fines and Penalties

- 6.12. Fines and other financial penalties due to offences committed by the *Client* in a *Toll Domain* must be paid to the *Toll Charger* directly by the *Client*, not through *tolltickets*.

7. SECURITY

- 7.1. If requested by *tolltickets* under clause 3.4., *Client* shall secure its payment obligations by a Security Deposit in the amount of one and a half times the monthly gross turnover, the monthly gross turnover being calculated as an average of the respective turnover in the previous 3 (three) months. The deposit shall be adjusted at the end of each third month period. In the event that the average turnover of the respective previous 3 (three) months exceeds the Security Deposit provided by the *Client* during a three months period by more than 10%, the *Client*, upon notification of *tolltickets*, undertakes to make a corresponding adjustment payment to the bank account of *tolltickets* within 7 (seven) *Working Days* as of notification thereof by *tolltickets*. In the event that the average turnover of the respective previous 3 (three) months is lower than the Security Deposit provided by the *Client* during a three months period by more than 10%, *tolltickets*, upon notification of the *Client*, undertakes to make a corresponding adjustment. The initial amount for the Security Deposit will be determined by *tolltickets* based on the *Client*'s expected turnover. The Security Deposit shall be paid by the *Client* in Euro (EUR) directly to *tolltickets*' dedicated bank account. *tolltickets* will separately deposit the Security Deposit in the *Client*'s name at standard market rates in Germany.
- 7.2. *tolltickets* and the *Client* might agree to substitute the Security Deposit by a guarantee in form of an unconditional irrevocable bank guarantee or an insurance company guarantee in Euro (EUR), having a minimum duration of 13 (thirteen) months. In the event that the average turnover of the respective previous 3 (three) months increases by more than 10%, the *Client* undertakes, upon notification of *tolltickets*, to provide within 14 (fourteen) calendar days a replacing guarantee under the same terms and conditions and covering an accordingly amended amount. In case the *Client* fails to provide a renewing/replacing guarantee in terms of this clause 7.2., *tolltickets* shall be entitled in its own discretion to either terminate the *Contract* or draw the guarantee for the purpose of creating a Security Deposit in terms of clause 7.1.
- 7.3. *tolltickets* may use the security provided by the *Client* according to clauses 7.1 and 7.2 for the settlement of payment claims in case the *Client* is in delay with payments. *tolltickets* will inform the *Client* of such usage of the security. In this case, the *Client* is obliged to immediately replenish the security.
- 7.4. *tolltickets* will release security once all payment obligations out of the *Contract* are finally settled.

8. LIABILITY

- 8.1. For any failure to comply with its obligations under and/or in connection with the *Contract*, the failing *Party* shall compensate the other *Party* according to these *GTC* and/or statutory law.
- 8.2. *tolltickets* agrees to exercise the utmost care and to apply all the necessary diligence with respect to all provisions of the *Toll Service*.
- 8.3. In the event of intent or gross negligence on the part of *tolltickets* or on the part of *tolltickets*' representatives or vicarious agents [“*Erfüllungsgehilfen*“], *tolltickets* is liable in accordance with the statutory provisions; the same applies in the event of culpable breach of material contractual obligations, i.e. obligations the fulfilment of which is essential to the proper performance of the

contract and on the observance of which the *Client* regularly relies and may rely [*"Kardinalpflichten"*]. In the absence of an intentional or grossly negligent breach of contract, *tolltickets'* liability for damages is limited to the foreseeable, typically occurring damage.

- 8.4. *tolltickets'* liability for culpable injury to life, body or health, for the assumption of a guarantee, for fraudulently concealed defects and liability under the Product Liability Act (*"Produkthaftungsgesetz"*) remains unaffected.
- 8.5. *tolltickets* will unlimitedly reimburse the *Client* for any *Toll Charger's* claims (i.e. fines) incurred by the *Client* resulting from any misconduct of the *OBU* which is not caused by an incorrect use of the *OBU* by the *Client* (i.e. *OBU* installed in another vehicle with a different license plate, number of axles not set correctly, *OBU* powered-off and is therefore not working anymore, etc.).
- 8.6. *tolltickets* may not be held liable for the adverse or prejudicial consequences of any event of any factual or legal circumstances or constrains, including measures imposed by a government in either its sovereign or contractual capacity, prohibiting or rendering it impossible for *tolltickets* to perform one or more of its contractual duties (*Force Majeure*), if *tolltickets* proves that (i) the impediment is beyond its reasonable control; and (ii) it was not reasonably foreseeable at the time the *Contract* was made; and (iii) the effects of the impediment could not reasonably have been avoided or overcome by *tolltickets* and provided that *tolltickets* notifies the *Client* without undue delay. If the notification is not made immediately, the exemption from liability shall take effect from the time when the notification reaches the *Client*. If the effect of the alleged impediment or event is temporary, the consequences set out in this Clause 8.6. shall apply only for as long as the alleged impediment prevents the performance of the *Contract* by *tolltickets*.
- 8.7. Unless expressly regulated otherwise above, *tolltickets'* liability is excluded.

9. DATA PROTECTION

- 9.1. Providing *Toll Services*, *tolltickets* will process data of the *Client* exclusively in accordance with the applicable provisions of data protection law. This also includes, subject to the permissibility of data protection law, the processing and/or transmission of data to third parties (i.e. *Toll Charger*) who act within the framework of the applicable provisions.
- 9.2. Regarding the data processing and data protection by the *Toll Charger(s)* the *Toll Charger(s)* information apply.
- 9.3. The *Client* acknowledges and approves that personal data collected by *tolltickets* in the course of its provision of the *Toll Service* may be transmitted to the inspection authority of the *Toll Chargers* when requested on the basis of fraud or malfunctions contributing to the total or partial failure to pay the toll, or in the context of random checks.

10. GOVERNING LAW - DISPUTES

- 10.1. This Agreement shall be governed by the material laws of the Federal Republic of Germany under exclusion of the UN-Sales-Convention.
- 10.2. Traunstein, Germany shall be the exclusive place of jurisdiction for all disputes arising between the *Parties* from or in connection with the *Contract* if (i.) the *Client* is a merchant, a legal entity under public law or a special fund under public law with registered offices in the territory of the Federal Republic of Germany, (ii.) the *Client* is domiciled outside the territory of the Federal Republic of Germany.

11. MISCELLANEOUS

- 11.1. Communication. Communication other than for conclusion or termination of the *Contract* shall be made electronically via Email or other communication platform(s) made available by *tolltickets*, unless otherwise specified in the *GTC*.
- 11.2. Severability. If any provision of the *Contract* is or becomes invalid, illegal or unenforceable in any respect, the other provisions will remain unchanged and will continue to apply as if the *Contract* no longer contained the invalid or inapplicable provisions.
- 11.3. Waivers. The fact that one of the *parties* does not invoke a breach by the other *party* of any of its obligations may not be interpreted as a waiver for the future of the right to rely on the obligation in question.

- 11.4. Entirety. The *Contract* contains the entire agreement in relation to the obligations of the *Parties* as far as its purpose is concerned.
- 11.5. Language. The language of the *Contract* is English.

B. SPECIFIC REGULATIONS FOR OBU

1. GENERAL

- 1.1.** The *OBU* remains the property of *tolltickets* or of the respective *Toll Charger* and is made available to the *Client* against payment of the rental fee as determined in the *SPL*.
- 1.2.** *tolltickets* delivers *OBU* to (i) *Clients* within the European Union to the place of business specified by the *Client* in the *Client Application Form* (ii) other *Clients* to a pick-up station within the European Union aligned with the *Client*.
- 1.3.** If a delivery to *Clients* within the European Union was not possible due to the fact that the address of the *Client* was incorrect/fault, or the *Client* was not present at the delivery address stated in the *Registration Form*, the *Client* bears eventual costs for the failed delivery as well as for return and new shipment, unless the *Client* is not responsible for the incorrect/fault address and/or his absence at the delivery address.
- 1.4.** Information concerning the technical status of the *OBU* is only available for 3 (three) months from the date of the journey. Any request to receive this information must be submitted not later than 20 (twenty) *Working Days* before the expiry of this period. Failing this, the request will not be processed.

2. USE OF OBU

- 2.1.** The *Client* shall keep and treat the *OBU* with due care and use it solely in line with the user manual. The *Client* is responsible to use an *OBU* solely in the vehicle it is registered for. Changes of license plate number, or vehicle data (i.e. emission class) must be immediately reported to *tolltickets*. The *Client* will be liable for justified penalties or sanctions specified by the *Toll Chargers* for this reason.
- 2.2.** *Client* must not sell or otherwise dispose the *OBU*. Use of *OBU* by others than the *Client* or persons acting in the name and on behalf of the *Client* is prohibited. *Client* is liable for breaches of duties of care by persons to whom the *Client* has passed on the *OBU*.
- 2.3.** The consequences of inadmissible transfers of *OBU* shall be borne by the *Client*.
- 2.4.** The unauthorized use of an *OBU* can be prosecuted as fraud or as credit card misuse pursuant to respective national jurisdiction of the country the *OBU* is used for and may be punishable by imprisonment or cash fine.
- 2.5.** *tolltickets* reserves the right to deactivate or block an *OBU* in case *tolltickets* is reasonably suspecting an *OBU* to be misused notwithstanding the right to termination for cause.
- 2.6.** After expiry/termination of the *Contract*, further use of *OBUs* is prohibited and *OBUs* (and pertaining accessory materials) have to be returned to *tolltickets* immediately at the expense of the *Client*. *Client* bears the risk of accidental loss until the *OBU* is handed over at the registered office of *tolltickets*. The *Client* has no right of retention or similar regarding the *OBU*.
- 2.7.** *OBUs* are packed in special mailing bags for shipment. *Client* shall keep these mailing bags and reuse them for returning on an *OBU*.

3. ACCESS TO OBU

- 3.1.** *tolltickets* will provide the *Client* with an operational *OBU* and maintain the *OBU* in operational condition. For the purpose of remote maintenance of *OBU* (i.e. for installing of new or activating of additional *Toll Domains*, software updates) the *Client* undertakes not to prevent *tolltickets* to have access to the *OBU* (by i.e. shielding or switching off the *OBU*) unless the prevention is only temporary and for justified reasons and *tolltickets* shall not be responsible for any malfunction of the *OBU* if the *Client* fails to comply with this obligation.
- 3.2.** *tolltickets* will deactivate the *OBU* (a) automatically upon expiry/termination of the *Contract* or (b) without previous order of the *Client*, for all or specific *Toll Domains* in case (i) *tolltickets* so has to comply with its contractual obligations towards the respective *Toll Charger(s)*, (ii) the *Client* repeatedly or continuously fails to comply with the provisions applicable to the use of a *Toll Domain*. In the event of lit (b), the *Client* remains responsible for paying rental fee under clause 1.1. above, if the deactivation is due to a circumstance or event the *Client* is responsible for.
- 3.3.** *Tolltickets* will immediately block an *OBU* in case it (i) has been reported as stolen, lost or is otherwise misplaced under clause 4.2. (ii) has been inadmissibly transferred, or (iii) will not be returned by the *Client* within 21 calendar days after expiry/termination of the *Contract*. For blocking an *OBU*, *tolltickets*

will charge a blocking fee according to the *SPL*. Blocked *OBUs* cannot be used anymore; for a blocked *OBU* the *Client* is released from payment of the rental fee under clause 1.1. above.

4. REPORTING AND REPLACEMENT

- 4.1.** Any defective *OBU* must be immediately reported by the *Client* to *tolltickets* and shipped back at the instruction and at costs of *tolltickets*.
- 4.2.** Any *OBU* that is stolen, lost or is otherwise misplaced, must immediately after discovery be reported by the *Client* to *tolltickets*. Under the conditions specified in Clause 4.4. the *Client* is liable for all damages caused by misuse of the *OBU* until the blocking is activated. In case of theft, a police report (copy of the notification to the police) must also be submitted to *tolltickets*.
- 4.3.** For *OBUs* to be blocked in terms of clause 4.2. and provided not otherwise stipulated for a *Toll Domain* in Part C: *tolltickets* shall take all necessary measures to ensure the *OBU* is blocked as soon as possible, but relies on the cooperation of the respective *Toll Chargers* to block the *OBU*. In general, the block of the *OBU* will take effect as follows: if *tolltickets* receives the information about the *OBU* to be blocked
 - a) by 08:00 a.m.: blocking will take effect at the *Toll Charger* no later than the next *Working Day* (0+1) at 08:00 a.m. (local time at *Toll Charger*);
 - b) after 08:00 a.m.: blocking will take effect at the *Toll Charger* no later than the *Working Day* after next (0+2) at 08:00 a.m. (local time at *Toll Charger*).The *Client* shall be released from any liability for the use of the *OBU* after the blocking of the *OBU* has actually been effected or should have been effected.
- 4.4.** *Client* is liable for damage or misuse of the *OBU*, unless the *Client* and/or the entitled user have taken all reasonable precautions against use in breach of *Contract* or against product misuse and whereby the onus of proof for such reasonable precautions is on the *Client*. The *Client* has not taken all reasonable precautions if (i) the *OBU* was not stored carefully, or (ii) the *OBU* was passed on to third parties or subcontractors without authorization. *Client* shall also be responsible for damages caused by the failure to forward the report of theft or loss in line with Part B Clause 4.2.
- 4.5.** If required by the *Client* *tolltickets* will replace a returned *OBU* in short time. *tolltickets* is entitled to charge the *Client* the replacing *OBU* according to *SPL* in case the returned *OBU* is defective due to mechanical impact and/or a handling mistake by the *Client* or of persons to whom the *Client* has passed on the *OBU* (e.g. *OBU* dropped, poured over with liquids, damaged by flames, smashed housing/display, etc.), unless the *Client* is not responsible for the mechanical impact and/or a handling mistake. The *Client* remains entitled to prove that *tolltickets* has not incurred any damage at all or that such damage is substantially less than the fee stated in *SPL*.

C. TOLL DOMAIN SPECIFIC REGULATIONS

1. TOLL CHARGER TERMS AND CONDITIONS

- 1.1.** While using the *Toll Services* in the specific *Toll Domain*, *Client* acknowledges the applicable rules and regulations. *Client* (i) is responsible for the actual user to be familiar with and (ii) remains solely liable towards to *Toll Charger* and can be made liable for the compliance with the rules and regulations. *Client* shall be liable towards *tolltickets* for justified *Toll Charger's* claims (i.e. fines) incurred by *tolltickets* resulting from any non-compliance with these rules and regulations, unless the *Client* is not responsible for the non-compliance. *Client* shall be responsible for compliance by its vicarious agents ["Erfüllungsgehilfen"] according to statutory provisions.
- 1.2.** For the actual roads covered by a *Toll Domain* as well as the actual rules and regulations applicable for the use of the *Toll Domain* see: <https://www.tolltickets.com/en/EETS-GTC>
- 1.3.** The *Client* acknowledges that a *Toll Charger*, may request an individual registration for each *OBU* prior to *Client* using toll road of the respective *Toll Domain*.
- 1.4.** The *Client* acknowledges that each *Toll Charger* has the right to conduct controls in connection with use of the *OBU*.
- 1.5.** The use of a single *OBU* by more than one vehicle is prohibited. Any such fraudulent use will result in the implementation of the measures stipulated by the *Toll Charger* or competent national authorities in the event of proven fraud.
- 1.6.** The *Client* is responsible for the accuracy of the data stored in the *OBU*, in particular to check, and if necessary to manually complete into the *OBU*, the weight category and the number of axles category of the tractor/ trailer before making any journey on the networks concerned (see User Guide). In the event of inaccuracy, the *Client* will be liable for the penal or financial consequences.
- 1.7.** In certain *Toll Domains* the *Toll Charger* may identify the *Client* by reading the vehicle's number plate in the absence of a connection with the *OBU*.
- 1.8.** The *Client* shall inform *tolltickets* as soon as the *Client* is aware of any event that could directly or

indirectly affect the provision of *Toll Services* within a *Toll Domain*.

- 1.9.** An event of malfunction, theft, loss or destruction of an OBU does not release the Client from the obligation to pay the Toll in accordance with specific regulations applicable for a *Toll Domain*. In such event *Client* shall follow the procedure stipulated in *tolltickets'* emergency procedure available under <https://www.tolltickets.com/en/EETS-GTC> and/or the operating rules of the Toll Charger and use alternatives provided by the Toll Charger i.e. manual toll declaration and payment. Any non-compliance of Client with the regulations of this clause 1.10. shall be solely at the expense and risk of the *Client*, without prejudice to *tolltickets'* right to claim compensation for any damage it may suffer as a result of such non-compliance.

2. REGULATIONS FOR BELGIUM

- 2.1.** In Flanders and in the Brussels-Capital Region, the Kilometre Charge is a tax. In Wallonia, it is a fee subject to VAT since the roads are managed by the private company Sofico. Using the *Belgian Toll Domain in Flanders and in the Brussels-Capital Region*, *Client* is obliged in respect to the information provided to *tolltickets*, to comply with the obligations incumbent upon *Client* as taxpayer in Belgium.
- 2.2.** *Transaction Records* generated by *Client* are to be settled by *tolltickets* for the *Belgian Toll Domain*. By performing a *Transaction* in the *Belgian Toll Domain*, the *Client* instructs *tolltickets* to settle the respective *Toll Transaction Record* at the *Toll Chargers*. *Toll Billing Records* for Belgium will be provided by *tolltickets* in form of a "Toll Statement" for Flanders and the Brussels-Capital Region and in form of an "Invoice" for Wallonia. Both documents are issued in the name and on behalf of the *Belgian Toll Chargers*. With payment to *tolltickets*, *Client* will be released from its public law toll payment obligation to the *Toll Charger*.

3. REGULATIONS FOR AUSTRIA

- 3.1.** In case of an inspection of the vehicle by competent Austrian authorities the actual operator or driver of the vehicle which is equipped with the *OBU* must be to present the vehicle declaration supplied by *tolltickets* in paper form. This document, which must be checked for accuracy under the sole responsibility of the End Customer, must contain:
- The HGV's registration number (licence plate number) and country of registration;
 - The *OBU*'s PAN and *OBU* ID;
 - The *OBU* ID as bar code;
 - The Euro emission class;
 - The designation of *tolltickets* as EETS Provider.
- Compliance of the vehicle's declaration with ASFINAG's requirements requires consistency in the declaration between the vehicle's registration number, country of registration, Euro class and the *OBU*'s PAN and serial number; the *End Customer* must carefully check this consistency and take full responsibility for the absence of a vehicle declaration or any errors in the declaration.
- 3.2.** Retroactive-payment of the toll for a transaction that was not performed by *Client* is in principle possible at GO points of sale and to toll enforcement officers in Austria with the locally accepted means of payment, but not via the payment means used within the EETS context. Retroactive-payment must take place in accordance with the requirements specified in the Tolling Regulations. In event of use of an insufficient category or incorrect emission class, it is also possible to make retroactive payments according to the requirements specified in the Tolling Regulations.
- 3.3.** *Client* has to raise objections regarding *Transaction Records* within 36 hours from receiving the respective information in the *Toll Transaction Records*.

4. REGULATIONS FOR BULGARIA

- 4.1.** Toll is construed as a state fee (without VAT). While *Client* therefore remains liable to the *Toll Charger* for payment of the toll, *tolltickets* is assigned with collection of *Toll Transaction Records* generated by the *Client*. *Toll Billing Records* will be provided by *tolltickets* in form of a "Debit Note" on behalf of the *Toll Charger*, which forms no fiscal invoice. *Debit Notes* will show toll in Euro and Bulgarian Lewa; exchange rate in accordance with the EURO reference rate published by the European Central Bank and valid at the date of the *Debit Note*. *Client* shall pay the toll shown in the in Euro to *tolltickets*.

5. REGULATIONS FOR GERMANY

- 5.1.** Toll is construed as a public law obligation of *Client*. Using the *German Toll Domain*, *Client* is obliged in respect to the information provided to *tolltickets*, to comply with the obligations incumbent upon *Client* as taxpayer in Germany.
- 5.2.** *Transaction Records* generated by *Client* are to be settled by *tolltickets* for the *German Toll Domain*. By performing a *Transaction* in the *German Toll Domain* the *Client* instructs *tolltickets* to settle the respective *Toll Transaction Record* at the *Toll Charger*. *Toll Billing Records* for Germany will be provided by *tolltickets* in form of a "Toll Statement" ("Mautaufstellung") on behalf of the *Toll Charger*. *Tolltickets*,

in its name and on its behalf, will invoice to *Client* the *Toll Transaction Record* to be settled by *tolltickets* at the *Toll Charger* as indicated in the *Toll Statement*. With payment to *tolltickets*, *Client* will be released from its public law toll payment obligation to the *Toll Charger*.

6. REGULATIONS FOR HUNGARY

6.1. *tolltickets* registers *Client*'s vehicles with *tolltickets*' payment accounts in the *Toll Domain*, and ensures that sufficient funds are available on those accounts at all times. By *Client* performing an *Transaction*, *tolltickets* sells the *Transaction Record* to *Client*.

7. REGULATIONS FOR PORTUGAL

7.1. Statements required by a *Client* applying at the *Toll Charger* for the benefits from the Modulation Regime permitted by Portuguese law, will be provided by *tolltickets* upon *Client*'s request.

8. REGULATIONS FOR SPAIN

- 8.1.** Amending Part B. clause 4.1 lit a) and b): if *tolltickets* receives the information about the *OBU* to be blocked
- a) by 08:00 a.m.: blocking will take effect at the *Toll Charger* no later than the *Working Day* after next (0+2) at 18:00 p.m. (local time at *Toll Charger*);
 - b) after 08:00 a.m.: blocking will take effect at the *Toll Charger* no later than the *Working Day* following after next (0+3) at 18:00 p.m. (local time at *Toll Charger*).
- 8.2.** *Client* shall raise objections against *Transaction Records* not later than forty-five (45) calendar days after receiving the respective *Toll Billing Records* from *tolltickets*.

9. REGULATIONS OF SPECIAL TOLL ROADS

- 9.1.** Compliance of the vehicle's declaration with the *Toll Charger* requirements requires consistency in the declaration between the vehicle's registration number, country of registration, Euro class and the *OBU*'s PAN and serial number; the *End Customer* must carefully check this consistency and take full responsibility for the absence of a vehicle declaration or any errors in the declaration.
- 9.2.** In case of electronic payment failures the *End Customer* shall pay manually in accordance with the requirements specified in the Tolling Regulations.
- 9.3.** *End Customer* has to raise objections regarding *Transaction Records* within 36 hours from receiving the respective information.