

General Terms and Conditions of Toll4Europe (entrepreneur as end customer)

Use of the Toll Services provided by Toll4Europe

*This is a non-binding translation.
Only the German Version of the General Terms and Conditions
is binding for all customers.*

1 Scope and Amendments

1.1 These General Terms and Conditions apply between the Toll4Europe GmbH (below T4E) and the Customers for the usage of roads and sections that are subject to toll.

1.2 These General Terms and Conditions apply for the business relationships between T4E and companies subject to toll (in the meaning of Sec. 14 [German] Civil Code (BGB), legal entities under public law or separate funds under public law in the meaning of German law or comparable commercial customers and institutions outside the territory where German law applies (below "Customers").

1.3 The General Terms and Conditions of T4E shall apply exclusively; General Terms and Conditions of Customers shall not apply even without express contradiction by T4E.

1.4 Customers will be notified of amendments of these General Terms and Conditions. The information shall be transferred in writing or by electronic means (email and others). Amendments of these Terms and Conditions shall be considered approved if Customer does not notify T4E of their contradiction in writing or by electronic means. Customer shall specifically be notified of this consequence when being informed of an amendment. The contradiction must be received by T4E within six weeks after T4E notified Customer of the amendment.

2 Usage of the Toll Charging System

2.1 The Toll Charging System of T4E is used by means of on-board units (below "OBU") which determine the section-related toll. More information on the European Electronic Toll Service (EETS) and the road network of T4E is provided at www.toll4europe.eu/en.

2.2 For providing the above-mentioned services T4E collaborates with so-called Sales Partners who are responsible for technical support and other customer services within the framework of operating the OBU. The Sales Partners usually are also Customer's contractual toll service providers ensuring that Customer is registered with T4E and providing Customer with the OBU.

2.3 In case Customer does not have direct business relationships with the Sales Partners, the stipulations under 2.2, 4.2, 8, and 10.4 below shall apply accordingly for Customer's contractual toll service providers who are responsible for Customer's registration with T4E via the Sales Partners connected with T4E. In all other respects the regulations regarding the Sales Partners are not affected.

3 Toll Charging, Customer's Payment Obligations

3.1 For each usage of roads and sections of its toll charging system T4E charges in its own name vis-à-vis Customer the toll or an amount equivalent to the toll whose nominal value is equal to the due toll plus the legal sales tax applicable in the respective Toll Domain and invoices it to

Customer. The amount of toll due depends on the regulations of the respective TCH and the national legal regulations valid at the respective time as well as the prices shown at the local toll stations.

3.2 T4E's claim vis-à-vis Customer for payment of the toll or an amount equal to the toll is based either

- a. on T4E acquiring with each usage of the toll charging system by Customer the right from the respective TCH, via intermediate third parties, if applicable, to use the roads and sections within the Toll Domain that are subject to toll and sells or assigns this right to Customer, or
- b. on T4E being entitled as service commission agent to claim the toll in its own name vis-à-vis Customer within the framework of providing the services for the TCH.

3.3 T4E sells and assigns the claim in the amount of the toll vis-à-vis Customer in accordance with no. 3.1. above to the Sales Partner who is responsible for collecting the payments to be made by Customer and for the related modalities even if the invoices are issued by T4E (see no. 5).

4 Special Provisions for Toll Payment and Customer's Payment Obligations in the Individual Toll Domains

Deviating from no. 3 the following special terms apply for the Toll Domains of Germany, Belgium, Switzerland, and Bulgaria as well as in all other Toll Domains listed under

<http://www.toll4europe.eu/en/customer-information>.

4.1 With each usage of the Toll Charging System Customer orders T4E to transfer the due Toll to the respective Toll Charger (TCH). Determining the amount of toll, controlling the payment of toll and subsequent charging of toll are not subject to these Terms and Conditions, but subject to the regulations of the respective TCH and the corresponding national regulations.

4.2 T4E pays the toll to the respective Toll Charger for Customer on Customer's behalf. Customer shall cover the advance payment claims (§ 669 BGB (German Civil Code)) or claims to compensation of expenses (§ 670 BGB). Responsibility for collecting the payments to be made by Customer and the related modalities lies with the Sales Partner who is also entitled to demand that Customer makes the advance payment in accordance with Sec. 669 BGB.

5 Invoicing, Documents

T4E shall issue toll lists, proofs for single trips and invoices for the usage of the toll roads and sections that are subject to toll (below "Documents") to Customer and makes them available in electronic form (if applicable). Customer declares his express consent with electronic billing. The

Documents may be provided via the Sales Partner or the contractual toll service provider in the meaning of nos. 2.2 and 2.3. Customer expressly agrees that the Documents shall be sent to Sales Partner or the contractual toll service provider. Customer shall be entitled to claim that T4E sends Documents directly to Customer only if the sending of Documents by Sales Partner is excluded for technical or legal reasons.

6 Data Protection

6.1 For the purposes of toll charging T4E collects and processes personal data within the scope of these General Terms and Conditions as responsible party in the meaning of Art. 4 no. 7 EU General Data Protection Regulation 2016/679 (below "GDPR"). T4E provides further comprehensive information regarding data protection, in particular on the legal basis and the rights of concerned parties at www.toll4europe.eu/en/privacy-policy.

6.2 Since T4E collaborates with a Sales Partner for providing the toll services a partial disclosure of the collected data to this Sales Partner is necessary.

6.3 In some Toll Domains where the toll is determined or charged on the basis of the so-called "Dedicated Short Range Communication Technology" (upon request T4E will provide more details for Customer), T4E is connected with the respective TCH via a so-called service provider. In exceptional cases personally identifiable information may be transmitted also to the service provider for control and punishment purposes. T4E points out that the Sales Partners and the service providers process the data as independently responsible parties in the meaning of Art. 4 no. 7 GDPR.

6.4 Regardless of the information on data protection to be provided to Customers T4E may also have duties of information on data protection in accordance with Art. 13 ff. GDPR vis-à-vis persons working for Customers (e.g. employees) who drive the vehicles equipped with the on-board units (OBUs) (below "Drivers"). Since T4E does not know the names of the individual Drivers, Customer undertakes to ensure that the Drivers are given the data protection information enclosed with these Terms and Conditions so that T4E fulfils its duty of information.

7 Liability

7.1 T4E is liable for damage suffered by Customer in accordance with the legal regulations provided that the damage is due to intent or gross negligence by T4E or T4E's representatives or vicarious agents. In all other cases liability for damages is limited to the predictable typically occurring damage.

7.2 In case the damage is due to simple negligence by T4E or T4E's representatives or vicarious agents, T4E shall be liable only for violation of essential contractual obligations. In these cases liability for damages is limited to the predictable typically occurring damage.

7.3 Liability for culpable injury of life, body, health, or on the basis of a warranty shall not be affected; this shall also apply for mandatory liability in accordance with the Product Liability Act.

8 Complaints and Claims for Reimbursement

Customer shall direct complaints and claims for reimbursement to Sales Partner.

9 Setoff, Retention, Transfer of Rights, and Duties vis-a-vis Third Parties

9.1 Customer shall be entitled to setoff claims versus receivables owed to T4E only if the claims are undisputed or were recognized by declaratory judgment or if they are mutual claims in the meaning of Sec. 320 BGB in relation to the claims raised by T4E.

9.2 Customer shall be entitled to claim a right of retention only to the extent to which the counterclaim on which Customer bases its right of retention was recognized by declaratory judgement. A right of retention cannot be claimed on the basis of claims for paid toll and claims for payment of toll.

9.3 Customer shall be entitled to transfer rights and duties from the business relationship between Customer and T4E to third parties only with T4E's prior written consent.

10 Cancellation, Termination of the Usage Relationship

10.1 T4E shall be entitled to terminate the usage relationship for cause without notice. A cause exists in particular, if

- there are grounds related to Customer to suspect that the OBU or other parts of the toll charging system were manipulated or abused;
- the business relationship between T4E and the Sales Partner does not exist anymore through which Customer has registered for usage of the toll charging systems.

10.2 The cancellation must be made in writing.

10.3 In case T4E has cancelled the business relationship for cause, a new business relationship can be established only provided that the causes that led to the cancellation do not exist anymore.

10.4 In any case the existing contractual relationship shall end automatically and without declaration when the business relationship between Customer and the respective Sales Partner ends.

11 Blocking of Customer or of individual OBUs

T4E shall be entitled to block Customer or individual or several OBUs of Customer temporarily or permanently

- if T4E is entitled to extraordinary cancellation in accordance with 10.1.;
- if and to the extent to which relevant European or national legislation or a contract with a TCH on the toll services offered by T4E require or permit a block or if the TCH orders such a block;
- if and to the extent to which T4E detects a fault in an OBU that T4E cannot rectify by means of remote maintenance and that will impair the correct functioning of the OBU; this applies mutatis mutandis if an OBU detects its inability to function properly in the course of a self-diagnosis and blocks itself;
- if T4E loses its registration as EETS provider or if the license contract or all of the license contracts (if there is more than one in a country) terminate(s) for the Toll Domain of Germany or for the Toll Domain of Belgium or in at least two other Toll Domains expire, and T4E no longer offers toll services in these Toll Domains for this reason;
- if customer and vehicle data and fee-determining features which are necessary for registering Customer and Customer's vehicles with the respective Toll Chargers and for charging the toll were transmitted to T4E with faults to a considerable extent or repeatedly and T4E's license as toll service provider was thus endangered and the relevant Sales Partner for the respective Toll Domain was blocked; in this case the blocking of Customer is restricted to the corresponding Toll Domain;
- if the opening of insolvency proceedings or composition proceedings into the assets of Sales Partner is applied for.
- if the Sales Partner does not fulfil its obligations to transfer the toll payments made by Customer and to pay any other fees to T4E at the due date or place or in the agreed currency, unless the failure to pay is due to administrative or technical errors and payment is made within three bank business days;

and

- if the Sales Partner refuses to grant access, review and control rights of TCHs or T4E agreed in, or the inspection results make it unreasonable for T4E to continue the contractual relationship.

12 Applicable Law, Jurisdiction, Language of Correspondence

12.1 For the business relationship including its establishment between T4E and Customer applies the substantive law of the Federal Republic of Germany with exclusion of the UN Sales Convention.

12.2 The exclusive legal venue for disputes under civil law shall be Munich.

12.3 Written statements, notifications or announcements of Customer to T4E shall be relevant only if they are made in the German, French or English language. This shall not affect the right of T4E to use another language in communicating with Customer provided that this language is an official language at the seat of Customer.