

GENERAL TERMS AND CONDITIONS

version 23.04.2024

I GENERAL

1 COMPONENTS AND SCOPE

- 1.1. These General Terms and Conditions (GTC) apply to all contracts concluded between tolltickets GmbH (*tolltickets*) and the customer (m/f/d, hereinafter referred to uniformly as the *customer* for reasons of readability) via the web store <https://www.tolltickets.com/> (*web store*) and which have as their subject matter the purchase of vignettes or stickers (hereinafter jointly referred to as *vignettes*) or the commissioning of *tolltickets* with the facilitation of the cashless payment of *tolls* (see definition Part III. Item 3.1. of the GTC, hereinafter jointly referred to as *toll services*) .
- 1.2. The GTC consist of five parts:
 - a) General (Part I. of the GTC) and General Terms and Conditions for the Purchase of Vignettes and the Use of Toll Services (Part II. of the GTC), which apply to all contracts regardless of their subject matter;
 - b) Special Terms and Conditions for the Purchase of Vignettes (Part III. of the GTC);
 - c) Special Terms and Conditions for the Use of Toll Services (Part IV. of the GTC);
 - d) Special Provisions (Part V. of the GTC).
- 1.3. Deviating, conflicting or supplementary terms and conditions of the *customer* will not apply even if *tolltickets* does not explicitly object to their validity.

2 ABOUT TOLLTICKETS

is the contractual partner of the *customer*:

tolltickets GmbH
Kaiserstrasse 28
83022 Rosenheim

+49803194144-0
office@tolltickets.com
Web: <https://www.tolltickets.com/>

3 CONCEPT OF CONSUMER AND ENTREPRENEUR

Some provisions of the GTC apply to the *customer* only if he is a consumer within the meaning of § 13 BGB or an entrepreneur within the meaning of § 14 BGB. The *customer* is a consumer as defined by § 13 of the German Civil Code (BGB) if he/she enters into the contract with *tolltickets* for a purpose that can predominantly be attributed neither to his/her commercial nor to his/her independent professional activity. The customer is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB) if he or she is a natural or legal person or a partnership with legal capacity who is acting in the exercise of

his or her commercial or independent professional activity when concluding the legal transaction. *tolltickets* expressly points out the limited applicability in the respective individual case.

4. PROVISION OF THE GTC

The GTC can be displayed and saved as a PDF at <https://www.tolltickets.com/>. The *customer* is also entitled to print.

5. CONTRACT LANGUAGE

Contract language is English.

6. VALIDITY, CHANGES

6.1. The version of the GTC valid at the time of conclusion of the contract shall apply to the purchase of *vignettes* or the use of *toll services* .

6.2. *tolltickets* reserves the right to amend these General Terms and Conditions with effect for the future for contracts already concluded for *toll services*, provided that essential provisions of the contractual relationship (in particular the type and scope of the reciprocal services, term, termination) are not covered. This right to amend only exists if, as a result of unforeseeable changes that are neither caused by nor under the control of *tolltickets*, the relationship of equivalence existing at the time of the conclusion of the contract is disturbed to a not insignificant extent, or if, as a result of a change in the law or a declaration of the invalidity of general terms and conditions of business by the courts, a gap in the provisions has arisen after the conclusion of the contract and this gap gives rise to difficulties in the performance of the contract that can only be remedied by amending the GTC. *tolltickets* will inform the *customer* of the amended terms and conditions in text form (e.g., by e-mail or fax without signature) at least six (6) weeks before the amendments come into force. If the *customer* does not object to the changes within six (6) weeks after receipt of the notification, the changes will be deemed accepted by the *customer*. If the *customer objects to the changes*, the changes will not become part of the contract and the contract will remain unchanged. *tolltickets* will inform the *customer* of his right to object and of the consequences of failing to object. The right of the parties to terminate the contract remains unaffected.

I. GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF VIGNETTES AND THE USE OF TOLL SERVICES

1. REGISTRATION

1.1. Ordering *vignettes* and *toll services* requires registration and the creation of a customer account in the *webshop* (*customer account*). *tolltickets* prompts the *customer* to do this before placing his first order.

1.2. A mandatory prerequisite for registration is that the customer must

- a) be a natural person with unlimited legal capacity who has reached the age of 18, or
- b) be a legal entity.

1.3. Mandatory data is required for registration, which is requested during registration (*contract data*). The customer can check the *contract data* before it is stored and change it in the input fields if necessary. The *customer* assures that the *contract data* is complete and accurate and that the *customer* has not provided any data of third parties. In case of changes, the *customer* will immediately update the *contract data* stored in the *customer account*.

- 1.4. After completing registration, the *customer* receives an e-mail from *tolltickets* in which *tolltickets* confirms the registration (*registration confirmation*). Upon receipt of the registration confirmation, the contract between *tolltickets* and the *customer* regarding the use of the *customer's account* comes into effect (*contract of use*). The *registration confirmation* is stored by *tolltickets* and is no longer accessible online by the *customer*. The *customer account* is not transferable.
- 1.5. With the *confirmation of registration*, the *customer* receives a personal password from *tolltickets* and is requested to change it the next time he logs in. *tolltickets* requests the password for security reasons each time the *customer account* is accessed. The *customer* will not disclose the password to third parties and will keep it secret and change it immediately if he/she has knowledge of misuse or only suspects or fears such misuse. The *customer shall be* liable for all damages caused by third party use of the *customer account* for which the *customer* is responsible.
- 1.6. *tolltickets* reserves the right to delete customer accounts that have not been used for an extended period of time. *tolltickets* will inform the *customer* in good time before such deletion. If the *customer* subsequently uses the *customer account* again, it will not be deleted.

2 CONCLUSION OF CONTRACTS FOR THE PURCHASE OF VIGNETTES OR THE USE OF TOLL SERVICES

Offer

- 2.1. The presentation and advertising of *vignettes* and *toll services* in the *web store* do not constitute a binding offer by *tolltickets* to conclude a contract, but are merely an invitation to the *customer* to submit a contract offer to *tolltickets* himself (so-called invitatio ad offerendum).
- 2.2. The *customer* can submit an offer to conclude a contract via the online order form integrated in the *webshop*. To do this, the *customer* first places the selected *vignettes* and *toll services* in the virtual shopping cart. After going through the electronic ordering process, the customer submits a legally binding order for the *vignettes* and *toll services* in the shopping cart by clicking the "order subject to payment" button. Up to this point, the *customer* can check his details at any time within the framework of the order masks of the *web store* and correct them, if necessary, with the help of the change buttons.

Acceptance

- 2.3. *tolltickets* confirms receipt of the *customer's* order electronically (*order confirmation*). With the exception of the order for *e-vignettes* (see Part II. Section 2.4. b) below), the *order confirmation* is not yet an acceptance of the *customer's* offer, but is only intended to inform the customer that his order has been received by *tolltickets*.
- 2.4. *tolltickets* can accept the *customer's* offer within five (5) days. A contract is concluded
 - a) in the case of contracts for the purchase of *paper vignettes* (see Part III. Section 2.1 of the GTC), (i.) as soon as *tolltickets* confirms the *customer's* offer with a second e-mail (*confirmation of acceptance*); or (ii.) if the *customer* chooses a payment method that allows him to pay by direct transfer from his bank account (see Part II. Section 5.6 of the GTC), by *tolltickets* redirecting the *customer* to the payment provider's website after the order has been completed;
 - b) in the case of contracts for the purchase of *e-vignettes* (see Part III. Clause 2.2 of the GTC) (i.) upon *order confirmation* or (ii.) upon selection of a payment method that allows the customer to pay by direct transfer from the bank account (see Part II. Clause 5.6 of the GTC) by *tolltickets* redirecting the *customer* to the payment provider's website

upon completion of the order;

- c) in the case of contracts for the use of *toll services* (see Part IV. of the GTC) (i.) as soon as *tolltickets* ships the toll boxes ordered by the *customer* to the *customer* and confirms the shipment to the *customer* with a second e-mail (*shipping confirmation*); or (ii.) if a payment method is selected that enables the *customer* to pay by direct transfer from the bank account (see Part II. Clause 5.6 of the GTC), by *tolltickets* redirecting the customer to the payment provider's website after the order is completed.

The *confirmation of dispatch or acceptance*, or the forwarding to the website of the payment provider, is to be understood in each case as the declaration of acceptance by *tolltickets* and leads to the conclusion of the contract. If several of the aforementioned alternatives exist, the contract will be concluded at the point in time at which one of the aforementioned alternatives occurs first. If *tolltickets* does not accept the *customer's* offer within the aforementioned period, this is deemed to be a rejection of the offer, with the consequence that the *customer* is no longer bound by his offer.

Contract text

- 2.5. The text of the contract (*order confirmation, acceptance confirmation, shipping confirmation or notification* and GTC) is stored after conclusion of the contract and transmission to the *customer*, but is no longer accessible to the *customer* online.

Resignation

- 2.6. *tolltickets* is entitled to withdraw from the contract if, despite having concluded a corresponding covering transaction, *tolltickets* is not supplied by the operator of the respective toll area or the local partners through whom *tolltickets* obtains *vignettes* and/or *toll services for the* respective toll area (*service partners*) for reasons for which *tolltickets* is not responsible. *tolltickets* will inform the *customer* immediately of the unavailability of the ordered *vignettes* and/or *toll services* and will refund to the *customer* any consideration already received.

3. RIGHT OF WITHDRAWAL, EXCLUSION OF THE RIGHT OF WITHDRAWAL

- 3.1. If the *customer* is a consumer (§ 13 BGB), he is entitled to a right of withdrawal in accordance with the statutory provisions.
- 3.2. If the *customer* as a consumer makes use of his right of withdrawal, he has to bear the regular costs of the return.
- 3.3. Depending on the specifications of the companies responsible for collecting the toll in the respective toll area (*toll operators*), for certain types of vignettes, the complete provision of services by *tolltickets* occurs with the sale of the vignette assigned to a specific motor vehicle (see Part III. Item 2.3) and the *customer's* right to withdraw from such contracts expires upon complete performance of the service if the *customer* has expressly agreed that *tolltickets* will begin performance of the contract prior to the expiration of the withdrawal period. *tolltickets* will separately notify the *customer* of the expiration of the right of withdrawal during the order process for such types of vignettes and will ask the *customer* to expressly confirm its knowledge that its right of withdrawal expires upon complete performance of the contract by *tolltickets* by activating a checkbox.
- 3.4. For the rest, the following shall apply to the right of withdrawal
 - a) for contracts for the purchase of *paper vignettes* (see Part III. Section 2.1 of the General Terms and Conditions), the provisions set forth in detail in the following

Withdrawal policy

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, have taken possession of the goods or (in the case of a contract for several goods which you have ordered as part of a single order and which are delivered separately) the last goods.

In order to exercise your right of withdrawal, you must inform us (tolltickets GmbH, Kaiserstraße 28, 83022 Rosenheim, Germany) of your decision to cancel this contract by means of a clear declaration (e.g. a letter sent by post or online at <https://www.tolltickets.com>). For this purpose, you can use the enclosed sample cancellation form, which is, however, not mandatory. You can also submit a statement via the contact form on our website (<https://www.tolltickets.com/>). If you make use of this option, we will immediately send you (e.g. by e-mail) a confirmation of receipt of such withdrawal.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your withdrawal of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment. We can refuse the repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us immediately and in any case no later than within fourteen days from the day on which you notify us of the withdrawal of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You bear the direct costs of returning the goods.

You only have to pay for any loss of value of the goods if this loss of value is due to the handling of the goods which is not necessary for the inspection of the condition, properties and functioning of the goods.

- End of the withdrawal policy-

Sample withdrawal form

(If you want to withdraw the contract, please fill out this form and send it back.)

- To

tolltickets GmbH, Kaiserstrasse 28, 83022 Rosenheim, Germany

- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*) / provision of the following service (*)

- Ordered on (*) / received on (*)

- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only in case of notification on paper)
- Date

(*) Check where applicable.

Pursuant to Section 312g (2) No. 1 of the German Civil Code (BGB), there shall be no right of withdrawal for contracts for the delivery of goods (e.g. labeled or punched vignettes, fine dust stickers) that are not prefabricated and for the manufacture of which an individual selection or determination by the customer is decisive or which are clearly tailored to the customer's personal needs.

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- b) for contracts for the purchase of *e-vignettes* (see Part III. Section 2.2 of the GTC) and the use of *toll services* (see Part IV. of the GTC), the regulations that are reproduced in detail in the following

Withdrawal policy

Right of withdrawal

You have the right to withdraw this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the contract.

In order to exercise your right of cancellation, you must inform us (tolltickets GmbH, Kaiserstraße 28, 83022 Rosenheim, Germany) of your decision to cancel this contract by means of a clear declaration (e.g. a letter sent by post or online at <https://www.tolltickets.com>). You can use the attached sample withdrawal form for this purpose, but it is not mandatory. You can also use the sample withdrawal form on our website or use and submit the declaration via the contact form on our website (<https://www.tolltickets.com/>). If you make use of this option, we will immediately send you (e.g. by e-mail) a confirmation of receipt of such withdrawal.

In order to comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we shall reimburse you all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the most favorable standard delivery offered by us), without undue delay and no later than within fourteen days from the day on which we received the notification of your withdrawal of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

If you have requested that the services begin during the withdrawal period, you shall pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of the exercise of the right of withdrawal with respect to this contract compared to the total scope of the services provided for in

the contract.

- End of the withdrawal policy-

Sample withdrawal form

(If you want to withdraw the contract, please fill out this form and send it back.

- To

tolltickets GmbH, Kaiserstrasse 28, 83022 Rosenheim, Germany

- I/we (*) hereby withdraw from the contract concluded by me/us (*) for the purchase of the following goods (*)/provision of the following service (*)

- Ordered on (*)/received on (*)

- Name of the consumer(s)

- Address of the consumer(s)

- Signature of the consumer(s) (only in case of notification on paper)

- Date

(*) Check where applicable.

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4 DELIVERY AND SHIPPING COSTS

- 4.1. Information about the delivery options, shipping options and other delivery conditions can be found by the *customer* in the web store. The respective shipping costs are displayed to the *customer in the* overview before submitting the order by clicking the button "order subject to payment".
- 4.2. The following delivery restrictions apply: For goods delivered to non-EU countries, tolltickets assumes no responsibility for any customs or import duties, additional local postage costs incurred due to audits by customs, delays or any required self-collection.
- 4.3. The delivery times stated in the *web store* are calculated from the time of the conclusion of the contract.

5 INVOICING AND PAYMENT TERMS

Accounting

- 5.1. The *customer* agrees to receive invoices exclusively in electronic form. *tolltickets will* make the invoices available to the *customer* in the *customer account*. The *customer* may download and print out the invoices. If the *customer* additionally requests a paper invoice to be sent to him by mail, *tolltickets is* entitled to charge an additional fee for this per invoice in accordance with the price list available in the *web store*.
- 5.2. If no objection is made within two (2) weeks of the invoice date, the invoice will be deemed to have been accepted by the *customer*, unless it was impossible for the *customer* to examine the invoice for reasons for which the customer is not responsible. *tolltickets will* draw the *customer's* attention to the significance of the time limit and the consequences of failure to object whenever an invoice is issued.
- 5.3. The invoice data will be kept available online for retrieval for up to six (6) months after conclusion of the contract. After that, retrieval is only possible upon written request by the *customer tolltickets*.

- 5.4. Invoices will be issued in euros; for any value-added taxes, the applicable statutory value-added tax rate will be applied and shown. In the case of products and *toll transactions* (see definition Part VI. Section 1.1. c) of the GTC) that are invoiced tolltickets in foreign currencies by the companies responsible for collecting the toll in the respective toll area (*toll operators*) or *service partners*, the respective invoice amount of the *toll operator* or *service partner* is converted on the basis of the EURO reference rate of the ECB valid at the time of invoicing by tolltickets to the customer. *tolltickets* can apply a premium to the ECB's EURO reference rate when converting foreign currencies.
- 5.5. If the effective exchange rate at the time the services are provided deviates by more than 5% from the exchange rate stated at the time of the order, *tolltickets* reserves the right to adjust the foreign currency price to the exchange rate development.

Payment

- 5.6. *tolltickets* offers the *customer* various payment options. *tolltickets* reserves the right, in individual cases, not to offer certain payment options or to refer to other payment options. The payment options available for the order are displayed to the *customer* before the order process begins.
- 5.7. Bank charges incurred in domestic and foreign payment transactions shall be borne in full by the *customer*. Checks are not accepted.
- 5.8. If it is not possible to settle the account using the deposited means of payment, the *customer* will be informed of this separately by e-mail. If the amount collected by *tolltickets* from the *customer's* credit card or financial institution is charged back in full or in part (chargeback) or if a submitted direct debit is reversed (*return debit*), the *customer* is obligated to compensate *tolltickets* for the resulting damage, unless the *customer* is not responsible for the chargeback or return debit.
- 5.9. In order to avoid additional costs, *tolltickets* recommends the *customer* to contact *tolltickets* in advance by e-mail in case of complaints of any kind: collection.fibu@tolltickets.com.

Default of payment

- 5.10. In the event of a delay in payment, *tolltickets* is entitled to immediately invoice the *toll fees* already paid at the time of the delay in payment (see definition in part III. clause 3.1. of the GTC) and any *service fees* (see definition in part IV. clause 3. of the GTC) in deviation from part IV. clauses 3 and 5.3 of the GTC and to charge interest on arrears at a rate of 9 percentage points above the base interest rate (§ 247 of the German Civil Code, BGB) for the duration of the delay, unless the *customer* is a consumer. In this case, the interest on arrears will be 5 percentage points above the prime rate. *tolltickets* reserves the right to claim higher damages for default. *tolltickets* is entitled in individual cases at any time, upon request, to demand reasonable financial security from the customer.
- 5.11. *tolltickets* uses the e-mail address deposited by the *customer* on <https://my.tolltickets.com/mytolltickets> in accordance with II.1.3. for communication with the *customer* in the dunning process.
- 5.12. If all requests for payment from *tolltickets* to the *customer* remain unsuccessful and there is no feedback from the *customer* for clarification, *tolltickets* reserves the right to transfer the claim to an external collection agency.

6. WARRANTY

Subject to any deviating provisions in Parts III. and IV. of the GTC, the statutory warranty for defects shall apply.

7. LIABILITY

- 7.1. In the event of intent or gross negligence on the part of *tolltickets* or its representatives or vicarious agents, *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 whose fulfillment is essential to the proper performance of the contract and on whose fulfillment the *customer* regularly relies and may rely ("cardinal obligations"). In the absence of intentional or grossly negligent breach of contract, *tolltickets'* liability is limited to the foreseeable, typically occurring damage.
- 7.2. The liability of *tolltickets* for culpable injury to life, limb or health, for the assumption of a guarantee, for fraudulently concealed defects and liability under the Product Liability Act remain unaffected.
- 7.3. Unless expressly regulated otherwise above, *tolltickets'* liability is excluded.

8. EXEMPTION

The *customer* indemnifies *tolltickets* against all justified claims asserted by third parties against *tolltickets* due to the improper use of the *vignettes* and/or *toll services* in violation of the contract or in violation of the law, unless the *customer* is not responsible for such use. The obligation to indemnify *tolltickets* applies in particular, but not exclusively, to justified fines, sanctions, and penalties imposed by the *toll operator* or national authorities due to culpable violations by the *customer* of the terms and conditions of the respective toll operator and the legal regulations for the use of the *vignettes* and/or *toll services* in the toll area. In this case, the *customer* will also reimburse *tolltickets* for all expenses necessarily incurred by *tolltickets* as a result of or in connection with the claim by third parties, including legal fees for procedural and pre-procedural defense.

9. FORCE MAJEURE

- 9.1. "Force majeure" means the occurrence of an event or circumstance that prevents *tolltickets* from fulfilling one or more of its contractual obligations under the agreement, if and to the extent that *tolltickets* proves that
 - a) this obstacle is beyond its reasonable control; and
 - b) it was not reasonably foreseeable at the time the contract was entered into; and
 - c) the effects of the obstacle could not have been reasonably avoided or overcome by *tolltickets*.
- 9.2. If *tolltickets* fails to fulfill one or more of its contractual obligations because a third party, which it has commissioned to fulfill this contract in whole or in part, is in default, *tolltickets* may only invoke force majeure to the extent that the requirements of Part II. clause 9.1 of the GTC apply to both *tolltickets* and the third party.
- 9.3. Until proven otherwise, the following events concerning *tolltickets* will be presumed to meet the requirements under Part II. clauses 9.1 and 9.2 of the GTC:
 - a) War (declared or undeclared), hostilities, attack, acts of foreign enemies, extensive military mobilization;
 - b) Civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage, or piracy;
 - c) Currency and trade restrictions, embargo, sanctions;
 - d) lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalization;

- e) Plague, epidemic, pandemic, natural disaster, or extreme natural event;
 - f) Explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems, or power;
 - g) general labor unrest such as boycotts, strikes and lockouts, slowdowns, occupations of factories and buildings.
- 9.4. If *tolltickets* successfully invokes this clause, *tolltickets* will be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time at which the impediment makes it impossible for it to provide the service, provided that this is notified without delay. If the notification is not made without delay, the release shall take effect from the time the notification reaches the *customer*. If the effect of the asserted impediment or event is temporary, the consequences just set forth will apply only for as long as the asserted impediment prevents *tolltickets* from fulfilling the contract. If the duration of the asserted impediment has the effect of depriving the parties to a considerable extent of what they could reasonably expect by virtue of the contract, either party has the right to terminate the contract by notifying the other party within a reasonable period of time.

10. DATA PROTECTION AND DATA PROCESSING

- 10.1. *tolltickets* will process the *customer's* data exclusively within the framework of the applicable provisions of data protection law. This also includes, subject to the permissibility under data protection law, the processing and/or transmission of data to third parties (i.e. *toll operators* and/or *service partners*) acting within the scope of the applicable provisions.
- 10.2. With regard to data processing and data protection by the *toll operator(s)*, the information provided by the *toll operator(s)* shall apply.
- 10.3. The *customer acknowledges* that personal data collected by *tolltickets* in the course of providing the *toll services* may be transmitted at the request of the *toll operator's* control authority due to fraud or disruptions contributing to full or partial non-payment of the toll, or in the course of spot checks.

11. APPLICABLE REGULATIONS

- 11.1. For the use of the *vignettes* or toll boxes in the respective toll area, the regulations and conditions of the respective *toll operator* applicable to this product in the toll area apply. These are available in the *webshop* in the product descriptions. The *customer* is solely responsible to the *toll operator* and may be held liable for compliance with the regulations. The *customer* is responsible for compliance with the regulations by his vicarious agents in accordance with the statutory provisions.
- 11.2. Malfunction, theft, loss or destruction of a vignette or a toll box does not release the Customer from the obligation to pay the toll in accordance with the specific regulations applicable to a toll domain. In such a case, the Customer shall follow the procedure set forth in the Toll Operator's operating regulations and use the alternatives provided by the Toll Operator, i.e. manual toll collection and payment. Any failure to comply with these provisions is solely at the expense and risk of the *customer*. *tolltickets* reserves the right to assert claims for damages.

12. ONLINE DISPUTE RESOLUTION AND CONSUMER ARBITRATION BOARD

The EU Commission provides an internet platform for the online settlement of disputes (so-called "ODR platform"). The ODR platform serves as a contact point for the *customer* for the

out-of-court settlement of disputes arising from or in connection with online purchase contracts or online service contracts. The ODR platform can currently be accessed at the following link: <http://ec.europa.eu/consumers/odr/>. As a first point of contact, *tolltickets* is available at office@tolltickets.com. *tolltickets* is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards.

13. CUSTOMER SERVICE

Our customer service is always available to answer your questions via the online contact form at <https://www.tolltickets.com/> and via our 24/7 available telephone hotline at +49 (0) 8031 / 9414 444.

14. APPLICABLE LAW, PLACE OF JURISDICTION

- 14.1. The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.2. The exclusive place of jurisdiction for all disputes between the parties arising from or in connection with the contract shall be Traunstein, Germany, if (i.) the *customer* is a merchant, a legal entity under public law or a special fund under public law with its registered office in the territory of the Federal Republic of Germany, (ii.) the *customer* is an entrepreneur and has its registered office outside the territory of the Federal Republic of Germany.

15. OTHER

- 15.1. Communication between *tolltickets* and the *customer* takes place electronically by e-mail or via the contact form provided by *tolltickets* at <https://www.tolltickets.com/>, unless otherwise specified in the GTC.
- 15.2. Should individual provisions of the contract be invalid, this shall not affect the remaining provisions of the contract.
- 15.3. The *customer* is only entitled to set-off if his counterclaims have been legally established or recognized by *tolltickets*. Furthermore, the ban on offsetting does not apply if the *customer* is entitled to claims for return of goods after withdrawal of the contract or counterclaims due to defects in the *vignettes* or *toll services* in the amount of the costs of remedying the defects. The *customer* shall only have a right of retention if its counterclaim is based on the same contract.
- 15.4. There are no verbal ancillary agreements.

III. SPECIAL TERMS AND CONDITIONS FOR THE PURCHASE OF VIGNETTES

1. SCOPE

The following special conditions apply in addition to the sale of paper vignettes and e-vignettes (together *vignettes*).

2. SUBJECT OF THE CONTRACT

- 2.1. The subject of the contract for a *paper vignette* is the sale of the
 - a) proof, embodied in the vignette, that a toll has been paid for a specific motor vehicle and the resulting authorization to use toll roads, transport infrastructures (e.g. bridges, tunnels), parking garages or means of transport (e.g. ferries), collectively referred to in these GTC as "*toll roads*"; or
 - b) embodied in the sticker, proof of fulfillment of certain technical vehicle characteristics

and the resulting authorization to enter certain areas (e.g. environmental zones of a city in which particulate matter pollution is to be reduced).

tolltickets sells the *vignettes in paper form* in its own name and for its own account. *tolltickets* has previously acquired the proof from the respective toll operator or issuer of the sticker .

- 2.2. The subject of the contract for a vignette in electronic form (*e-vignette*) is the *customer's* order to *tolltickets* to register a specific motor vehicle for a specific validity period in the database of a toll operator in the name of and for the account of *tolltickets* and thus to pay the toll entitling the *customer* to use toll roads for this validity period and to resell this entitlement to the *customer*.
- 2.3. For the use of the *vignettes*, in particular for the conditions of toll payment, the conditions of the respective *toll operator* or issuer of the sticker apply. *Vignettes* are valid only for the period of validity selected by the customer in each case and exclusively for the motor vehicle specified by the customer in each case in the order.

3. PRICES AND MATURITY

- 3.1. All prices stated in the *web store* are gross prices (including the statutory value-added tax) and correspond to the toll or fee (*toll charges*) set in each case by the toll operators or issuers of the sticker at their own discretion or by the competent national authorities in accordance with the applicable statutory regulations. Whether the *customer* must additionally pay *tolltickets* a processing fee (*processing fee*) depends on the type of product or the contractual agreements. The *customer* can find information on the amount of the *processing fee* in the product descriptions of the *web store* and the price lists that can be viewed there.

Maturity

- 3.2. Unless otherwise agreed in individual cases, payment of the purchase price including any *processing fee* shall be due immediately upon conclusion of the contract.

4. CLAIMS FOR DEFECTS

If the *customer* is a merchant and acquires *vignettes in paper form*, he is only entitled to warranty claims if he has fulfilled his statutory obligations to inspect and give notice of defects (§§ 377, 381 of the German Commercial Code, HGB). Defects that are identifiable during a proper inspection (so-called obvious defects) must be reported by the *customer* to *tolltickets* within two days of receipt of the *vignettes*. With regard to other defects (so-called hidden defects), the period for giving notice of defects is 48 hours after discovery of the defect. If the *customer* fails to notify *tolltickets* of the defect, *tolltickets'* liability for the defect not notified or not notified in time is excluded in accordance with the statutory provisions. If there is a defect in the purchased item, the statutory provisions apply. The assignment of these claims for defects by the *customer* is excluded.

IV. SPECIAL TERMS AND CONDITIONS FOR THE USE OF TOLL SERVICES

The following special conditions apply in addition to the use of *toll services*.

I. SUBJECT OF THE CONTRACT

- 1.1. The subject matter of the contract for the use of *toll services* is to enable the cashless payment of *tolls* (see Part IV. Section 1.1. c) of the GTC). Unless otherwise provided for in the Special Provisions (see Part V. of the GTC), *tolltickets* provides the following services in accordance with these GTC:

- a) *tolltickets* records, stores and transmits to the *toll operator* on behalf of the *customer* the data and information about the *customer* and his vehicle (*registration data*) required for registration in the respective toll area.
 - b) *tolltickets* provides the *customer* with (a) new and/or used toll box(es) on loan for exclusive use.
 - c) By driving through toll stations in the respective toll area with the toll boxes provided, the *customer* triggers a so-called transaction (*toll transaction*): The responsible *toll operator* registers the usage, assigns it to the *customer's* vehicle and notes the toll or fee due for it (*toll charges*). On behalf of the *customer*, *tolltickets* acquires the authorization to use the toll roads from the responsible toll operator in its own name and for its own account and pays the toll fees due. *tolltickets* resells the authorization to the *customer* and invoices the *customer* for the toll fees due.
- 1.2. The *customer* provides *tolltickets* with the *registration data* and undertakes to keep the *registration data* up to date during the term of the contract and to notify *tolltickets* immediately of any changes so that *tolltickets* can change the *registrations* made for the *customer* with the *toll operators* and continue to provide the *toll services*.
 - 1.3. The *Customer* may use the *toll services* in its capacity as the owner, driver and lessee of a vehicle. The amount of *tolls* and the transaction data required for the collection of *tolls* are determined by the respective *toll operator* at its own discretion or by the competent national authorities in accordance with the applicable legal provisions.
 - 1.4. The use of the toll roads is not the subject of the contract between *tolltickets* and the *customer*. This takes place exclusively in the relationship between the *customer* and the respective *toll operator*. The conditions of use of the toll roads are governed by the respective national requirements for the use of the toll areas.

2 CONTRACT TERM AND TERMINATION

Contract period

- 2.1. Contracts for the use of *toll services* are concluded for an indefinite period of time.

Cancellation

- 2.2. The *customer* can give notice of cancellation via the "Terminate subscription" button in the *tolltickets* webshop or via the contact form at <https://www.tolltickets.com/>.
- 2.3. After the end of the contract, the *customer* is obligated to stop using the toll box and return it to *tolltickets* (see also Part IV. Section 4.4 of the GTC). If the customer continues to generate *toll transactions* beyond the end of the contract, this constitutes a breach of these post-contractual obligations. *tolltickets* is entitled to compensation for the toll charges incurred and to pro-rata payment of a provision fee.

Extraordinary termination

- 2.4. Notwithstanding the ordinary termination of a contract, both parties are entitled to extraordinary termination for good cause. Extraordinary termination by *tolltickets* is permissible if there is good cause that makes it unreasonable for *tolltickets* to continue the contractual relationship, even taking into account the legitimate concerns of the customer. Good cause is deemed to exist in particular if
 - a) The customer has provided incorrect information about his financial situation that was of significant importance for *tolltickets'* decision to enter into the business relationship; if the customer is a consumer (§ 13 of the German Civil Code (BGB)), this only applies if the customer has knowingly withheld or falsified the information relevant to entering into the business relationship and this has led to a deficiency in the examination of

entering into the business relationship;

- b) the customer fails to fulfill his obligation to order, extend or increase security or under any other agreement within a reasonable period of time specified by tolltickets;
- c) invoices are repeatedly not paid or only paid late due to direct debit protests or credit chargebacks and the customer does not provide another means of payment within a reasonable period of time despite being requested to do so by tolltickets, unless the customer is not responsible for the direct debit protests or credit chargebacks;
- d) if the direct debit authorization or direct debit order is revoked and the customer does not provide another means of payment within a reasonable period of time despite being requested to do so by tolltickets;
- e) if the opening of insolvency proceedings against the assets of the customer is applied for;
- f) if a not merely insignificant deterioration of the customer's financial situation occurs or threatens to occur and the fulfillment of the customer's obligations to tolltickets is thereby jeopardized;
- g) if the customer has given a toll box to a third party without authorization;
- h) in the event of use of the toll box by the customer in breach of the contract, if the customer fails to remedy the situation despite a reminder. A reminder is not required if this does not promise any success or if the violation is so serious that tolltickets cannot reasonably be expected to adhere to the contract. Furthermore, the severity of the breach may also be determined by the fact that the customer has already been warned several times for a comparable breach.

Existing statutory rights of termination shall remain unaffected.

3. SERVICE CHARGES

- 3.1. For services in connection with the provision of *toll services*, *tolltickets* charges the following fees (collectively, *service fees*). The *customer* can find information on the amount and charging of the respective *service fees* in the product and service descriptions in the *web store* and the price lists that can be viewed there.

Activation fee

- 3.2. Depending on the respective tariff model, *tolltickets* charges the *customer* an activation fee for the registration of the *customer* or his vehicle with the respective *toll operator*.

Access fee

- 3.3. For each toll box in the customer's possession, tolltickets charges the customer a provision fee depending on the tariff model selected for access to the toll clearing network.
- 3.4. The *customer* is not entitled to partial reimbursement of the provision fee in the event of termination.

Toll service charge

- 3.5. For the payment of *tolls* and billing (see Part IV. Section 5.3 of the GTC), *tolltickets* charges a toll service fee as a percentage of the respective *tolls* (excluding VAT). The toll service fee is due with the settlement of the *toll charges* (see Part IV. Section 5.3. of the GTC) and will be invoiced by *tolltickets*.

4. TOLL BOXES

Provision of the toll box

- 4.1. For the transmission of information on the use of the route network in the toll area to the respective *toll operator* (see Part IV. Section 1.1 c) of the GTC), *tolltickets* will provide the *customer* with a toll box on loan for the exclusive use of each registered vehicle. The toll box remains the property of *tolltickets* or the respective *toll operator*.
- 4.2. The toll boxes provided are reused and accordingly may show signs of use.
- 4.3. Delivery of the toll box shall be made to the delivery address specified by the *Customer*. If a delivery was not possible because the *Customer's* delivery address was incorrect or faulty or the *Customer* was not present at the specified delivery address at the time of delivery other than agreed, although the *Customer* was given reasonable notice of the delivery date, the *Customer* shall bear any costs for the failed delivery as well as for the return and reshipment, unless the *Customer* is not responsible for the incorrect or faulty delivery address and/or its absence.

Returning the toll box

- 4.4. After the end of the contract, the *customer* is obliged to return the toll box to *tolltickets* at his own expense within 14 days. The *customer* bears the risk of accidental loss until the toll box is handed over at *tolltickets'* headquarters. For returns from non-EU countries, the *customer* is obligated to pay any customs duties incurred and to declare the goods in accordance with the delivery details in a customs-compliant manner and in accordance with the correct value of the product.
- 4.5. For return shipment, the toll box must be suitably packed by the *customer* in a signal-blocking manner. The *customer* is liable for any consequences of improper packaging. Suitable signal-blocking shipping bags can be purchased from *tolltickets*.

Use of the toll box

- 4.6. The *customer* may only use the toll box in vehicles that are registered with *tolltickets*. Before using the toll box, the *customer* must assign the toll box to the respective vehicle in his account.
- 4.7. The use of the toll box by persons other than the *Customer* or persons acting in the name and on behalf of the *Customer* is not permitted. The consequences of unauthorized transfer of the toll box shall be borne by the *Customer*.
- 4.8. In order to prevent the toll box from being misused and/or damaged and/or lost, the *customer* will store and handle the toll box with due care and use it exclusively in accordance with the operating instructions. The *customer* may not modify the toll box and is liable in accordance with the statutory provisions for all consequences of modifications made by the *customer* without *tolltickets* consent. No alterations to the toll box are changes or deteriorations to the toll box that are brought about by use in accordance with the contract.
- 4.9. The responsible *toll operator* may require individual registration for each toll box before the *customer* uses the toll road of the respective toll area; in addition, each *toll operator* has the right to carry out checks in connection with the use of the toll box. Furthermore, in certain toll areas, *toll operators* may identify the *customer* by reading the vehicle's license plate if they are unable to connect to the Toll Box.
- 4.10. Unauthorized or improper use of a toll box may be prosecuted and punishable by imprisonment or a fine under the respective national jurisdiction of the country for which the toll box is used.
- 4.11. The *customer* is obliged to notify *tolltickets* immediately of any defect in the toll box and to return the defective toll box to *tolltickets* upon request. At the *customer's* request, *tolltickets* will replace the defective toll box at short notice. *tolltickets* is entitled to charge the

customer for the cost of the replacement toll box in accordance with *tolltickets'* price list if the returned toll box is defective due to mechanical impact and/or a handling error on the part of the *customer* or persons to whom the customer has passed the toll box (e.g., because the customer has dropped the toll box, contaminated it with water, etc.).e.g. because the Customer has dropped the Toll Box, poured liquids over it, damaged it by flames or smashed the housing), unless the *Customer* is not responsible for the mechanical effects and/or the handling error. The *customer* remains entitled to prove that *tolltickets* has not suffered any damage or that the damage is significantly lower than the costs shown in the price list. *tolltickets* reserves the right to prove and claim higher damages.

Toll box lock

- 4.12. The *customer* is obligated to immediately report *tolltickets* toll boxes that have been stolen, lost or otherwise misplaced. The report can be made by the *customer* submitting a blocking request in his *customer account*, via the contact form or by e-mail. If the *customer* is responsible for the theft, loss or other misappropriation, the customer is liable for all damages incurred by *tolltickets* as a result of the misuse of the toll box until the report is made or the blocking request is submitted.
- 4.13. *tolltickets* is entitled to (temporarily) block a toll box if
- a) *tolltickets* is obligated to do so vis-à-vis the respective *toll operator(s)* and/or service partner(s);
 - b) the *Customer* repeatedly or continuously fails to comply with the provisions applicable to the use of a toll domain;
 - c) the *customer* has used or passed on the toll box in breach of the contract;
 - d) the *Customer* does not return the Toll Box (and related accessories) within 14 days after termination of the Contract (see Part IV Section 4.4 of the GTC);
 - e) the *customer* does not meet his payment obligation or contributions paid are reversed or charged back; and/or
 - f) the *customer* fails to provide requested collateral or fails to renew expiring collateral in a timely manner (see Part IV. Item 6. of the GTC).

tolltickets will notify the *customer* of the intended blocking of the toll box, inform him of the reason for the blocking and give him the opportunity to comment.

- 4.14. A blocked toll box can no longer be used. If the reason for the block no longer applies, *tolltickets* will replace the blocked toll box for the customer at short notice.

Blocking fee

- 4.15. In the event of a block, *tolltickets* may demand a blocking fee from the *customer* as lump-sum compensation for the costs incurred by *tolltickets* as a result of the block, unless the *customer* is not responsible for the reasons for the block. The *customer* remains entitled to prove that *tolltickets* has not incurred any loss or that the loss is significantly lower than the costs shown in the price list. *tolltickets* reserves the right to prove and claim higher damages. Payment of the blocking fee does not release the *customer* from the obligation to return the toll box.

Replacement fee

- 4.16. In the event of damage, theft or loss (see also Part IV. Section 4.12 of the GTC) of the toll box or if *tolltickets* does not receive the toll box back within 14 days after termination of the contract (see also Part IV. Section 4.4 of the GTC), *tolltickets* is entitled to demand a replacement fee as lump-sum compensation for the costs incurred by *tolltickets* as a

result of the loss of the toll box , unless the *customer* is not responsible for the reasons for the damage, theft or loss or the delayed return. The *customer* remains entitled to prove that *tolltickets* has not suffered any damage or that the damage is significantly lower than the replacement fee shown in the price list. *tolltickets* reserves the right to prove and claim higher damages.

5. PAYMENT OF TOLLS, SETTLEMENT

Payment of tolls

- 5.1. *tolltickets* pays the *tolls* for the right to use the *toll roads* that *tolltickets* acquires on the occasion of the *customer's toll transactions* in its own name and for its own account.
- 5.2. The *customer* can view the individual *toll transaction* records provided by the *toll operators* in his or her *customer account* (e.g., each individual toll section or each individual trip). The format, granularity and content of the toll data records are determined by the *toll operators*. *tolltickets* is not obligated to check the toll data records for completeness and accuracy prior to payment of the *tolls*.

Settlement, due date

- 5.3. After the resale of the authorization to use the *toll roads*, *tolltickets* invoices the *customer* for the *toll fees* paid, broken down by toll area and vehicle, on the 10th, 20th and last day of each month . The invoice format is based on the respective specifications of the *toll operator* and also takes into account the tax and financial law requirements. Invoices shall be paid within 10 (ten) days from the invoice date.
- 5.4. *tolltickets* remains obligated to pay *tolls* for *toll transactions* initiated by the *customer* during the term of the contract, even after termination of the contract. *tolltickets* is entitled to collect *tolls* and *service fees* via the specified means of payment for up to 12 months after termination of the contract. Thereafter, the mandate for direct debit or the authorization to use the specified means of payment will automatically expire.

6. COLLATERAL

- 6.1. *tolltickets* is entitled to demand reasonable security from the *customer* to secure the claims to which *tolltickets* is entitled against the *customer* arising from the business relationship. *tolltickets* may demand that the security provided be increased in the event of changed circumstances and may also demand that security be provided if *tolltickets* initially refrained from doing so in whole or in part when the business relationship was established.
- 6.2. *tolltickets* will release the security provided by the *customer* without being asked to do so after the end of the contract, as soon as the *tolls* and *service charges* have been settled and *tolltickets* no longer has any other need for security. The *customer* is also entitled to (partial) release of collateral if the value of the collateral exceeds the security interest of *tolltickets* not only temporarily.
- 6.3. Upon termination of the contract, a provided security deposit will be released only after all *toll transactions* have been settled by the *toll operators* and *service charges*, at the latest three months after the return of the toll box.

IV. SPECIAL PROVISIONS FOR INDIVIDUAL TOLL AREAS

Due to legal requirements as well as requirements of the *toll operators* for individual toll

areas, the following special provisions apply to the provision of toll services for the toll areas listed below:

1. SPECIAL PROVISIONS FOR PORTUGAL

- 1.1. Upon request, *tolltickets* will provide the *customer* with the declarations that a *customer* needs in order to take advantage of any discounts that may be available from the competent toll operator under Portuguese law ("modulation scheme").

2. SPECIAL PROVISIONS FOR SPAIN

- 2.1. The *customer* must raise any objections to *toll transactions* within 45 calendar days after *tolltickets* has provided the *customer* with the records of the *toll transactions* on its *customer account* for inspection. If the *customer* does not raise any objections within the aforementioned period, the *toll transactions* will be deemed to have been accepted by the *customer*, unless it was impossible for the *customer* to inspect the *toll transactions* for reasons for which the *customer* is not responsible. *tolltickets* will inform the *customer* of the significance of the deadline and the consequences of failing to raise an objection each time the records are posted in the *customer's account*.

3. SPECIAL PROVISIONS FOR THE "SPECIAL TOLL ROADS" PACKAGE

- 3.1. Proper registration of the *customer's* vehicle requires that the *registration data* that *tolltickets* transmits to the *toll operator* on behalf of the *customer* (see Part IV. Section 1.1. a), 1.2 of these GTC) accurately designate the vehicle's license plate number, the country of registration, the Euro class and the PAN and serial number of the toll box used by the *customer*. The *Customer* shall carefully check the *registration data* and shall be liable in accordance with the statutory provisions for the absence of or any errors in the *registration data*.
- 3.2. If a *toll transaction* is not triggered for whatever reason when using a toll road, the *customer* must pay manually in accordance with the requirements set out in the Tolling Regulations.
- 3.3. The *customer* must raise any objections to *toll transactions* within 36 hours after *tolltickets* has shown the *customer* the records of the *toll transactions* on the *customer's account*. If the *customer* does not raise any objections within the aforementioned period, the *toll transactions* will be deemed to have been accepted by the *customer*, unless it was impossible for the *customer* to check the *toll transactions* for reasons for which the *customer* is not responsible. *tolltickets* will inform the *customer* of the significance of the deadline and the consequences of failing to raise an objection each time the records are posted in the *customer's account*.

4. SPECIAL PROVISIONS FOR NORWAY

- 4.1. *Toll services* in Norway include the settlement of *tolls* and ferry charges.
- 4.2. Information about any reductions or exemptions from tolls or ferry fees granted to the *customer* by *tolltickets* can be found by the *customer* in the product descriptions of the web store and the price lists that can be viewed there.
- 4.3. The *customer* is entitled to reimbursement of the loss of discounts or price increases, provided that this is not due to the *customer's* misconduct, but to fault for which *tolltickets* or the respective *toll operator* is responsible.
- 4.4. *Tolls* are not subject to VAT; ferry fees are subject to VAT. Due to the requirements of national law, it is not possible for *tolltickets* to purchase and resell the authorization to use the toll roads to the *customer*. Rather, the *customer* himself is liable to the *toll operator* for

the payment of *tolls*. The *customer* instructs *tolltickets* to pay the *tolls* incurred to the responsible toll operator in the name of and for the account of *tolltickets*. *tolltickets* thereby pays on a third-party debt and subsequently invoices the *tolls* to the *customer* as expenses.

tolltickets provides the settlement in the form of a "debit note" on behalf of the toll operator, which is not a tax invoice.

- 4.5. The following personal data is collected, processed and may be shared with *toll operators*, foreign data processors and the Norwegian Road Administration for the purpose of calculating and billing tolls, as well as processing customer inquiries:
 - (a) OBU identification number
 - (b) the place, date and time of the *toll transaction*
 - (c) Tariff category and price of the *toll transaction*
 - (d) Vehicle registration number
 - (e) Photograph of the vehicle
 - (f) Name of the owner registered in the Norwegian Motor Vehicle Register.
- 4.6. Proper registration of the *customer's* vehicle requires that the *registration data* that *tolltickets* transmits to the *toll operator* on behalf of the *customer* (see Part IV. Section 1.1. a), 1.2 of these GTC) accurately designate the vehicle's license plate number, the country of registration, the Euro class, and the PAN and serial number of the toll box used by the *customer*. The *customer* carefully checks the *registration data* and is liable in accordance with the statutory provisions for the absence of or errors in the *registration data*.

5. SPECIAL PROVISIONS FOR DIGITAL TOLL PRODUCTS OF AUTOBAHNEN- UND SCHNELLSTRABEN-FINANZIERUNG-AKTIENGESELLSCHAFT (ASFINAG) IN AUSTRIA

- 5.1. The digital toll products of ASFINAG (hereinafter referred to as ASFINAG Products) include the following toll products:
 - a) Digital vignette: payment of the time-based toll by registering the license plate number of the vehicle in the ASFINAG toll system;
 - b) Digital section toll: payment of the distance-based toll for certain route sections by registering the license plate number of the vehicle in the ASFINAG toll system
- 5.2. ASFINAG Products are sold in the name and for the account of ASFINAG. The respective General Terms and Conditions of Use of ASFINAG (hereinafter referred to as GTC) apply to this legal relationship.
- 5.3. *tolltickets* cooperates with ASFINAG and assumes certain obligations. *Customer* concludes a contract with *tolltickets* according to which *tolltickets* owes the *customer* general information, cooperation, support and financial handling of the legal relationship with ASFINAG. *tolltickets* assumes, among other things, billing in the name and on behalf of ASFINAG, payment collection and the sending of invoices. Furthermore, *tolltickets* offers ASFINAG services such as customer support.
- 5.4. The *customer* can make the following changes to an ASFINAG Product that has already been purchased:
 - a) Digital vignette: before the start of validity, the license plate number of the vehicle number, its country of registration and the first day of validity can be changed
 - b) Digital section toll: Before using the route toll section, the license plate number of the vehicle and its country of registration can be changed

The changes can be made in the *tolltickets* webshop. Changes are only effective after

receipt of the modified order confirmation.

- 5.5. By making a binding purchase, the *customer* issues a payment order to pay the fees owed for the toll products to ASFINAG.
- 5.6. If payment is not received successfully, *tolltickets* is entitled to cancel the booking in the name of and on behalf of ASFINAG.
- 5.7. The term of the contract with *tolltickets* is linked to the term of the legal relationship with ASFINAG. If the contract with *tolltickets* is withdrawn, the legal relationship regarding the purchase of ASFINAG Products in connection with this contract shall also be deemed withdrawn. A withdrawal from the contract with *tolltickets* is considered a withdrawal from the purchase of the digital vignette in accordance with point 4 of the GTC or for the digital route toll as a withdrawal in accordance with point 7 of the GTC. The contract with *tolltickets* ends at the latest with the expiration of the business relationship with ASFINAG.

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**GENERAL TERMS AND CONDITIONS OF USE ("GTC")
for the purchase of digital vignette and digital section toll**

Status: 01/12/2023

1. General information

- 1.1. When purchasing digital vignettes and digital section tolls, a purchase contract is concluded with ASFINAG and the customer. ASFINAG is a public limited company established on the basis of the ASFINAG Act, whose shares are wholly owned by the Republic of Austria: Autobahnen- und Schnellstraßen-Finanzierungs- Aktiengesellschaft; Branch: Schnirchgasse 17, 1030 Vienna, Austria; Contact: Tel +43 (0) 50 108-10000, Fax +43 (0) 50 108-10020, e-mail office@asfinag.at; company register number and court: FN 92191 a, Vienna Commercial Court; UID number ATU 43143200; object of the company: The financing, planning, construction and maintenance of federal roads, including the infrastructure which is necessary and expedient for this purpose, the collection of time-based and distance-based tolls from the users of these roads and fulfilment of the liabilities entered into by Autobahnen- und Schnellstraßen-Finanzierungs- Aktiengesellschaft with the authorisation of the Federal Minister of Finance, insofar as they were entered into for the purpose of planning, constructing and maintaining federal roads, utilisation and management of areas not directly used for traffic purposes as well as land and buildings that were transferred to the ownership of Autobahnen- und Schnellstraßen-Finanzierungs- Aktiengesellschaft on the basis of the Federal Act on the Conveyance and Transfer of Federal Roads (Article 5 of the Federal Roads Transfer Act), as well as the implementation of parts of the operating agendas in the system for digital recording equipment in road traffic; applicable commercial and professional regulations: [ASFINAG Act](#), [ASFINAG Authorisation Act 1997](#), [Federal Road Toll Act](#) including special road financing laws ([Arlberg Schnellstraßen-Finanzierungsgesetz](#), [Bundesgesetz betreffend die Finanzierung der Autobahn Innsbruck-Brenner](#), [Karawanken- Autobahn-Finanzierungsgesetz](#), [Pyhrn-Autobahn-Finanzierungsgesetz](#) and [Tauernautobahn- Finanzierungsgesetz](#)), [vignette price ordinance](#) and [toll regulations](#).
- 1.2. The profit-sharing agreement concluded on the basis of the ASFINAG Enabling Act 1997 transferred to ASFINAG the profit-sharing right to all speedways and motorways in Austria. ASFINAG therefore has the right to collect tolls from their users; in addition to the statutory provisions, these are based on the applicable toll regulations, which form part of these GTUC

- 1.3. The Federal Road Toll Act (BStMG) regulates the payment of time-based tolls or section tolls for single-lane motor vehicles and for multi-lane motor vehicles with a technically permissible total mass of no more than 3.5 tonnes. Pursuant to Section 33 (18) no. 8 BStMG, motor vehicles with a maximum permissible laden weight of no more than 3.5 tonnes that were registered for traffic before 1 December 2023 and for which the maximum permissible total weight was set at no more than 3.5 tonnes before 1 December 2023 are deemed to be vehicles with a technically permissible total weight of no more than 3.5 tonnes until 31 January 2029 and are therefore subject to the time-based toll or section toll. It is possible to purchase a digital vignette or a digital section toll by registering the licence plate number in the toll system.
- 1.4. The purchase of the digital vignette or the digital section toll is a legal obligation. The purchase is made exclusively on the basis of these GTC, the documents incorporated by reference and the statutory provisions. Other terms and conditions - in particular the customer's terms and conditions of purchase or similar - are excluded.

2. Digital vignette or digital section toll

- 2.1. In accordance with the toll regulations, the start of validity of the ten-day vignette and the one-day vignette can be freely selected within the respective and - if already available - the following vignette year (1 December to 30 November of the following year) at the applicable toll rate. If a validity start date is selected within the withdrawal period of 14 days, the customer must confirm the start of contract fulfilment before the end of the withdrawal period. If the start date is within the 14-day withdrawal period, the consumer is requested to expressly declare a request for early fulfilment of the contract and confirmation that the consumer has taken note of the possible loss of the right of withdrawal in the event of complete (partial) fulfilment of the contract (independent partial fulfilment is enabling the use of federal roads per calendar day or the period of validity of a one-day vignette).
- 2.2. The digital section toll is available as a single journey. The purchaser must confirm the immediate validity of the single journey.

3. Purchase of the digital vignette by consumers

- 3.1. A consumer is anyone who purchases digital vignettes and the purchase is not part of his/her business operations or he/she does not declare him/herself as an entrepreneur in the purchase process (see section 5). A company is any permanent organisation of independent economic activity, even if it is not profit-oriented; legal entities under public law are always considered entrepreneurs. The purchase of a digital vignette by a natural person before the start of the operation of their company, but in order to create the conditions for this, is not yet part of the above-mentioned operation.
- 3.2. After completing the purchase, the customer will immediately receive a confirmation to the e-mail address provided by him/her regarding his/her purchase declaration or the order confirmation of the purchased digital vignette(s), including any confirmation regarding the consumer's request for early fulfilment of the contract, including his acknowledgement of the possible loss of his right of withdrawal. This e-mail to the customer also contains the applicable GTC including the sample withdrawal form for consumers (see also section 4) and the invoice.

4. Consumer's right to withdraw from the purchase of the digital vignette

- 4.1. In accordance with the toll regulations, consumers are granted the right to withdraw from their purchase of the digital vignette within fourteen days without giving a reason. The withdrawal period begins on the day of purchase.
- 4.2. In order to exercise his/her right of withdrawal, the consumer must inform ASFINAG of his/her decision to withdraw from the purchase by means of a clear declaration (e.g. e-mail to b2c.support@tolltickets.com, a letter sent by post, fax). The declaration of withdrawal can be made without any formal requirements. Consumers may use the sample withdrawal form provided at the end of these GTC, but this is not obligatory. The withdrawal period is deemed to have been met if the notice of withdrawal is sent within the period. The effect of a legally valid withdrawal takes effect upon receipt. The customer must provide the relevant product ID(s) so that corresponding withdrawal notice can be processed quickly and efficiently.
- 4.3. In order to ensure the quickest and most efficient processing of the withdrawal notice, tolltickets GmbH requests that withdrawal notices be sent to b2c.support@tolltickets.com by e-mail if possible, stating the data specified in the sample withdrawal form provided at the end of these GTC.
- 4.4. With regard to the legal consequences, a distinction must be made between the following cases of withdrawal of the purchase of digital vignettes within the 14-day withdrawal period:
 - Effective withdrawal before the selected start date: the payments made by the consumer will be refunded.
 - Effective withdrawal after the selected start date but before ASFINAG has provided the service in full, i.e. the possibility to use the federal roads until the start of the last day of the validity period of the ten-day vignette: ASFINAG shall refund the payments made by the consumer less the pro rata fee based on the market value of the granting of the possibility to use the federal roads (in accordance with the guidelines of the DG Justice in conjunction with the BStMG and/or Vignette Price Ordinance: the toll tariff for a one-day vignette is deducted for each day of validity or part thereof) until the withdrawal takes effect. If the pro rata fee exceeds the payments made by the consumer, ASFINAG will not make any refunds.
 - Withdrawal after the selected start date and after ASFINAG has provided the service in full, namely the granting of the possibility to use the federal roads at the beginning of the period of validity of the one-day vignette or at the beginning of the last day of the period of validity of the ten-day vignette: The right of withdrawal does not apply and no refund will be made to the consumer.

Repayments shall be made immediately and at the latest within 14 days of receipt of the timely and effective notice of withdrawal, using the same means of payment that the consumer used to make the payment

5. Purchase of the digital vignette by entrepreneurs

- 5.1. For general information on purchasing the digital vignette, see section 2.
- 5.2. Entrepreneurs confirm their entrepreneurial status during the purchase process. Thus the entrepreneur confirms that they are purchasing the digital vignette(s) as part of their entrepreneurial status. Entrepreneurs are not entitled to withdraw in accordance with section 4.

6. Purchase of the digital section toll by consumers

- 6.1. For general information on the purchase of the digital section toll, see section 2.
- 6.2. The definition of a customer specified in section 3.1 also applies to the digital section toll.
- 6.3. For the provisions set out in section 3 apply mutatis mutandis to the purchase of the digital section toll by consumers, with the following special conditions for the section toll:

in the case of the purchase of a single journey vignette, the consumer shall declare his/her express wish that validity can begin immediately and in particular before the withdrawal period expires (see section 7) by activating a corresponding checkbox. This allows the consumer to start the single journey immediately and thus use the vignette up in full. Once the single journey has been commenced/the toll station has been passed, there is no longer any right of withdrawal.

7. Consumer's right of withdrawal from purchase of the digital section toll

- 7.1. Consumers have the right to withdraw from the purchase of the digital section toll within 14 days without giving a reason. The withdrawal period begins on the day of purchase.
- 7.2. The **right of withdrawal does not apply** in accordance with section 6.3 for **individual journeys** that are consumed in full by the consumer within the withdrawal period.
- 7.3. Otherwise, the right to withdraw from the purchase of the digital section toll is subject to the provisions of section 4.

8. Purchase of the digital section toll by entrepreneurs

- 8.1. For general information on purchasing the digital section toll, see section 2.
- 8.2. Entrepreneurs shall confirm their entrepreneurial status during the purchase process. Thus the entrepreneur confirms that he/she is purchasing the digital section toll for business purposes. However, entrepreneurs are not entitled to withdraw in accordance with section 7.
- 8.3. Otherwise, the provisions set out in section 6 for consumers also apply mutatis mutandis to Entrepreneurs.

include the respective statutory value added tax.

9. Section toll flex

9.1. Prerequisite for the use of flex

Registration is required to use the flex offered by tolltickets GmbH. Registration may only be carried out by the holder (hereinafter referred to as "customer") of the vehicle with the licence plate number (or several vehicle licence plate numbers) to be registered. Upon successful registration, the licence plate number submitted by the customer will be activated for flex. Correct registration is only confirmed and FLEX may only be used as authorisation to use the section toll road network when the vehicle licence plate of the registered vehicle appears in the vignette registry. The vignette registry is available at <https://evidenz.asfinag.at>. FLEX applies to all ASFINAG section toll segments.

9.2. Prices and late payment

The price of the section toll is due in accordance with the tariff valid at the time the section toll is used. The price will be paid automatically by the payment method stored in the customer account at the time. Within 365 days of the first passage, a maximum of the rate of a multi-trip card (available at www.asfinag.at) valid at the time of the first passage must be paid for each section toll segment, irrespective of the number of trips made. For this purpose, the rate of the single trips made within 365 days of the first passage (on entire sections and toll road subsections or the Bosruck and Gleinalm sections of the A 9) are totalled and the rate of the single trip is not charged or not charged in full for those trips within 365 days of the first passage that would lead to the rate of the multi-trip card being exceeded. Single trips that are not paid for with FLEX are not taken into account. As no multi-trip card is offered for the A 11 Karawanken motorway, the applicable rate for a single trip must always be paid for FLEX too, regardless of the number of trips made.

The customer undertakes to pay the applicable tariff for the respective section toll sections or subsection used. All tariffs for the respective section toll sections are available at www.asfinag.at. Only the current single journey tariffs at the time of use of the section toll sections apply. These are final prices that include the respective statutory value added tax.

Before each trip, the driver must ensure that the motor vehicle license plate has been registered to enable the correct payment of the section tolls by FLEX by querying the vehicle licence plate in the vignette registry. If the vehicle licence plate is registered for FLEX, the rate for a single trip valid at the time of the trip will be debited from the means of payment saved at the time the toll section is used, both when using the entire section and when using a toll road subsection of a section toll segment and, in the case of the A 9, when using the Bosruck and Gleinalm sections after passing through the toll station (starting the single trip).

The section toll due for the respective toll section is deemed to have been properly paid after 28 days of using the toll section, provided the vehicle licence plate number was registered for FLEX at the time of passing through the toll station and payment of the section toll rate due has been made within 28 days of using the section toll segment. This applies both when using the entire section and when using a toll road subsection of a section toll segment, and in the case of the A 9 motorway when using the Bosruck and Gleinalm sections.

include the respective statutory value added tax.

If the transaction fails or is refused for other reasons, the customer will receive a request for subsequent payment to the e-mail address saved in the toll shop, provided that they were properly registered at the time of using a section toll segment and their vehicle licence plate is entered in the vignette registry. If the amount of the subsequent payment claim is not paid within 28 days, business owners may be charged a processing fee of EUR 40 for each further reminder in addition to the amount of the failed transaction.

If the transaction fails or is refused for other reasons, the customer will receive a request for subsequent payment to the e-mail address saved in the toll shop, provided that they were properly registered at the time of using a section toll segment and their vehicle licence plate is entered in the vignette registry. If the amount of the subsequent payment claim is not paid within 28 days, business owners may be charged a processing fee of EUR 40 for each further reminder in addition to the amount of the failed transaction.

The customer is obliged to ensure that his/her means of payment is valid and that his deposited account has sufficient funds. If collection is not possible from the means of payment saved at the time the toll section is used (for whatever reason), the FLEX service will be blocked at the end of the same day. From this point, the vehicle licence plate is no longer considered registered for the purposes of FLEX for the duration of the block and the vehicle licence plate no longer appears in the vignette registry as registered for FLEX.

In the event of a block, FLEX must be reactivated under "My account" in the personal user account and an alternative payment method must be entered.

The customer expressly agrees that notification by e-mail is the only form of notification of tolltickets GmbH. The customer undertakes to regularly check his e-mail account.

9.3. Liability

The customer is liable for the accuracy of the data provided, in particular for the accuracy of the vehicle licence plate number (or several vehicle licence plate numbers). Any incorrect information shall be at the customer's expense.

Customers who authorise other persons to carry out journeys requiring payment to the debit of their own billing account, for example by providing their own vehicle, shall be liable for all liabilities incurred as a result and shall indemnify and hold tolltickets GmbH harmless.

The customer is liable, regardless of fault, for all debts or disadvantages arising from the use of his/her customer account by a third party.

vehicle (licence plate) and whether this vehicle may therefore be used on federal roads (motorways

9.4. Consumer's right to withdraw from the digital section toll flex

Consumers are granted the right to withdraw from the flex distance contract within fourteen days without giving a reason. The withdrawal period begins on the day the contract is concluded.

In the course of registering for flex, the customer must request "the concessionaire" that the purchase of single journeys via flex can be used immediately (prematurely, i.e. before expiry of the withdrawal period) and the customer confirms within the meaning of §§ 10, 18 para. 1 no. 1 of the Austrian Distance Selling Act ("FAGG") that there is no right of withdrawal if the single journey is called up via flex and used (with the start of the single journey).

In order to exercise his/her right of withdrawal from the flex contract concluded, the customer can cancel flex at any time or the consumer can inform tolltickets GmbH of his/her decision to withdraw from the purchase by means of a clear declaration (e.g. e-mail to b2c.support@tolltickets.com, a letter sent by post, fax). The declaration of withdrawal can be made without any formal requirements. Consumers may use the sample withdrawal form provided at the end of these GTC, but this is not obligatory. The withdrawal deadline is met if the declaration of withdrawal is sent within the deadline. Customer shall provide the relevant product ID(s) so that corresponding withdrawal notices can be processed quickly and efficiently.

10. Public register of vignette evidence

10.1. The vignette register is a public register that can be consulted by anyone in order to check whether a digital vignette/digital section toll with a specific validity period has been purchased for a specific (and speedways). This verification option corresponds to the visual inspection of the authorisation to use the vehicle with the adhesive vignette. It also serves the interests of federal road users: without it, drivers would not be able to reliably assess whether they are authorised to use federal roads with their vehicle.

10.2. For this reason, anyone can enter a licence plate number in the vignette register maintained by ASFINAG (<https://evidenz.asfinag.at/>) on the Internet free of charge to find out whether a vehicle has a digital vignette or a digital section toll and for which periods they are valid.

11. Warranty and compensation for damages relating to the purchase

11.1. The general statutory warranty provisions set out in Sections 922 to 932a of the General Civil Code ("ABGB") apply to consumers.

11.2. In addition, the duty to inspect and the obligation to give notice of defects pursuant to Section 377 of the Austrian Commercial Code ("UGB") shall apply to entrepreneurs.

11.3. Liability for damages for slight negligence is excluded both towards consumers and towards entrepreneurs, whereby this exclusion of liability does not apply to personal injury, mandatory liability laws and towards consumers also not for breaches of main contractual obligations. In the case of gross negligence, liability towards entrepreneurs is also limited to the positive damage, whereby the above exceptions to the exclusion of liability also apply here.

12. Ban on the resale of digital toll products

12.1. The commercial resale of the digital vignette and/or the digital section toll is prohibited without the express consent of ASFINAG, with the exception of the sale of digital annual or two-month vignettes with a shortened/no longer valid 18-day validity period for consumers.

13. Information on data processing

See the separate information on the processing of personal data in the ASFINAG toll systems (<https://www.asfinag.at/privacy/>).

14. Information on complaints and dispute resolution for consumers

14.1. The EU's online dispute resolution platform for online contracts with consumers can be found at <http://ec.europa.eu/consumers/odr/>.

14.2. The Austrian arbitration board for consumer transactions find you at <http://www.verbraucherschlichtung.or.at/>.

14.3. tolltickets GmbH or ASFINAG are not obliged to participate in any of these alternative dispute resolution procedures.

14.4. Requests, suggestions and complaints should be addressed to: "b2c.support@tolltickets.com".

15. Choice of law for consumers and entrepreneurs and place of jurisdiction for entrepreneurs

15.1. Austrian law shall apply exclusively, excluding the conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. This choice of law does not restrict the mandatory rights of the consumer of a Digital Vignette and/or a Digital Section Toll in his home country.

If the purchaser of a digital vignette and/or a digital section toll is not a consumer, the exclusive place of jurisdiction for all claims and any disputes arising from and on the basis of this legal relationship and in connection with its processing shall be the court of jurisdiction for the first instance District in Vienna, Austria.

16. Severability clause for entrepreneurs

16.1. The following applies to entrepreneurs, but not to consumers: The invalidity or unenforceability of individual provisions of these Terms of Use shall not affect the validity of the remaining provisions. An invalid or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the economic intent and purpose of the invalid or unenforceable provision. The same applies to any loopholes.

Appendix: Sample withdrawal form for consumers

If you are a consumer and wish to cancel your purchase of the digital vignette or the digital section toll, please fill out this form and return it - **if possible, but not obligatory, by e-mail:**

To
tolltickets GmbH
Kaiserstr. 28
83022 Rosenheim
Germany

E-mail: "b2c.support@tolltickets.com"

I/we (*) hereby cancel my/our (*) purchase of the digital vignette(s)/digital section toll (*) ordered on :

_____.

Vehicle licence plate and state of registration: _____.

Product ID: _____.

Name of the consumer(s): _____.

Address of the consumer(s) : _____.

Signature of the consumer(s) (only for notifications on paper):

_____.

Date: _____.

() Delete as appropriate.*