

## CON.TIR PARTICULAR TERMS AND CONDITIONS

These particular terms and conditions form a supplement to the General Conditions of Easytrip SPA.

### **1. Services specifications:**

These particular terms and conditions apply to the following business service:

- Italian Toll Services

The catalogue of services and prices is indicated in Annex 3. The Client agrees that Annex 3 will be updated from time to time without that further amendments to these particular terms and conditions are necessarily required. However parties will communicate each other by email such updated Annex 3.

### **2. Definition**

In these particular terms and conditions:

“CON.TIR” means the Limited Liability Consortium Company, whose registered office is located P.le dell’Autostrada,36, 47521 CESENA (FC)

“registration device” means personalized procedures or instruments for authentication vis-à-vis service partners, provided by us to the Client either ourselves or in cooperation with our associated partners. We may make the following registration devices available to the Client: physical tags, payment cards, vignettes, applications for electronic use (Apps), video-tolling, tax levies, etc.

### **3. Client authentication towards service partners**

#### 3.1

We shall perform deliveries of the registration devices and services to the Client in our own name, based on the respective contracts we have with our service partners.

#### 3.2

Services shall be governed by both our terms and conditions and the general terms and conditions of the service partner in question. When the service partners ask us to get their general terms and conditions and other required documentation signed

by the Client, we shall join and obtain Client’s signature of such general terms and conditions and other documentation. Client shall abide to these service partners’ general terms and conditions and other documentation. Where not stipulated otherwise, we shall supply the Client with a copy of the general terms and conditions of the service partners upon Client’s first request.

#### 3.3

To fulfil the contract purpose, we shall provide personalized procedures or instruments to the Client for authentication towards our service partners.

To authenticate Clients towards service partners, registration devices shall be made available to the Client. These registration devices entitle the holder to make the use of the services.

#### 3.4

We may perform legal transactions and actual actions (e.g. changes to Client or vehicle data) through our service partners on behalf of the Client for registration or management of registration device if such legal transactions and actions are in accordance with the actual wishes and presumed interests of the Client. The Client shall therefore agree to have the data he provides transmitted to the service partners, as described further in the Data Protection Agreement.

#### 3.5

We shall assume no liability for the ability of our service partners to provide deliveries of the registration devices and services.

### **4. Procurement of registration device**

The following stipulations apply to the supply of registration devices by us to the Client. If they are delivered directly by the service partners to the Client, the terms and conditions of the service partners shall apply.

#### 4.1

Client agrees to provide a (single) contact name and delivery address for the delivery of the registration device.

Registration devices supplied by us in our capacity of wholesaler, reseller and/or retailer are covered solely by the guarantee issued by the manufacturer and/or the service partner who supplied the registration devices to us, or who had these supplied.

#### 4.2 Shipment and storage

We shall decide the nature and manner of storage, packaging and shipment of products and/or documents, for the account and risk of the Client. The cost of shipment is indicated in Annex 3.

We shall accept no liability for any damage, loss or destruction of the registration devices and/or documents, or for any delays in their shipment, unless Client demonstrates gross negligence or intent on our part.

In the event the Client does not collect and/or does not take delivery of the registration device to be supplied, the registration device shall be returned to us. The postage costs ensuing from a second shipment shall be charged to the Client, unless Client demonstrates gross negligence or intent on our part in the initial shipment.

#### 4.3 Installation

Installation of the registration devices shall be made by the Client at its own risk based on the service partner's written instructions that we shall transmit to the Client in the deliveries. We shall not incur any liability in this matter.

#### 4.4

We shall not be liable for any damage caused by, or resulting from, manufacturing and/or construction errors, incorrect installation or use of registration devices, varying quality and/or own defects in registration devices supplied by us. Incorrect use of a registration device means without limitation wrong placement of the on board unit or provision of incorrect data (like incorrect weight class, EURO class or plate number).

#### 4.5

Unless otherwise agreed, a registration device shall remain the property of EASYTRIP or the service partner.

### **5. Use of the registration devices**

5.1 The registration devices must be shown at the office or the installation of the institution/operator, which is to charge for the passage and use of the services supplied upon request. A registration device may only be used for a single vehicle at a time. It is not permitted to use a registration device on a vehicle different from the one it was issued for nor to use it on several vehicles at a time, not even if a vehicle acts as an accompanying vehicle for another vehicle.

This misuse of the device can lead to penalties from the service partners or not recognition of discounts (if any). Such sanctions will fully apply to the Client.

#### 5.2 Defect registration devices.

For technical reasons, registration devices that are split, broken, misshaped or have been demagnetised cannot be used. These registration devices must be returned to us immediately. We shall provide replacement registration devices in case of non-contractual or misuse of a registration device by the Client, at the Client's expenses. The cost of return and replacement is indicated in Annex 3.

#### 5.3 Responsibility in case of loss or theft.

We cannot be held liable for use of a registration device, or any other document, by parties other than the Client, regardless of the circumstance (for instance loss or theft). In the event of loss or theft, the Client shall inform us in writing immediately, no later than within 24 hours, by means of telefax, email, or letter, to enable us to report the event to the issuing institution and to have the registration device or any other document blocked.

The Client shall be charged for all costs and amounts due for the transactions made with the registration device ensuing from the unauthorised use by third parties before the actual coming into effect of the blocked status entry. We generally block a registration device or another document, where applicable, within 48 hours following the Client's written report. Saturdays, Sundays and public holidays are excluded from this 48-hour term. This

timeline is indicative only as it may vary depending on the service partners' processing time.

The cost of return and replacement is indicated in Annex 3. If the registration device(s) or document(s) reported lost or stolen are discovered by the Client, these registration device(s) or document(s) may no longer be used and must be returned to us. For failure to return any stolen/lost registration device, we shall charge the costs for non-return of a registration device, as indicated in Annex 3, as well as the penalties applied by the service partners (as the case may be).

#### 5.4

It is not permitted to use registration devices and/or documents that we are claiming back or have claimed back for whatever reason.

#### 5.5

It is not permitted to sell and/or alienate registration devices and /or documents, or to have these used by third parties, other than by Client's vicarious agents, for whatever reason, unless expressly agreed in writing in advance with us. In the event Client fails to observe this stipulation, it shall remain fully liable for any damage, costs and interests resulting from this violation.

### 6. Information provided

Any information relating to the issue, replacement, return or blocking of registration devices, shall be provided in writing at all times (telefax, email or letter).

Any communication concerning the relationship with CON.TIR must be addressed to:

**CON.TIR Limited Liability Consortium Company**

**P.le dell'Autostrada,36**

**47521 CESENA (FC)**

**Email: [contir@legalmail.it](mailto:contir@legalmail.it)**

### 7. Payment

#### 7.1

By signing the contract, and by taking receipt of the registration device, the Client accepts all debit charges for all passage and fees calculated by means

of the registration devices, and shall pay CON.TIR in a correct and timely fashion in the manner agreed and in accordance with the general terms and conditions and Annex 2. The cost for the procurement of the registration device will be invoiced upon delivery.

#### 7.2

The costs listed on the invoice for the services and supplies for the Client are costs that apply at the time of passages, as registered by us based on the information of the service partners in question.

Unless agreed differently, CON.TIR shall charge the Client for the invoiced amounts referred to in the previous paragraph, i.e. for the costs of the use of the service, as well as its own commission as further detailed in Annex 3.

The invoices shall be itemised where applicable.

### 8. Distribution of toll rebates

Subject to the following terms and conditions, CON.TIR will apply for the Italian toll rebates on behalf of the Client at the annual relevant period set by the Albo (the "Period for Application of the rebate"). CON.TIR will further notify the Client about the Period for Application of the rebates and indicate the documents and information required from the Client for the processing of the application, being understood that CON.TIR shall not be responsible for the completeness and correctness of said documents and information.

#### 8.1 No self-declaration-No vehicle logbook

To become eligible for the toll rebates, the Client must fully complete and sign the self-declaration form provided by CON.TIR (the "Self-Declaration Form") and send to CON.TIR a stamped and signed copy of the Self-Declaration Form before the prescribed deadline set forth in the Self-Declaration Form. The Self Declaration Form shall contain the Client's company details showing that the company is registered in the European Union, and up to date information regarding the devices and devices-based vehicles. To be considered complete, the Self-Declaration Form shall be duly completed and accompanied by the vehicle documents: Vehicle logbook and Euro class certification / CEMT and any other documents and information indicated in the

Self-Declaration Form which shall be considered all materially relevant.

In case of Client's failure to send to CONT.TIR the Self-Declaration Form by the said deadline, or in the event that CON.TIR considers, in its sole discretion, that one of the required pieces of information or documents under the Self-Declaration Form is not true, correct and/or missing, and/or the Self-Declaration Form is not complete in all respects, CON.TIR shall be free (i) not to apply for the toll rebates on behalf of the Client for that particular year or (ii) apply and deduct the collected rebates from any sum due to CON.TIR and/or retain the rebates as liquidated damages, being understood that CON.TIR shall not be liable for any derived or related loss and/or damages suffered by the Client.

#### 8.2 Suspension of services

If CON.TIR suspends the service in accordance with article 6.4 of the general terms and conditions during or after the Period for Application of the rebates, CON.TIR shall be free (i) not to apply for the toll rebates on behalf of the Client for that particular year where suspension of the services has occurred or (ii) apply and deduct any collected rebates against form any sum due to CON.TIR and/or retain the rebates as liquidated damages, being understood that CON.TIR shall not be liable for any derived or related loss and/or damages suffered by the Client.

#### 8.3 Guarantee

Article 3.6 of the general terms and conditions applies in relation to the guarantee that CON.TIR may at its own discretion require from the Client, as a condition to the signature of the contract and also during its performance. The guarantee can take the form as determined by CON.TIR in the Annex 2, and as the case may be, CON.TIR can decide to obtain the guarantee by way of a retention on the toll rebates for observance of the Client's obligations.

#### 8.4 Set-off

Article 3.2 of the general terms and conditions applies in relation to CON.TIR's set-off right. This right applies without limitation to any of the amount of toll rebates and can be enforced by CON.TIR and any of its affiliates (for the avoidance of doubt, Easytrip BV and/or Easytrip SPA) when the Client applies for

several business services. The Client expressly agrees to such a deduction and set-off.

#### 8.5 Application of a fee on the rebate

CON.TIR will apply an administrative charge on the toll rebate received, for the performance of the application of the toll rebates for each application sent to the Albo, in the amount of 2% of the annual Italian turnover, unless otherwise explicitly indicated in Annex 3.

### **9. Termination of the contract**

#### 9.1 Return of the registration device

Following termination of the contract by either party, the Client shall return the registration devices in its possession and immediately pay all amounts due.

If the Client fails to do so within 30 days following the expiry of the contract or the notification date of the termination, the possession of the registration device shall be regarded as unlawful and any costs for recovery shall be charged to the Client, while the obligation for Client to pay the sums due shall remain. The applicable related fee for non-return of a registration device is indicated in Annex 3.

#### 9.2 Termination statement

Following termination of the contract by either party, CON.TIR shall as soon as practicable following the delivery of the notice of termination submit to the Client a termination statement showing in detail the amounts (if any) which finally and immediately become due and payable between the parties, taking into consideration the amounts owed to the Client for toll rebates and any other additions or deductions which may have become due under the contract. This statement represents full and final settlement of all monies due between the parties under or in connection with their business relationship. This statement becomes effective only after payment of all sums due and the security has been returned to the Client.

Any claim by a Client about the content of the termination statement shall be made in writing within 30 calendar days following receipt date. In the absence of claim within the term stipulated above, the Client shall be deemed to have accepted unconditionally the statement, and any further claim in connection with this matter shall be time-barred.

## 10. Applicable law and competent court

Irrespective of the provisions of article 13 of the General Conditions, the following provisions shall apply to the parties in relation to the applicable law and the competent court:

### 10.1 Applicable law

These particular terms and conditions shall be governed by and construed in accordance with the Laws of Italy including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) shall not apply to the general terms and conditions and it is expressly excluded.

### 10.2 Competent court

The parties will make reasonable efforts, for at least 30 (thirty) days, to settle in an amicable way any dispute that might arise between them in connection with the general terms and conditions and any resulting contract. Should any party consider not possible to reach an amicable settlement after expiration of the above 30 (thirty) day period, then the dispute will be finally and exclusively settled by the courts of of Rotterdam, the Netherlands. This clause providing for an exclusive jurisdiction shall be given the broadest effect and shall apply in any case, including in case of litigation relating to the pre-contractual phase or in case of emergency or protective proceedings.

**Date :**

**Signature and company stamp of the client**

*Read, approved and undersigned*

*Place of residency* \_\_\_\_\_

*Signature* \_\_\_\_\_

*The Client hereby declares that it has read and understood these particular terms and conditions and that it expressly approves the content of the following clauses, pursuant to articles 1341 and 1342 of the Italian Civil Code: 3. Client authentication towards service partners; 4. Procurement of registration device; 5. Use of the registration devices; 7. Payment; 8. Distribution of Toll rebates; 9. Termination of the contract; 10. Applicable law and competent court.*

**Date :**

**Signature and company stamp of the client**

*Read, approved and undersigned*

*Place of residency* \_\_\_\_\_

*Signature* \_\_\_\_\_