

## PARTICULAR TERMS AND CONDITIONS EASYTRIP TOLL, BOOKING, FUEL SERVICES

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 services:

- TOLL payment solutions
- BOOKING services (e.g. Ferry/train/tunnel)
- FUEL (card-based fuel payment solutions)

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 '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.

For failure to return any damaged, broken registration device, we shall charge the costs for non-return of a registration device, as 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).

## 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 us 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, we 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 our own commission as further detailed in Annex 3.

The invoices shall be itemised where applicable.

Payments in foreign currencies are converted to euros based on the applicable currency exchange policies of our service partners.

If there is no policy in place, and to the extent conversion takes place from currencies other than the euro we shall be entitled to charge a reasonable service fee for the option of selecting a payment currency and/or for covering the risk of foreign exchange fluctuations between the day of transaction and the due date of the invoice.

## 8. Space reservations on trains and ferries and advancing passages

To cancel a reserved space, the Client must inform us in writing within the stipulated term set forth in the policies of our service partners.



## Transport Services

If the Client does not cancel, or cancels too late, the passage costs shall be charged in full to the Client, plus the fine imposed by the service partner in question. A summary of the costs and applicable fines is mentioned in the Easytrip Quote and Booking Platform (Q&B) Q&B received by the Client at the moment of the reservation.

*Read, approved and undersigned*

Cesena \_\_\_\_\_

The terms and conditions for the use of portal on-line services is a reference paper for the use of the booking services and shall be completed and signed by the Client as per Annex 4.

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

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.

#### **Date**

#### **Signature and company stamp of the client**

*Read, approved and undersigned*

Cesena \_\_\_\_\_

*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. Contract term; 5. Client authentication towards service partners; 6. Procurement of registration device; 7. Installation / Uninstallation of a physical registration device (OBU); 8. Use of the registration devices; 9. Payment; 10. Termination of the contract.*

#### **Date :**

#### **Signature and company stamp of the client**