

GENERAL TERMS AND CONDITIONS

version 24.04.2023

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

Represented by the managing directors
Markus Niedermaier
Jan Kersten
Quentin Couret

+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.

II. 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*.
- 5.5. If services are offered by *tolltickets* in currencies other than euros, the exchange rate stated in the price list will apply. 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*.

1. 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*.