

User Agreement Axxes SAT Box

MSTS Customer ID*:

* Only applicable for direct customers

Customer name:

Authorized Employee (Legal representative):

Name of Full Legal Entity (CoC):

Registered Address (CoC):

Registered Number (CoC):

Postal Address:

City:

Country:

Additional contact

Surname/first name:

Job title:

(Postal) Address:

City:

Country:

Telephone

Mobile:

E-mail:

(the 'Customer'), hereby requests service provider MS Europe BV ('MSTS') to deliver payment services (paying tolls on behalf of the customer to Axxès, according to the agreement between Customer and MSTS, for using the Axxès SAT On Board Unit ('OBU'), within the systems activated on the OBU. MSTS will act on behalf of Axxès (which itself is acting in the name and on behalf of the Toll Chargers and the Walloon Region) and will create an account at Axxès, therefore stated the terms and conditions on the following pages.

Clause 1 CONDITIONS FOR SUBSCRIPTION

- A. MSTS will subscribe customer to Axxès in its capacity as owner, driver, user, renter or sub-lessee of the Heavy Good Vehicles (HGV). This subscription implies acceptance of Axxès Terms and Conditions of the Networks (see Clause 6);
- B. Customer provides all required vehicle information and documentation by registering each of Customers vehicle as per requirement of the individual Toll Chargers stipulated to the customer by the service provider. On the vehicle document the Euronorm and the maximum permissible weight must be indicated, or an additional document should be uploaded.

- C. If the Euronorm class is not stated on the vehicle registration certificate (V9), evidence must be provided. The presentation of this evidence does not affect the payments due for any distances travelled before the verification and, where relevant, confirmation of the information.
- D. In accordance with the published sector declarations, if an incorrect Maximum Authorized Weight is provided or the Maximum Authorized Weight is NOT provided the highest value will be assumed, i.e. over 32 tons, and even if evidence is supplied later this will not affect the payments due for the distance travelled before providing the evidence;
- E. Customer thus guarantees the accuracy and veracity of the said documents with regards to the applicable regulations.
- F. All fines in response to incorrect or incomplete data submitted will be accounted to Customer. No matter who submitted the data.
- G. Domains are activated as agreed with the Service provider and as visible on the OBU.

Clause 2 – APPLIES TO BELGIUM:

- A. With regard to the Belgian mileage tax, the rights and obligations of Customer and of Axxès are described as follows:
- B. For the Brussels-Capital Region by articles 11(4) paragraphs 2, 12, 13, 18, 19, 20, 34, 35, 36, 37 and 38 of the order of 29 July 2015, For the Flanders region by articles 5, 6, 7, 8 and 9 of the decree of 3 July 2015 and articles 3.3.1.0.11, 3.3.1.0.13 and 3.5.3.0.2 paragraph 2 of the Flanders tax code of 13 December 2013, For the Wallonia region by the decree of 16 July 2015 introducing a mileage charge payable by heavy goods vehicles for the use of the road network.
- C. Customer's attention is drawn to the fact that all vehicles travelling on the network covered by the Belgian mileage charge must at all times be equipped with an active OBU meeting the requirements of the regulations in force and that all faulty OBUs must immediately be replaced in accordance with the procedure described by Axxès on the website and in the instructions supplied with the OBU.

Clause 3 APPLIES TO FRANCE

Customer wishes to benefit from special commercial terms (discounts) for heavy goods vehicles on all motorway companies in France. The commercial conditions differ per French motorway company and some involve fees before Customer can earn benefit of discounts. The fees will be charged by the Service Provider. The commercial conditions and fees for discounts can be found at MSTs's website www.mststolls.com and will be updated frequently.

Clause 4 – APPLIES TO SPAIN

To access discounts on motorways in Spain operated by the ABERTIS group, Customer needs to register its vehicles and vehicle document on the website www.autopistas.com. For other motorways on the Spanish network, Customer is registered automatically. The commercial conditions and fees for discounts can be found at MSTs's website www.mststolls.com and will be updated frequently.

Clause 5 – SECURED CARPARKS

Customer acknowledges that some secured carparks-providers will be paid automatically with the OBU when the security-system detects the OBU. An overview of the secured carparks can be found on the website of Axxès.

Clause 6 – AGREEMENT

Customer declares that it has read and expressly accepted this agreement, and in particular MSTs's General Terms and Conditions, Viapass Rules of Conduct and the Axxès Terms and Conditions of the Networks, which are incorporated into this agreement by reference and which are also available at <https://www.mststolls.com/wp-content/uploads/2020/10/Axxes-EN-CGS-v2.3.1-sept-20.pdf>

Clause 7 – SPECIFIC CONTRACTUAL CONDITIONS

- A. Axxès and/or MSTs will send the OBU to Customer upon validation of the contract application.
- B. Customer declares that it has read and understood the conditions relating to the malfunction, theft, loss or destruction of an OBU, and is particularly aware of the fact that Customer shall still be obligated to pay under such circumstance.
- C. Customer shall inform Axxès customer services immediately, who will tell them what to do to implement the emergency procedure, details of which are available on the website and in the user guide issued to the Customer with the OBU. Throughout the entire emergency procedure, Customer is required to provide any information requested by Axxès or the Toll Charger and to follow their instructions.
- D. The Service provider shall send to Customer any update or modification to procedures issued to it by Axxès, using the means of communication of its choice (by email or post).

Clause 8 – INDEMNIFICATION

Customer shall indemnify, defend, and hold harmless MSTs, its directors, officers and employees from any penalty, fine or sanction imposed on MSTs due to false, incorrect or incomplete information provided by Customer.

Clause 9 – AMENDMENT

Except as otherwise provided, this agreement shall not be modified except by written agreement signed by Customer by its respective authorized officer.

Clause 10 – TERMS, CONDITIONS AND TERMINATION

This agreement shall enter into force on the date of its signature. Customer shall be entitled to terminate this agreement, in whole or in part, by blocking the OBU's. MSTs is entitled to terminate the agreement, in whole or in part, if Customer does not comply with the terms & conditions set by this agreement. On termination of this agreement, all the outstanding claims and amounts MSTs has in respect of Customer will become immediately due and payable.

In the event of any inconsistency, this agreement will prevail over the terms and conditions of MSTs, the Viapass Rules of Conduct and the Axxès Terms and Conditions of the Networks.

I accept and agree the application of the Terms and Conditions of MSTs and Axxès.

Please sign, print, scan, and e-mail to your Customer Support team.

Date:

Signature:

Name of Signatory:

Name of Full Legal Entity:

Company Stamp:

