



TAKE THE LEAD

GENERAL TERMS AND CONDITIONS OF SERVICE



VERSION 2.2

01/09/2020 – To be kept by the Client

1. DEFINITIONS

For the purposes of these General Terms & Conditions, terms beginning with a capital letter have the following meaning:

1.1. Subscription: the subscription for the Axxès Services subscribed by the Client in the context of the Contract

1.2. Axxès: Axxès, a French simplified joint-stock company registered with the Lyon Trade and Companies Registry (France) under number 482 930 385, having its registered office at 15 Rue des Cuirassiers, CS 53823, 69487 Lyon Cedex 3, France.

1.3. Personal Data Protection Agreement: The terms and conditions regarding Personal Data Processing defined between the parties

1.4. Order Form: documents entitled 'Order Form' summarising the number of Toll OBUs and Axxès Services requested by the Client

1.5. Client: the natural person or legal entity who has signed the Contract, either personally or through a third-party representative and who uses the Toll OBU only in the context of its commercial activities

1.6. Toll Charger Specific Commercial Terms & Conditions or TC.SCTC: the pricing conditions and in particular the discounts and/or rebates applied to the Toll Fees by each Toll Charger or the competent national authorities, including, where applicable, the subscription fees which grant a right thereto

1.7. General Terms and Conditions: these General Terms and Conditions of Service

1.8. Consumption: a transaction priced prior to the application of discounts

1.9. Service Contract or Contract: the contract consisting of the Subscription Request, the duly completed and signed Order Forms and the price lists

1.10. Consorzio: an Italian entity registered with the ALBO and authorised by the ALBO to register its members in the Italian discount schemes

1.11. Subscription Request: file composed of the subscription application form and supporting documents, the General Terms and Conditions of Service, the Personal Data Protection Agreement and the SEPA mandate

1.12. Sector Declaration: the document prepared by a toll charger defining the essential toll information, including the geographical sector, the relevant infrastructure and the vehicles for which the charge is payable

1.13. Subscription Request: the document entitled "Subscription Request" specifying in particular the identity of the Client and his/her/its contact details

1.14. Security Deposit: the security deposit to be provided by the Client and updated at the request of Axxès

1.15. Force Majeure: circumstances beyond the control of the parties, including but not limited to any strike or industrial dispute, war or other act of violence, natural disaster, water damage, default by a subcontractor attributable to force majeure, the blocking of one or more Networks or the unavailability of the telecommunications networks or information systems required to provide the Axxès Services

1.16. Bank Guarantee: a bank guarantee which may be accepted by Axxès as an alternative to the Security Deposit

1.17. User Guide: operating instructions for the Axxès Services

1.18. Toll Charger: a legal person exercising the right to collect the Toll in a Network

1.19. Cancellation: an operation consisting of the invalidation of a Toll OBU and prohibiting its acceptance for the purposes of Toll payments, on a temporary or permanent basis

1.20. Parties: Axxès and the Client

1.21. Toll: any form of fee, tax or duty in connection with the use of a Network

1.22. Taxpayer: the natural person or legal entity, generally the owner or long-term renter of a Vehicle, recognised by the law or regulations as liable for the Toll where the latter constitutes a tax

1.23. Network: road or motorway network or infrastructure subject to payment of the Toll by Electronic Toll Collection

1.24. Acceptance Network: all the networks on which the Toll OBU is accepted by Toll Chargers

1.25. Axxès Service: all the services offered by Axxès under the

Contract, including the Microwave and Satellite Toll Collection Systems

1.26. Toll OBU: on board electronic device required for the provision of the Axxès Service

1.27. Electronic Toll Collection: the electronic system set up to collect Toll payments

1.28. Microwave based Toll System: the microwave Electronic Toll System using a Toll OBU based on microwave technology (DSRC). Generally, Concession Tolls use the Microwave-based Toll System.

1.29. Satellite Electronic Toll System: the satellite Electronic Toll System using a Toll OBU based on mixed microwave and satellite technology

1.30. Transaction: recording by a Toll OBU of a Vehicle's passing, making the Toll payable due to a trigger such as passing through a toll plaza or a pricing point

1.31. Tax: any charge imposed by a Toll Charger or on its behalf due to the completion of a transaction

1.32. Vehicle: HGV or LV as defined below

1.33. HGV: any motor vehicle with a GVWR greater than 3.5 tonnes or passenger transport vehicle for more than 9 p (driver + 8)

1.34. Light Vehicle: any vehicle with an engine other than a Heavy Goods Vehicle

CONDITIONS APPLICABLE TO ALL SERVICES

2. PURPOSE

2.1. Axxès will provide the Axxès Services to the Client in accordance with the Contract. Any Client using the Axxès Services will be deemed to understand these General Terms & Conditions and to have expressly accepted them without reserves.

2.2. The Axxès Services consist of supplying a Toll OBU to the Client and the various services and options selected by the Client in the Order form.

The Client may amend or supplement these elements depending on the possibilities offered by Axxès. These changes will take effect on the first day of the following month unless specified otherwise by Axxès.

2.3. Except for the invoicing and collection of the Tolls, which are the responsibility of Axxès, travel on the Acceptance Network and the calculation of Tolls are exclusively covered by the relationship between the Client and the Toll Charger concerned and are the sole responsibility of the Toll Chargers. The Toll OBU is used to collect the Client Transactions charged by each Toll Charger and to invoice the Client for them. This invoicing is carried out by Axxès in compliance with the principles determined by the Toll Charger, i.e. either in the name and on behalf of the Toll Charger or solely on its own behalf. The Toll rates, TC.SCTC and Italian rebates are freely defined by each Toll Charger or appropriate national authorities in compliance with the regulations in force.

The Client must comply with each of the obligations imposed under the mandatory rules set by the Toll Chargers, particularly in their Sector Declaration.

The terms of this Clause 2.3 constitute a fundamental and decisive aspect of the Axxès' commitment in the context of the Contract.

3. PRE-CONDITIONS

3.1. The Axxès Services will only be provided to natural persons or legal entities acting in a commercial context.

Axxès may not be held liable in connection with any consumption which takes place outside of such a context.

3.2. The Subscription Request must be complete. In particular, the Subscription Application Form must be duly completed, dated, signed, stamped with the company stamp and returned to Axxès accompanied by the following:

- "K bis" extract less than three months old, or an equivalent document for non-French companies, for both the Client and the Taxpayers being declared;
- name and postal address of the client (including any special characters to ensure successful delivery) and email address;
- the client's capacity (owner, driver, user, renter, sub-lessee);
- name and postal address (including any special characters to ensure successful delivery) and email address of the taxpayer, if different from the client;

- the invoicing contact's email address;
- the legal representative's email address;
- his/her address;
- the client's SIRET identification number or EORI number or intracommunity VAT number for companies based in the EU;
- SEPA direct debit authorisation;
- bank details/IBAN;
- the company's latest balance sheet;
- the Bank Guarantee drawn up in accordance with the model provided by Axxès and presented by a leading financial institution or, failing that, the Security Deposit;

For each freight HGV

- the car registration document;
- the tractor's plate number and country of registration,
- the vehicle's registration certificate (or equivalent document);
- the GVWR of the tractor;
- the AGVW;
- the Number of Axles on the tractor and trailer;
- the Euro pollution class;
- the rental contract chain, if applicable;
- any other information required in the Subscription Request or by the Sector Declaration.

The Client confirms that it is providing valid supporting documents in order to proceed with the registration of its vehicles. It thus guarantees the accuracy and veracity of the said documents in terms of the applicable regulations.

The Client is thus personally liable to the Toll Chargers for the accuracy and completeness of the information provided to Axxès, including information for the personalisation of Toll OBUs, and for the presence of the appropriate Toll OBU in the right Vehicle. In the event of an error, the Client will be liable for the penalties or sanctions specified by the Toll Charger concerned.

3.3. The guarantee amount requested will be either a Security Deposit charged directly to the Client's bank account, not subject to interest, or a Bank Guarantee provided by the Client. The amount of the Security Deposit or Bank Guarantee is set by Axxès. Its reference value is two (2) months of estimated consumption. This value may be revised at any time during the performance of the Contract and at Axxès's sole discretion. If the Client refuses, Axxès shall be entitled to terminate the Service Contract as of right, with immediate effect, without notice or compensation and without the need for any other formality than sending a registered letter with acknowledgement of receipt. The amount of the Security Deposit or Bank Guarantee is calculated for each Toll OBU. It nevertheless aims to guarantee payment of the amounts due from the Client in respect of its use of the Axxès Services, whatever the Toll OBUs used or their number. The termination of the Contract, regardless of the reason, results in the application of Article L110-4 of the French Commercial Code or any special provisions replacing it.

3.4. Only Subscription Requests duly completed, dated, signed and bearing the company's stamp will be processed by Axxès.

3.5. Axxès reserves the right not to accept the Subscription Request, if:

- the Client is known to be bankrupt or insolvent;
- a previous Contract entered into by the Client in connection with the Axxès Services or with one or more Toll Chargers was terminated for fraud or a failure to pay;
- the Client fails to pay an invoice issued by Axxès within the contractually stipulated payment periods.

3.6. The Client must, if necessary, complete and update the information it provides to Axxès, including reporting any legal change such as a the name and address of the taxpayer, change of business, change of company name, transfer of its headquarters or a modification to its fleet of vehicles, and comply with its obligations to the Toll Chargers and with the instructions communicated to it by Axxès for this purpose.

The Client must inform Axxès of any change of its bank details or the means of payment selected by it which is likely to affect or delay its payments, and must take all appropriate steps to ensure that no payment is delayed and no bank refuses to process a payment as

the result of such changes. In the event of non-compliance with the provisions of this Clause, Axxès will be entitled to notify, by registered letter with acknowledgement of receipt, the automatic and unilateral termination of the Contract with immediate effect, without being required to comply with any notice period or pay any compensation.

Axxès must be notified of any change which affects the legal personality of the Client, such as, in particular, the sale or transfer of its business or a merger or demerger. In such case, Axxès reserves the right to terminate the Contract with immediate effect and without notice or compensation, without it being necessary to comply with any formality whatsoever, subject to any applicable laws and regulations.

3.7. The Client is solely responsible for providing the information and documents required for activating the Toll OBUs, and for any subsequent modifications affecting them. Axxès may request that the Client produces any necessary documents requested by the Toll Chargers. In this case, the Subscription Request or any other request by the Client concerned will not be processed by Axxès until the requested documents are received.

3.8. The Client will be obliged to comply with and assume all the obligations incumbent upon the Taxpayers declared in the context of the information it provides to Axxès.

3.9. Agreement on Proof: when subscribing to the Axxès Services, the Client must provide a valid email address. The Client acknowledges that any message or notification sent by Axxès to this email address is deemed to be validly issued and have the same value as a registered letter with acknowledgement of receipt. The Client acknowledges that any formal notice sent to this email address is a valid means of triggering deadlines, interest and other consequences that the law, particularly Article 1231-6 of the French Civil Code, and the courts, associate with formal notice.

The Client therefore undertakes to inform Axxès without delay of any change to its email address.

4. DURATION/TERMINATION

Should Axxès accept a Subscription Request, the Contract will be deemed to enter into force on the date on which Axxès confirms the Subscription Request. The Contract will remain in force for as long as the Client is in possession of at least one Toll OBU. The Contract may be terminated at any time by either Party at their simple discretion, subject to no formality other than compliance with a notice period of two (2) months and the notification of such termination by registered letter with acknowledgement of receipt.

In the event of fraudulent use of a Toll OBU entrusted to the Client, whatever the fraudulent use or its cause may be, Axxès reserves the right to terminate the Contract as of right, by registered letter with acknowledgement of receipt, without warning or prior notice.

5. OWNERSHIP OF THE TOLL OBU

The Toll OBU is and will remain the property of Axxès. The Client is prohibited from leasing or selling the Toll OBU, under penalty of the immediate termination of the Contract. The Client has custody of the Toll OBU and uses it under its sole responsibility. At any time during the performance of the Contract, and in particular if the Toll OBU is placed on a cancelled, fraud or infringement list, Axxès may take the initiative to withdraw or, if necessary, replace one or more Toll OBUs, or order a Motorway Operator or any third party of its choice to proceed to do so. Axxès may also withdraw and, where applicable, replace the Toll OBU for any technical reasons, especially in the following cases:

- technological upgrade;
- malfunction;
- life end of battery;
- change of Vehicle or of change in the characteristics of the Heavy Goods Vehicle with which the Toll OBU is associated, enabling the Microwave Electric Toll System to be used.

The Client must return the relevant Toll OBU(s) in all such cases, upon first request.

6. USE OF THE TOLL OBU

6.1. Operation of the Toll OBU

The correct operation of the Toll OBU is subject to compliance with

the terms of the User Guide. The Client is reminded that the Toll OBU must be powered in all cases continuously in compliance with the conditions of the User Guide.

The Toll OBU will function until it is cancelled or replaced by Axxès. Only the effective use of the Toll OBU when valid will permit its holder to claim subscriber status for the Axxès Services and benefit from the rights associated therewith. In the absence of a valid Toll OBU, or in the event of a malfunction, the Client must follow the procedure stipulated by Axxès for the relevant Network. If the defect is attributable to the Client, all replacement costs will be invoiced to the Client by Axxès, in accordance with the applicable price list.

The replacement of the Toll OBU by Axxès will be free of charge throughout the entire period of its lease in the event of a defect attributable to the Toll OBU or in the event of malfunction of the battery.

The use of the Toll OBU on the networks entails compliance with the obligations applicable, even if they arise from third parties, including Toll Chargers. As a guide, Axxès places useful information on its website, www.axxes.eu. It is up to the Client to ensure this information is correct, up to date and complete.

6.2. Additional Toll OBUs

Any request for an additional Toll OBU must be submitted by the Client by completing and signing the form provided by Axxès for this purpose. The issuance of the Toll OBUs is subject to the following:

- Receipt by Axxès of valid supporting documents, in particular the registration certificates of HGVs;
- payment by the Client of an additional guarantee (Security Deposit or Bank Guarantee), the amount of which will be determined by Axxès in accordance with the provisions of Clause 3.3. above.

6.3. Allocation of Toll OBUs

The Client is reminded that an HGV Toll OBU is allocated to each individual HGV and that this conditions is imposed by the regulations in force, by the Toll Chargers or by the competent national authorities, in certain countries under pain of a fine or immobilisation of the Vehicle. Any non-compliant use will automatically result in the loss of the warranty related to the operation of the Toll OBU and the associated Services, the Toll Charger Specific Commercial Terms & Conditions and the associated discounts.

Axxès grants the Client the option to re-allocate a Satellite Toll OBU to another Vehicle in its fleet, provided it has been declared in advance to the Toll Chargers in accordance with the procedure stipulated by Axxès.

Any unused Toll OBUs must be returned to Axxès for destruction or recycling.

Axxès reserves the right to charge for Toll OBUs generating less than fifty euros (€50) in toll transactions on the TIS-PL network (France) the previous month. The amount charged is indicated in the pricing terms in Clause 25.

6.4. Cancelling the Toll OBU

The Client must cancel the Toll OBU upon becoming aware of its theft or loss.

Cancelled Toll OBUs must be notified to Axxès, in accordance with the procedure stipulated for such purpose:

- in writing: by letter, fax or email;
- by telephone (subject to written confirmation within a period of two business days);
- via the Axxès website.

Axxès will acknowledge receipt of this cancellation in writing (by letter, fax or e-mail) stipulating the number of Toll OBUs cancelled, as well as the date when Axxès processed the request. The invalidation of the Toll OBU will be effective, as far as the Client is concerned, upon receipt of such written acknowledgement of receipt.

From that date, the Client will no longer be required to pay the amount of any transactions that may be recorded. The costs of the Cancellation and, where applicable, the fees payable in respect of any OBU which is not returned, will then be invoiced to the Client by Axxès. Axxès may not be held liable for the consequences of any cancellation made by a person using the identity of the Client or the name of the Client and who is not authorised to represent the Client.

At the request of the Client, a new Toll OBU may be delivered at the stipulated address. Its activation will be invoiced by Axxès in

accordance with the applicable price list. If the Client recovers a Toll OBU reported stolen or lost, this Toll OBU must be sent to Axxès by registered letter with acknowledgement of receipt. In this case, the Client will be invoiced for transactions carried out using the Toll OBU since the Cancellation request.

7. RETURN OF THE TOLL OBU

7.1. Return in the event of termination

The Client must return the Toll OBUs without delay, exclusively by registered letter with acknowledgement of receipt, to Axxès – Atelier CGAS – Gare de péage autoroutière ASF – RN 113 – 13310 Saint Martin de Crau - France, using the protective packaging provided by Axxès, upon any termination of the Contract, whether or not the Client is the Party to whom the termination is attributable. The Toll OBUs must be returned within two (2) months from the date of acknowledgement of receipt by Axxès of the termination request. If the OBU(s) are not returned within these two (2) months, Axxès will invoice a charge for unreturned OBU pursuant to Clause 26-2.

If the OBU(s) are returned within four (4) months from the expiry of the aforementioned two (2) month period, the charge for unreturned OBU will be reimbursed at the Client's express request.

Amounts payable in respect of tolls and taxes for trips validated using misused Toll OBUs will be claimed independently of any criminal proceedings and any action for damages which Axxès reserves the right to bring.

The cost of returning the OBUs will only be borne by Axxès in the case of a replacement due to an identified malfunction attributable to Axxès. Axxès's coverage of this cost is subject to the Client's express request.

The Client is responsible for ensuring that the returned items (OBUs and accessories) are the property of Axxès. Any other item returned by mistake will be destroyed.

Should Axxès need to have recourse to any legal proceedings to recover the Toll OBU(s), the costs incurred pursuant to such legal proceedings will be payable by the Client. Axxès will also be entitled to invoice the Client a charge, according to the amount stipulated in Clause 25.2, for any Toll OBU not returned within thirty (30) days from the effective date of the termination.

7.2. Partial or total return

The Client may return one or more Toll OBUs at any time in their protective packaging, by registered letter, to Axxès - Atelier CGAS - Gare de péage autoroutière ASF - RN 113 - 13310 Saint Martin de Crau - France. In this case, Axxès will stop issuing invoices for the services associated with the use of the Toll OBU(s) at the end of the month during which Axxès acknowledges receipt of the returned Toll OBU(s).

The Client must refer to the TC.SCTC or to Italian Consorzio to which it subscribed in order to ascertain the consequences of the return of the Toll OBUs, and in particular the applicable conditions governing the refund of any subscription fees paid or the invoicing of charges.

In any event, the price payable in connection with the rental or provision of the Toll OBU, and in particular the price paid in connection with its personalisation, packaging and shipping, cannot be reclaimed by the Client from Axxès in the event of the return of the Toll OBUs.

If Axxès is obliged to carry out repairs and/or reconditioning because the Toll OBU has been damaged (e.g. partial or total alteration, markings, etc.), the costs of these operations will be payable by the Client according to the applicable price list, pursuant to Clause 25.

8. INVOICING

8.1. The invoicing of Subscriptions and payments due from the Client for the Axxès Services (including payments in respect of Tolls) will start from the date one which Axxès sends the Toll OBUs to the Client. Rates are revised annually.

8.2. Axxès Services give rise to two types of invoices:

- an invoice for Tolls per country
- an invoice for the services proposed by Axxès

8.3. Whenever a Subscription Request is cancelled by the Client, Axxès will have the right to withhold definitively, by way of compensation, all sums paid by the Client, except for the Security

Deposit, from which such sums may nonetheless be deducted.

8.4. Proof of the Client's Consumption will be constituted by the electronic records generated through the Toll OBUs.

Axxès will produce the Consumption statement of the Client on based on the data provided by each Toll Charger for the networks in which the Client has travelled. This statement is made available to the Client by download from the Axxès website subject to the conditions of use of the Axxès website. The Client may ask to receive a print copy of this statement by mail. This mailing will be invoiced according to the price indicated in Clause 25.

The Consumption statement will specify as at least, for each Toll OBU and each Transaction, the dates, locations, amounts, volume and description of the services provided.

This statement has no value for tax purposes. Axxès invoices Consumption per country indicating the country where the service was provided under European Union, and under the conditions defined in this clause.

The invoice does not represent a final settlement of the Client's account. Any omission will be billed subsequently. The Client remains liable for all payments corresponding to all its Consumption, notwithstanding any suspension or termination of the Contract.

8.5. For the calculation of amounts due to Axxès under the Contract, the indications provided by the Axxès information systems will prevail over any other means of calculation, except in cases where the Client provides proof of the malfunction of such systems. Any amicable claim concerning the items of a disputed invoice must be filed exclusively with Axxès. A claim does not release the Client from paying the disputed invoice.

In the event of a claim, Axxès will conduct an investigation. Any corrections further to the investigation will then be applied.

8.6. Invoicing terms and conditions:

Based on the Consumption statement, Axxès will invoice the sums payable by the Client for the relevant period pursuant to the transactions recorded and the services provided in the networks of the Toll Chargers.

Invoices will be issued on a bi-monthly basis. Depending on the Networks in which the Client has travelled, the invoices issued may take the following forms:

- a first invoice representing an advance payment in respect of consumption for the month;
- an additional invoice for the balance.

An email will be sent to the notified email address informing the Client of the issuance of the invoice and the date and amount of the sums to be debited.

By default, Axxès Services are invoiced electronically. The original invoice, with tax value, is available in the Client's online account. A copy, with no tax value, is also available.

If the Client does not wish to receive invoices electronically, the Client is responsible for subscribing to receive invoices in paper form according to the pricing terms set out in Clause 25. In this case, the original invoice will be mailed to the Client.

A duplicate or paper copy may be sent by mail to the Client at its request, at the listed price as indicated in Clause 25.

Each Client using the Electronic Toll System Services is responsible for complying with all VAT rules resulting from Axxès invoices in the context of its business.

9. PAYMENT TERMS AND CONDITIONS

9.1. The sums due pursuant to this Contract by the Client will give rise to invoices, which will be paid by direct debit within five (5) to seven (7) business days from the date of the invoice, in accordance with the amounts and conditions stipulated in the invoice. These payment terms may change, depending on the countries travelled in, subject to the prior consent of the client. Fines and other financial penalties due to offences committed by the Client on the network must be paid directly by the Client, not through Axxès.

9.2. Compliance with the due dates of all amounts payable to Axxès is an essential obligation of the Client under the Contract.

Axxès will apply fixed-rate recovery costs for every debit instruction returned unpaid. Without prejudice to its other rights, Axxès reserves the right to require the payment of daily interest in the event of total or partial non-payment of an invoice by its due date.

In accordance with Article L441-10 of the French Commercial Code, such interest will be calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing transaction, plus 10 percentage points, without however falling at any point in time below three (3) times the statutory interest rate in France.

Such interest will continue to accrue on any outstanding amounts, notwithstanding the termination or expiry of the Contract for any reason whatsoever. In the event of the non-payment of all or part of an invoice on its payment date, and after a reminder has been sent by post or email to no effect, Axxès may immediately suspend the provision of its Services.

Should the situation of non-payment persist after five (5) business days, Axxès may terminate the Contract with no need for any other formality.

The non-payment of all or part of any invoice within the contractual deadlines will result in all invoices already issued becoming due and payable until all invoiced sums have been paid. All such invoices will therefore be payable from the date of their issue until the date of their payment in full.

In accordance with Articles L441-10 and D. 441-5 of the French Commercial Code, any delay in payment automatically renders the debtor liable to pay a fixed sum of €40 for recovery fees, in addition to any late-payment penalties.

Additional compensation may be claimed, with supporting evidence, if the recovery fees incurred are higher than this fixed sum.

9.3. Toll transactions invoiced to Axxès in foreign currencies by toll chargers or competent authorities will be charged from the customer's account in euros. The amount of these transactions will correspond to the amount paid by Axxès, to which will be applied the customs exchange rate in force for the invoicing period on the network concerned. This rate will be available on the website <https://www.douane.gouv.fr/service-en-ligne/consultation-des-taux-de-change>

9.4 The Client may use the services of a third-party payment scheme whereby Axxès invoices under the Contract are settled by a third-party payer. In this case, the Client will inform Axxès about the scheme and provide Axxès with the Payer's bank details and direct debit authorisation, where applicable.

In all cases, the Client will remain liable for the payment of the amounts due to Axxès. The Client will be released from its payment obligation only after full settlement of the amount due by the designated third-party payer.

In case of default by the third-party payer, i.e. non-payment of invoice(s) by the due date, the Client hereby agrees to waive its benefit of discussion and settle immediately the unpaid invoices itself and at Axxès's first request. In the case of non-payment by the Client further to a default by a third-party payer, Axxès will have the right to automatically apply all the provisions of Clause 9 without formal notice.

The third-party payer representing the Client will be bound by the provisions of this Clause in the same manner as the Client.

10. LIABILITY

The obligations of Axxès under the Service Contract are best-efforts obligations. Axxès agrees to exercise the utmost care and to apply all the necessary diligence with respect to all provisions of the Axxès Service.

10.1. Limited liability

Should Axxès fail to perform all or part of its obligations under the Contract, the Client shall be entitled, subject to proving Axxès' fault, to claim compensation for the direct damage it has suffered and for which it. Regardless of the type, basis and form of action taken against Axxès, any compensation for direct damage due to the Client, except in the case of gross negligence by Axxès, may not exceed an amount equal to the sums owed by the Client for the Axxès Services in the period of two (2) months preceding the events that rendered Axxès liable. Axxès may not be held liable for the consequences of any errors in the calculation or determination of the Tolls, which are the exclusive responsibility of the Toll Chargers.

10.2. Exclusion of indirect damage

Axxès may under no circumstances be liable for:

- damage due to the total or partial non-performance of the Client's

own obligations;

- indirect damage, even if Axxès was aware of the possibility of the occurrence of such damage. The Parties expressly agree that the following constitutes indirect damage and does not generate a right to compensation: any financial or commercial damage, including, without limitation, any loss of data or clients, loss of earnings, additional costs associated with a change-over to another motorway network or to another issuer in the case of unavailability of the Axxès Service, loss of revenue, loss of cost savings, loss of business, loss of profit, any commercial disruption whatsoever, or any loss as a result of a breach or fault by a Motorway Operator involved in the performance of the Contract, as well as any action directed against the Client (except for infringement) by a third party.

10.3. Force majeure

On no account may Axxès be held liable for the adverse or prejudicial consequences of any Force Majeure event.

11. CONTRACTUAL DOCUMENTS

11.1. The Contract contains the entire agreement in relation to the obligations of the Parties as far as its purpose is concerned. It cancels and replaces any previous document and agreement between the Parties.

11.2. Axxès reserves the right to make any amendments to these General Terms & Conditions and to other contractual documents. Such amendments will be published on the Axxès website at least two (2) months prior to their entry into force.

Should the Client not consent to such amendments, he/she/it must terminate the Contract by letter sent certified mail, return receipt requested, prior to the expiry of the notice period. The absence of a response by the Client before the end of the notice period will be deemed to constitute unconditional acceptance of the amendments by the Client.

11.3. Notwithstanding the provisions of the preceding clauses, any amendment of the Toll Charger Special Commercial Terms & Conditions will be immediately reflected in the Contract without the need for any notice to be given.

The Client is informed that Axxès will digitize and electronically archive any correspondence and keep an electronic trace of it in accordance with the conditions stipulated by the AFNOR Z42-013 standard.

Should any one of the provisions of the Contract be found to be invalid or inapplicable, the other provisions will remain unchanged and will continue to apply as if the Contract no longer contained the invalid or inapplicable provisions.

12. DATA PROTECTION

The performance of the Contract requires the processing of the Client's personal data by Axxès. This processing is carried out according to the terms provided for in the Personal Data Agreement included in the Subscription Request.

Axxès processes personal data concerning the Client's employees, for its own account and in its capacity as data controller, for the purpose of managing customer relations, supplying the subscribed Axxès Services, executing sales transactions, personalising its services, producing statistics and anonymous information concerning the behaviour of road network users and the state of motorway traffic. To find out more about our management of personal data and the rights of data subjects, please see Axxès's privacy policy available at the following address: <https://axxes.fr/fr/politique-de-confidentialite/>.

For the application of this clause, all terms relating to personal data protection have the meanings defined by European Union Regulation 2016/679/EU.

13. GOVERNING LAW – DISPUTES

In the absence of an amicable settlement, any dispute that may arise between the Parties will be brought exclusively before the competent court in the jurisdiction of the Court of Appeal of Lyon (Cour d'Appel de Lyon).

This clause apply in the event of an action in warranty or multiple defendants. The language of the Contract is French. The Contract will be governed by French Laws alone. If there are any contradictions between the French version and another version of a document, the French version will take precedence.

14. NON-WAIVER

The fact that one of the parties does not invoke a breach by the other party of any of its obligations may not be interpreted as a waiver for the future of the right to rely on the obligation in question.

15. PROCESSING OF CLAIMS

15.1. Applications of the TC.SCTC

Any claim in connection with the Services must be submitted to Axxès.

a) If the claim falls within the scope of the responsibility of Axxès, Axxès will examine such claim and respond to it within one month.

b) If the claim falls outside of the scope of the responsibility of Axxès and involves, in particular, a claim regarding the amount of a Toll, Axxès will forward the claim to the Toll Charger insofar as it is a matter exclusively for the Toll Charger, as Axxès is not involved in the calculation of tolls. The claim will then be processed in accordance with the procedure agreed by Axxès and the Toll Charger in compliance with the regulatory provisions in force. The conditions governing this procedure will be notified to the Client immediately upon receipt of its claim.

Pursuant to Law No. 2008-561 of 17 June 2008 relating to the reform of the prescription period in civil matters, the period in which a claim must be notified is twelve (12) months from the date of the invoice for every party.

Information concerning the technical status of the OBU is only available for 8 months from the date of the journey. Any request to receive this information must be submitted to Axxès within 20 working days before the expiry of this period. Failing this, the request will not be processed.

16. SPECIAL TERMS FOR THE INTEROPERABILITY SYSTEMS IN FRANCE, SPAIN, PORTUGAL, DENMARK AND SWEDEN

The Customer may subscribe to the electronic toll service in his capacity of owner, driver, user, lessee or sub-lessee of the HGV. This subscription implies acceptance of these General Terms and Conditions of Service.

16.1. Applications of the TC.SCTC

The TC.SCTC are published on the Axxès website and only apply to Transactions carried out using the Toll OBU installed in the Vehicle duly declared by the Client either to Axxès or to the Toll Charger, which may request an individual registration for each Toll OBU. The TC.SCTC are freely drafted and amended by each Toll Charger.

The Client is informed that each Toll Charger has the right to conduct controls in connection with use of the Toll OBUs. Under amended French law no. 78-17 of 6 January 1978 (the French Data Protection Act), you have the right to access the information held about you by Toll Chargers and ask for it to be corrected or removed if necessary.

The use of a single Toll OBU by more than one vehicle when passing through a toll plaza is prohibited. Any such fraudulent use will result in the cancellation of any discounts available and the implementation of the measures stipulated by the Toll Charger or competent national authorities in the event of proven fraud (in particular the definitive cancellation of the application of its Specific Commercial Conditions).

Any other non-compliant use, and in particular any other use of a Toll OBU in a Heavy Goods Vehicle which does not correspond to its declared and recorded characteristics, will be invoiced at the full price.

The Customer is responsible for the accuracy of the data stored in the on-board equipment. In the event of inaccuracy, the customer will personally assume the penal or financial consequences. The user must check, and if necessary manually complete into the OBU, the weight category and the number of axles category of the tractor/trailer before making any journey on the networks concerned (see User Guide).

As soon as the Customer is aware of any event that could directly or indirectly affect the implementation of the Axxès service on the network, he must inform Axxès.

16.2. Manual processing

16.2.1 Manual processing in France

In the event of a malfunction of the Toll OBU or the toll equipment

in French Networks:

- on entry, the driver must take a ticket and present such ticket when exiting by taking a manual lane.
- on exit, the driver must present the Toll OBU to staff for it to be processed manually. Should the exit toll gate be fully automated, the driver must request assistance using the intercom (a call button on the magnetic payment terminal).

Any use of the Networks which does not comply with the procedure stipulated by this section will be undertaken at the expense and risk of the Client alone, notwithstanding the right of Axxès to claim compensation for any losses which it may suffer as the result of such non-compliance.

16.2.3 Manual processing in other countries

The procedure to be followed in the event of a malfunction of the toll equipment or Toll OBU will be the one stipulated on the Axxès website and, where applicable, by the operating rules of the Toll Charger or by any other applicable text.

16.3. Acceptance Network

Axxès reserves the right to extend or reduce the Acceptance Network for the Microwave Electronic Toll System and the services available.

Such modifications will be published on the Axxès website prior to their entry into force. The corresponding schedules will therefore be automatically modified as of right.

The extension of the Acceptance Network in conjunction with a possible technological upgrade may result in a change to the operating instructions necessary to enable the Toll OBU to function properly.

16.4 Personal data collected by Axxès as part of the performance of the Service (such as the name and address of the vehicle owner and the Customer) may be transmitted to the Toll Charger or the competent national authorities upon request justified on the basis of fraud or malfunctions contributing to the total or partial non-payment of the toll, or in the context of random checks.

16.5 To benefit from discounts on the ORESUND network, the Customer may either sign a contract with ORESUND directly or take advantage of the subscription service offered by Axxès (article 25).

17. TERMS SPECIFIC TO THE VIAPASS INTEROPERABILITY SYSTEMS IN BELGIUM

The Client may subscribe to the Viapass Satellite Toll Services in his/her/its capacity as owner, driver, user, renter or sub-lessee of the HGV. This subscription implies acceptance of these General Terms and Conditions of Service.

17.1. The Client then has the status of Taxpayer within the meaning of the law and the Belgian regulations in application of Decision 2009/750/ EC.

17.2. If the Client is not the Taxpayer, it must provide the full contact details of the taxpayer when subscribing to the Service, or later in the event of any changes.

17.3. When subscribing, the Client must provide the information required by the Belgian regulations in force, which can be consulted at www.axxes.eu.

17.4. Once again, the Client declares that it has provided Axxès with valid documents in order to proceed with the registration of its vehicles. It thus guarantees the accuracy and veracity of the said documents with regard to the applicable regulations.

17.5. The Client is responsible for the accuracy of the data stored in the on-board equipment. If there are any inaccuracies, the Client is solely responsible for the financial and/or criminal consequences. The user must verify and manually input into the OBU, where necessary, the weight category and category of number of axles in the tractor/trailer before making any journey on the VIAPASS network (see User Guide).

17.6. Axxès will send an e-mail summarising all the information provided by the Client to finalise the subscription. The subscription will only take effect once the Client has confirmed by email that all the information is correct, by virtue of which Axxès may not be held liable in the event of any error.

17.7. By derogation from Clause 4 of these General Terms and Conditions of Service, the Viapass Satellite Toll Collection service may be terminated at any time by the Client by letter sent certified mail, return receipt requested, it being specified that each month

commenced must be paid for and the termination of this service will not result in the termination of other Axxès services.

17.8. Personal data collected by Axxès in the course of its provision of the Service (such as the name and address of the vehicle's owner and the Client) may be transmitted to the VIAPASS when requested on the basis of fraud or malfunctions contributing to the total or partial failure to pay the toll, or in the context of random checks.

18. SUBSCRIPTION TERMS SPECIFIC TO ASFINAG AUSTRIA

The Client may subscribe to the Austrian toll service in his/her/its capacity as owner, driver, user, renter or sub-lessee of the HGV. This subscription implies acceptance of these General Terms and Conditions of Service.

18.1. Axxès is the Client's direct contact for any questions or complaints about the implementation of the service on Austrian territory.

As soon as the Client is aware of any event that could directly or indirectly affect the implementation of the Axxès service on Austrian territory, he/she/it must inform Axxès.

18.2. The delivery of the Austrian interoperability service offered by Axxès is dependent on strict compliance with ASFINAG's obligations, which can be found at <http://www.asfinag.at/toll/tolling-regulations> (in English), and on the provision of information when subscribing to the service about whether the vehicle is a bus or an HGV.

18.3. The Client acknowledges that he/she/it has been informed that if the competent Austrian authorities conduct an inspection, the HGV user must be able to present the vehicle Declaration supplied by Axxès in paper form. This document, which must be checked for accuracy under the sole responsibility of the Client, must contain:

- The HGV's registration number and country of registration;
- The OBU's PAN and serial number;
- The OBU bar code;
- The Euro class;
- The designation of Axxès as the service provider.

The Client undertakes to ensure that the document is permanently kept in the HGV to which it corresponds.

18.4. Compliance of the vehicle's declaration with ASFINAG's requirements requires consistency in the declaration between the vehicle's registration number, country of registration, Euro class and the OBU's PAN and serial number; the Client must carefully check this consistency and take full responsibility for the absence of a vehicle declaration or any errors in the declaration.

18.5. Personal data collected by Axxès in the course of its provision of the Service (such as the name and address of the vehicle's owner and the Client) may be transmitted to the ASFINAG inspection authority when requested on the basis of fraud or malfunctions contributing to the total or partial failure to pay the toll, or in the context of random checks.

19. TERMS SPECIFIC TO THE LKW-MAUT INTEROPERABILITY SYSTEM IN GERMANY

The Client may subscribe to the German toll service in his/her/its capacity as owner, driver, user, renter or sub-lessee of the HGV. This subscription implies acceptance of these General Terms and Conditions of Service.

19.1. Pursuant to German regulations (BFStrMG of 12 July 2011) in application of Decision 2009/750/EC the taxpayer is: the owner of the vehicle, the driver, the user, the person who determines the use of the vehicle and the person in whose name the vehicle is registered.

19.2 Pursuant to paragraph 1 of the BFStrMG, all German and foreign vehicles and articulated vehicles with a GVWR of at least 7,5 tons designed to transport good or used to this effect are subject to the toll. The conditions governing subjection to and exemption from the toll are available on the AXXES website.

19.3 Access to the German interoperability service proposed by Axxès is dependent on strict compliance with the obligations laid down by the BAG (independent federal agency that reports to the federal ministry for transport and digital infrastructure - BMVI).

19.4 Upon subscription, the Client must provide, in addition to the

information indicated in Clause 3.2 of these General Terms and Conditions of Service, the information required by the German regulations in force, and in particular the vehicle identification number (VIN) and a document (subject to acceptance by Axxès) certifying any installation of a particulate filter if the vehicle belongs to the S2 or S3 pollution categories (=EURO standard 2 and 3).

19.5 The Client is responsible for the accuracy of the data stored in the on-board equipment. In case of any inaccuracies, the Client is solely responsible for the financial and/or criminal consequences. The user must verify and manually input into the OBU, where necessary, the weight category and category of number of axles in the tractor/trailer before making any journey on the LKW-Maut network (see User Guide).

19.6 Personal data collected by Axxès in the course of its provision of the Service (such as the name and address of the vehicle's owner and the Client) may be transmitted to the BAG when requested on the basis of fraud or malfunctions contributing to the total or partial failure to pay the toll, or in the context of random checks.

19.7 In application of the LKW-Maut, the deadline for claims is set at two (2) months from the receipt by the Client of the toll statement/invoice.

20. TERMS SPECIFIC TO THE ITALIAN INTEROPERABILITY SYSTEM

20.1 To benefit from the discounts determined by the Italian State, Clients must have first joined a Consorzio. The Italian State has exclusive power to determine the terms and conditions for the granting of such discounts and for their amount.

20.2 The Client is responsible for the accuracy of the data stored in the on-board equipment. If there are any inaccuracies, the Client is solely responsible for the financial and/or criminal consequences. The user must verify and manually input into the OBU, where necessary, the weight category and category of number of axles in the tractor/trailer before making any journey on the Italian network (see User Guide).

20.3 The deadline for claims concerning Toll transactions invoiced by Axxès is 4 months from the Client's receipt of the invoice.

Claims concerning third-party Consorzio invoices are subject to the general terms and conditions applicable thereto.

20.4. Personal data collected by Axxès in the course of its provision of the Service (such as the name and address of the vehicle's owner and the Client) may be transmitted to Italian motorway operators when requested on the basis of fraud or malfunctions contributing to the total or partial failure to pay the toll, or in the context of random checks.

21. TERMS SPECIFIC TO THE AXXÈS FLEET MANAGER SERVICE

It is specified that, for the purposes of the after-sales service, technical support and/or the guarantee, by subscribing to the AFM service the Customer authorises Axxès to remotely connect to its Axxès Fleet Manager account, navigate the application with its own rights, and extract usage data other than personal data, if necessary. This connection is carried out in accordance with common professional practice. It is the Customer's responsibility to take any appropriate measures to keep their data confidential.

Data provided via the Axxès Fleet Manager services is used under the Client's sole responsibility.

22. TERMS SPECIFIC TO THE AXXÈS FLEET OPTIM SERVICE

Data provided via the Axxès Fleet Optim services is used under the Client's sole responsibility.

23. PROVISION OF SUPPLEMENTARY SERVICES BY THIRD PARTIES

Supplementary services to the Satellite Electronic Toll System may be provided on an optional basis to the Client at its request.

Such services will be provided by partners of Axxès, under their responsibility and in accordance with separate contractual conditions.

The services provided by Consorzio, and particularly the management of Italian discounts, are subject to this clause.

24. OPERATION OF THE TOLL OBU AND EMERGENCY/BACK-UP PROCEDURE

24.1. Axxès will use its best endeavours to provide the Client with

an operational Toll OBU and to maintain the Toll OBU in operational condition.

24.2. In the event of malfunction, theft, loss or destruction of a Toll OBU, the Taxpayer is not exempt from the payment of the Toll and must immediately contact the Axxès customer service department, which will provide instructions on the steps to take. The details of the emergency procedure are available on the website www.axxes.eu.

Throughout the emergency procedure, the Client must provide all information requested by Axxès or the Toll Charger and comply with their instructions.

24.3. On certain networks, in the absence of a connection with the Toll OBU, toll chargers may identify the Taxpayer by reading the vehicle's number plate.

24.4. Axxès may not be held liable in any circumstances for the financial consequences of the Client's failure to comply with the emergency/back- up procedure, inappropriate implementation of the emergency/ back-up procedure, or any fault by the Toll Charger in the context of the emergency/back-up procedure.

25. PRICES

25.1. Prices of services

	Invoicing	Unit price excluding tax
Administration fee if the number of badges subscribed to the contract is more than 5 badges in the invoiced month.	Per contract/month	€1.5
Ordering, activating and shipping of a Toll OBU	Per OBU	€22 by an Axxès advisor €17 via the Client's online account
Remote modifications to the characteristics the same vehicle	Per vehicle modified	€2 by an Axxès advisor €0 via the Client's online account
Declaring the loss/theft of a Toll OBU and cancelling the OBU 24/7	Per OBU	€20
Detailed consumption statement	Per statement	€5 per paper statement + €0.10/active OBU
Duplicate invoice	Per request Per invoice	€24 €2
Sending of electronic invoices by email or post	Per invoice	€3
Printing and sending paper invoices	Per invoice	€5
Mail grouping service	Per grouping code	€500
Maintenance fees for any OBU that has generated less than fifty euros (€50) in toll transactions on the TIS-PL network during the previous month	Per OBU	€2/month
Additional fee for express shipping in France	Per shipment	€10
Supply and shipping for a satellite toll OBU - 1 additional support - For 5 additional holders ⁽¹⁾	Per holder	€19 €4.60
Supply and shipping for a microwave toll OBU - For 1 additional adhesive holder	Per holder	€5
Supply and shipping of an additional power cable ⁽²⁾ - 1 additional cable - For 5 additional cables ⁽¹⁾	Per cable	€23 €11
Supply and shipping of a Satellic Viaxxès SAT adaptor cable in France ⁽³⁾ - 1 additional cable - 5 additional cables	Per parcel	€22 €77
Fixed recovery fees	Per rejected payment	€40
Fee for cash advance on toll revenue	Per month	1.5%
Currency exchange hedging costs on toll consumed in the country with foreign currencies	Per month	4.5%
Assistance with appeals against fines on the Viapass, LKW-Maut and ASFINAG networks	Per hour	€135
Registration for the ORESUND discount programme	Per 10 OBUs Per additional OBU	€17 €4
Change in ORESUND discount registration	Per account	€4
Fee for recovery via legal enforcement	Actual costs	

(1) For other volumes, please inquire. (2) Power cables can be supplied with or without cigarette-lighter connectors. (3) For outside France or for other volumes, please inquire.

25.2. Toll OBU return prices and terms

		Invoicing	Unit price excluding tax
Microwave toll OBU	Microwave toll OBU not returned	Per OBU	€20
	Return costs following termination		€10
Satellite toll OBU	Toll OBU returned in GOOD WORKING ORDER	Stopping the monthly subscription from the month following return	No fee
	Toll OBU returned in POOR WORKING ORDER or DAMAGED (scratches, marks)		€70
	Toll OBU returned DESTROYED or irreparable or NOT RETURNED		€180
	Return costs following termination	Per OBU	€20