

UTA MultiBox® - Terms of Contract

1. Subject-matter of the contract

By issuing the UTA MultiBox®, the company UTA enables her customers to participate in the electronic settlement of tolls with regard to European road networks, bridges and tunnels („use of infrastructure against payment“), as well as similar systems for electronic settlement of other services.

2. Use of the UTA MultiBox®

Enclosed to the UTA MultiBox®, the customer will also receive the instructions for use of the UTA MultiBox® which must be strictly adhered to: first-time operation and its subsequent use. It is the customer's responsibility to ensure the operational capability of the UTA MultiBox®. The same applies to providing the proper data and/or settings required for the UTA MultiBox®. The UTA MultiBox® is assigned to a specific vehicle registration number and, thus, must be used for this specific vehicle. The necessary control measures can be consulted in the instructions for use made available to the customer concerned. The UTA MultiBox® will remain the property of UTA.

The customer is obliged to ensure that each vehicle is equipped with only one UTA MultiBox® to avoid the risk of double toll transactions. Furthermore, the rebates offered by the toll companies will only be granted for one UTA MultiBox® per vehicle.

The companies operating the corresponding toll systems respectively their duly authorised representative („operating company“) are authorised, however not obligated, to exercise controls with regard to the proper use of the UTA MultiBox®, and are also authorised to confiscate the UTA MultiBox®, if it is not used according to contract.

3. Proof of Transaction

The proof of use of infrastructure against payment is made without any formal documents issued by the operating company, however, exclusively by means of electronic data transmission.

4. List of Rates/Tariff

UTA makes the UTA MultiBox® available against payment and performs services according to the list of rates/tariff referring to the UTA MultiBox®, which is available in its respectively valid version in the UTA Client Exclusive Section at www.uta.de. The UTA Client Exclusive Section can also be consulted by the customer, if a customer wants to modify or complement the services applied for. The corresponding modification of the service/rates will become effective on the first day of the following month.

5. Malfunction of the UTA MultiBox®

Once the malfunction or the defect of the UTA MultiBox® has been reported to UTA in writing, UTA will, as soon as possible, provide the customer with a personalised and ready for use replacement unit.

The customer is obliged to immediately - however, at the latest on receipt of the replacement unit - return the defective/damaged UTA MultiBox® (parcel by post to UTA). Should the malfunction or defect have been caused by the customer concerned, he will be invoiced the corresponding costs, according to the respectively valid rates stated in the "List of rates for the UTA MultiBox®".

The same applies, if the defective UTA MultiBox® has not been returned to UTA within 30 days (at the latest) after notification of its malfunction to UTA.

6. Theft or Loss of a UTA MultiBox®

To avoid any further unauthorised use of the device, theft or loss of a UTA MultiBox® must be notified to UTA immediately in writing. Instead of sending a written (paper) blocking notification, the customer may also notify UTA via the UTA Client Exclusive Section at www.uta.com.

After receipt of the notification, UTA will immediately inform the corresponding operating companies, as well as all other entities providing services in connection with the use of the UTA MultiBox®, about the theft/loss of the UTA MultiBox® and will request its blocking in the relevant systems.

However, UTA does not have any influence on the actual day/hour of effectiveness of the blocking in those systems, and, consequently, UTA will not be liable for any unauthorised use and/or possible unauthorised transactions effected in the meantime.

On the relevant customer's request, a new UTA MultiBox® can be delivered at the customer's expenses (see valid list of rates for the UTA MultiBox®).

If the UTA MultiBox® - which had been reported stolen or lost - is returned to the customer concerned within a period of four months after its date of blocking, the device must immediately be sent to UTA (parcel by post). In such case, and provided that the device is in good operational condition, the costs

possibly charged to the customer for the UTA MultiBox® will be refunded to the customer.

7. Liability/Indemnification

UTA will not be liable for any disadvantages due to abusive or improper use of the UTA MultiBox® or use other than specified in the existing contract. For the rest, any customer claims for compensation against UTA will be limited to those damages caused deliberately by UTA or through gross negligence of UTA.

Such exclusion of liability does not refer to bodily harm.

8. Communication of Data and Information

The customer is obliged to communicate to UTA all information required according to the present contract, and to inform UTA immediately about any modification with regard to the data and information required and provided to UTA on application. In particular, any change in business activity or company name, change of business location or any change regarding the vehicle fleet must be communicated to UTA in writing as soon as possible.

Furthermore, UTA must be informed in writing about any change in the customer's legal entity, such as cession or assignment of business assets, merger or division.

UTA is authorised to request - at any time - any up-to-date information with regard to the data and information necessary for fulfilment of the present contract and may, at any time, request copies of vehicle documents or other documents, data or information, which are required for registration of a customer with the operating company respectively in a toll system, and for which a UTA MultiBox® was personalised.

The customer authorises UTA to transmit the data received from the customer, for registration and/or the use of the UTA MultiBox®, to the relevant operating companies.

The same also applies to the customer data and/or documents requested from UTA by an operating company.

9. Contract Duration/Termination

The present contract becomes effective, once UTA has accepted the customer's application - after receipt by UTA of the customer's correctly completed UTA MultiBox® application form and the documents containing all data and information required and UTA's written confirmation of acceptance to the customer - however, at the latest upon receipt of the UTA MultiBox® by the customer. The customer may terminate the contract at any time by returning the UTA MultiBox® to UTA.

10. Termination and Consequences

In any case of termination of the present contract by UTA, the customer must immediately return (hand over or parcel by post to UTA) the UTA MultiBox® which had been placed at his disposal by UTA.

Until receipt of the UTA MultiBox® by UTA, all costs, according to the list of rates/tariff for the provision of the UTA MultiBox®, will be invoiced to the customer.

Toll amounts incurred due to unauthorised continuation of the use of the UTA MultiBox® will also be invoiced to the relevant customer. UTA herewith expressly reserves the right to any possible claims for indemnification.

If the UTA MultiBox® should not be returned within 30 days after termination, UTA will be authorised to invoice all costs relating to the UTA MultiBox® to the customer. If the customer returns the UTA MultiBox®, all services incurred referring to the UTA MultiBox® will be invoiced, including those relating to the month in which the UTA MultiBox® is returned to UTA and its receipt is confirmed by UTA.

UTA reserves the right to invoice any consequential charges due to transaction investigation/enquiries with regard to the proper use of the UTA MultiBox®.

11. Change of the present Terms of Contract/Change of Rates

The customer will be informed about any change of the terms and conditions of the present contract. By continuing to use the UTA MultiBox® after receipt of the corresponding notification of change, the customer automatically acknowledges the new terms and conditions. UTA will explicitly refer to this point in her notification of change.

12. Complementary Validity of the UTA General Terms and Conditions

In addition to the present Terms of Contract, UTA's General Terms and Conditions shall also apply in its respective version valid at that time. The relevant current version can be requested from UTA at any time or can be consulted at www.uta.de for download.

13. Severability Clause

Should a term or condition stated herein become invalid, all remaining terms and conditions of the present contract shall remain unaffected thereby.

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