Appendix no 2 to the Contract

General Terms and Conditions for post-paid accounts;
confirmation of the conditions for using toll roads and the terms and conditions for the provision of viaBOX

The present general terms and conditions for post-paid accounts; confirmation of the conditions for using toll roads and the terms and conditions for the provision of viaBOX constitute an integral part of the contract concluded for a post-paid account which includes confirmation of the conditions for using toll roads and on the terms and conditions for the provision of viaBOX between Kapsch Telematic Services Sp. z o.o. headquartered in Poleczki Business Park, Building A1, ul. Poleczki 35, 02-822 Warsaw, entered in the register of entrepreneurs kept by the District Court m.st. Warsaw, in Warsaw, XIII Commercial Division of the National Court Register KRS 0000340505, NIP 5277613469, acting on behalf of and for the State Treasury - General Directorate of National Roads and Motorways, under the Contract concluded with the General Directorate of National Roads and Motorways ("GDDKiA") concerning the design, delivery and service of the national electronic toll collection system and manual toll collection system,

hereinafter referred to as the “Company” and

the “User”, as defined below

("GTC to the Contract").

The Company and the User are hereinafter jointly referred to as "the Parties", and separately as "the Party". In connection with:

1. A statutory obligation of starting collection from 1 July 2011 of electronic tolls for the use of national roads or their sections resulting from the provisions of Article 13, passage 1, item 3, in connection with Article 13 ha, passage 1 of the Act of 21 March 1985 on Public Roads (consolidated text: Journal of Laws of 2007, No. 19, item 115 with later amendments) / ("Act on Public Roads"), the roads of which have been specified in the “Regulation” of the Council of Ministers of March 22nd 2011 on Determination of National Roads or Their Sections on Which Electronic Toll Shall be Collected,

2. Striving for performance of obligations imposed by the above legal acts on the General Directorate of National Roads and Motorways as the exclusive entity collecting electronic tolls and the User as the entity obliged to pay this toll.

3. An obligation for the entity collecting electronic tolls to offer installation of electronic toll devices in car vehicles as required to facilitate collection of this toll and, apart from this, taking into account the fact that the rights and obligations of the Parties to the present Contract have been specified in regulations of common binding law, that therefore the following Contract has a rank of confirmation by the User of the awareness of duties imposed thereon and rights granted thereto by the Act, as well as the determination of terms and conditions to be made available to the user of devices for the needs of collecting electronic tolls for installation in car vehicles and making use of these devices by the User, the Parties hereby declare as follows:

§ 1 Definitions

1. **Maximum Total Weight (MTW) authorized** means the maximum total weight of vehicle authorized and, in the case of a vehicle with a semi-trailer or a trailer, maximum total weight of vehicle with a semi-trailer or a trailer authorized.
2. **Toll Road** means a national road referred to in the Act of 21 March 1985 on Public Roads (consolidated text: Journal of Laws of 2007, No. 19, item 115 with later amendments) and listed in the Regulation of the Council of Ministers of [...] on the National Road Network or Their Sections on Which Electronic Toll Shall be Collected (Journal of Laws No.[...], item [...]).

3. **Electronic Toll** means a toll specified in Article 13, passage 1, item 3) and in Article 13ha of the Act on Public Roads, paid for the passage of the Vehicle on a Toll Road, in the amount depending on the covered section of the Toll Road, in accordance with the rate determined for covering of 1 kilometre of the Toll Road.

4. **Electronic Toll Collection System (ETCS)** means a system of electronic toll collection operated by the Company, whose primary task is calculation of the Electronic Toll by the viaBOX and other devices of the Electronic Toll Collection System while the Vehicle is being driven.

5. **User Account** means an account opened in the Electronic Toll Collection System (ETCS) for each User.

6. **viaBOX** means the electronic/on-board device, placed in the Vehicle, permitting transfer of data necessary for collection of the Electronic Toll. Detailed specification of the viaBOX is included in viaBOX user’s manual, being Appendix No. 3 to the present Contract. Property rights to the viaBOX shall be vested only to GDDKiA; The User shall not be entitled to any property ownership of the viaBOX.

7. **Record** means an entry containing data and information concerning a vehicle whose driver has committed a breach, enabling enforcement of penalty on the vehicle's driver.

8. **Controlling Entities** mean entities, defined in Article 13l, item 1 of the Act on Public Roads, and authorized, according to Article 13l of this Act, to control the correct payment of the Electronic Toll, including control of the viaBOX used in the Vehicle if required, as well as to apply and collect penalty fees. These entities are as follows:
   
   a) Officers of the Police;
   b) Inspectors of the Road Transport Inspectorate;
   c) Heads of customs offices and directors of customs chambers;
   d) Officers of the Border Guard.

9. **The Vehicle covered by the obligation of paying the Electronic Toll or the Vehicle** means an automotive vehicle as defined in Article 2, item 33 of the Act of 20 June 1997 - Road Traffic Law (Journal of Laws of 2005, No. 108, item 908 with later amendments), which also means a set of vehicles consisting of a car and trailer or semi-trailer with a maximum total weight authorized above 3.5 tonnes including buses, regardless of their maximum total weight authorized, for the use of which on the Toll Road the Electronic Toll is due.

10. **User** means the owner of the Vehicle or any other entity authorized by the owner to use the Vehicle for its intended purpose.

11. **Post-paid system** means the Electronic Toll Collection System on Toll Roads which are subject to the toll within the monthly settlement period according to the general terms of the post-paid account.

12. **Deposit** has the meaning given in §5 item 1.
13. **Regulation** of the Council of Ministers of [...] on Determination of National Roads or Their Sections on Which Electronic Toll Shall be Collected.

14. **Guarantee** has the meaning given in §7 item 1.

15. **Payment date** – the date of the GDDKiA account admission by the due amount.

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### § 2 General Provisions

1. These GTC to the Contract define:

   a) The manner and principles of collection of the Electronic Toll from the User on behalf of and for the GDDKiA, as well as principles of settlements between the Parties.

   b) The principles of making viaBOX available and the method of viaBOX use by the User.

2. The valid GTC to the Contract and the Contract template can be collected by the User directly at viaBOX Distribution Points or printed out from the [www.viatoll.pl](http://www.viatoll.pl) website.

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### § 3 Electronic Toll Collection System

1. The User confirms awareness of the obligation to pay the Electronic Toll on time and in due amount on the terms specified in the respective legal regulations as well as confirmed and specified in the Contract and these GTC.

2. The User confirms that is obliged to pay the Electronic Toll in order to drive on the Toll Roads using the Vehicle/Vehicles specified in Appendix No. 1 to the Contract. Any change in data contained in Registry card of the Vehicle/Vehicles, being subject to the Contract, requires changes in the Contract by an appendix which the Parties undertake to conclude within 5 working days following the occurrence of the above changes.

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### § 4 Making viaBOX available

1. Pursuant to the Contract, the Company is obliged to:

   a) Make available to the User a complete and technically efficient viaBOX for each registered Vehicle of the User.

   b) Deliver, according to the terms specified in § 5 below, a viaBOX replacement with the same or similar technical parameters in the event that the User has damaged or lost the viaBOX or when it has been damaged due to a disclosure of a factory defect.

2. The User:

   a) Undertakes not to change the data introduced to viaBOX by the Company nor to introduce any other or additional data. In the event of the transfer of ownership of the Vehicle to a third party the User may, on the terms specified by the Company and after concluding of a respective appendix to the Contract, retain the viaBOX in order to install it in another of the User's Vehicles; provisions in §10 item 3 below are applicable.
b) Undertakes to use viaBOX only in accordance with the due purpose under the provisions of the Contract, GTC, technical specification and the manufacturer’s recommendations contained in the attached instructions of viaBOX use, being Appendix No. 3 to the Contract.

c) Undertakes to duly protect the viaBOX against its loss or damage.

d) Undertakes to use a viaBOX which is switched on when driving on the Toll Road.

e) Only place the viaBOX in the Vehicle assigned to the User by the Company.

f) Should check within 7 days of receiving the parcel by courier mail, the correctness of the identification numbers of the viaBOX provided against the List of Registered Vehicles, which includes all viaBOXes and which should be delivered to the User. In the event of any inconsistency the User should contact the Call Centre (details available on [www.viatoll.pl](http://www.viatoll.pl)) for further instructions.

3. The viaBOX shall be provided to the User by the Company at the contact points (called “viaBOX Distribution Points”) which are listed on the [www.viatoll.pl](http://www.viatoll.pl) website or accordingly via direct shipment to the User’s address in the case of cooperation with fleet card issuers. The User shall install the viaBOX prior to using the Toll Roads. Should the User need any assistance, respective installation instructions shall be available in the viaBOX Distribution Points and on the website mentioned above. Additional information and assistance may also be provided by the trained personnel at the viaBOX Distribution Points.

§ 5 Replacement/ repair/ disassembly of viaBOX and refund of the Deposit

1. In order to indemnify any possible claims of the Company towards the User which can arise under default or improper performance of the obligation specified in §4, item 2, letter c) above, the User undertakes to pay a Deposit for every single viaBOX in the amount of 120 PLN within the first clearing period. The charge can be paid in any Distribution Point or via the bank transfer using the account number indicated by the Company.

2. The User pays the respective Deposit for the effective term of the Contract. In case of use of the Deposit by the Company for the purpose of satisfying claims referred to in item 1 above before the end of the effective term of the Contract, the Deposit is not returned to the User.

3. The User is obliged to report any viaBOX damage or loss immediately to the Company on the form attached as Appendix No. 4 to the Contract, available on [www.viatoll.pl](http://www.viatoll.pl), regardless of causes of loss or damage, as well as to deliver the damaged viaBOX to the Company. The damaged or lost viaBOX shall be disconnected by the Company from the system upon the receipt of the aforementioned form.

4. If viaBOX is damaged due to a factory defect, the Company shall be obliged to replace it with a new device within 3 working days from conclusion of an appendix to the Contract without charging any costs to the User Account.

5. In the event of viaBOX damage resulting from other reasons than a factory viaBOX defect the Company will use the Deposit according to item 1 above.

6. In the event of viaBOX loss or a situation as described in §11 item 5 below the Company shall be entitled to satisfy the claim concerning payment for viaBOX from the Deposit in the full amount, notifying the User about this action in writing. The User shall be obliged, before delivery of another
Appendix no 2 to the Contract

viaBOX by the Company, to pay the Deposit for another viaBOX to the Account referred to in item 1 above.

7. Within 5 working days from the date of delivery by the User to the Company of an efficient and intact viaBOX in connection with the lapse of the effective term of the Contract, the Company shall settle and refund the Deposit as set out in §8 item 3 below. However, in the case referred to in §11 item 3 below, the refund of the Deposit shall take place provided that a third person concludes the contract as described in §11 item 3 or returns the working viaBOX.

§ 6 Method of settlements resulting from legal regulations

1. Payment of the Electronic Toll is made in the post-paid system by using one of the following payment methods:

   a) fleet card/fuel card
   b) bank transfer

In the event of using bank transfer as a payment method the User shall cover the cost of transfer. Users who have chosen bank transfer as a payment method may also settle a debit note already issued by visiting any viaBOX Distribution Point and using the methods of payment accepted there (credit card, debit card or cash).

2. The Electronic Toll shall be charged per kilometre covered by the Vehicle on the Toll Road on the basis of rates of the Electronic Toll for a particular category of the Vehicle and Toll Road type, specified in the Regulation in subject to the §7 item 4 or 5 below. Rates valid as of the day of entering into the Contract are defined in Appendix No. 5 to the Contract. Any changes in these rates made by way of changes in the Regulation does not constitute Contract change and does not require any legal activity by the Parties. The User is thenceforth obliged to pay the Electronic Toll according to the rates specified in the Regulation. In the case of amendments to the Regulation the User who is the consumer receives a notice from the Company, in the form of Schedule 5 with the current rates of the Electronic Toll.

3. In the event of a breach by the User of provisions of § 4, item 2 a) or b), i.e. in the event when the viaBOX is in a vehicle other than the Vehicle, the Electronic Toll shall be charged per kilometre covered on the Toll Road according to the information sent by the viaBOX and on the basis of the rates of the Electronic Toll specified in the Regulation referred to in item 2 above and as Appendix no. 5, regardless of which Vehicle the viaBOX is installed in. The second and third sentences of item 2 and Appendix no. 5 shall apply accordingly. The User is obliged to pay as if the viaBOX was installed in the Vehicle. The above constitutes a violation of provisions from § 4 item 2 a) or b) and a violation of Article 13 i, passage 4a of the Public Roads Act.

4. The User pays the Electronic Toll after being charged by the Company. The payment proceeds by any payment method indicated in item 1 above within 14 days from the date of issue of the document which includes information on the amount of Electronic Toll charged. In the event that the Electronic Toll is not paid on time the GDDKiA has the right to benefit from the provision mentioned in § 7 below. At the same time the Company may change the User’s account to a prepaid one without protection, with a balance equal to 0 PLN. In such a case the User shall be obliged to comply with the GTC readable on the www.viatoll.pl website for this type of User Account without the need to change the Contract or other activities of the Parties. In the event of not paying the liabilities on time the User is obliged to add statutory interest to the due amount, calculated from the due date until payment and to pay the amount owed plus the interest.
Appendix no 2 to the Contract

5. If, during the period of change from a post-paid account with protection to a prepaid account without protection, in accordance with item 4 above the Company shall charge the User with the Electronic Toll which, in accordance with item 2 above, means that the User shall be obliged to pay the Electronic Toll charged in the way as mentioned in item 4. Failure to settle the Electronic Toll is a breach of the Act on Public Roads and is liable to the penalty referred to in this Act. In such cases the Company informs the Controlling Entities that the User has failed to pay the Electronic Toll on time.

6. The User receives the relevant documents as listed in item 4 above, which present the due amounts’ specification in respect of any Electronic Toll for a given settlement period and are sent to the postal address and/or e-mail address given in the Contract.

7. The GDDKiA shall claim through the court payable overdue receivables resulting from the Contract together with eventual interest at the statutory rate regardless of the administrative penalties that may be imposed in accordance with Article 13k of the Act on Public Roads by the entities mentioned in art. 13l, passage 1 of this Act.

§ 7 Guarantee

1. The User shall be obliged to present a guarantee of protection covering the entire expected tolls issued for the benefit of the GDDKiA in a monthly settlement period, for a period not shorter than 1 year, in the amount not lower than the expected amount of the Electronic Toll per one financial period, in the form of:
   a) a bank guarantee; irrevocable, unconditional and payable upon the first request.
   b) an insurance guarantee; irrevocable, unconditional and payable upon the first request.
   c) a monetary guarantee.

The User is obliged to maintain and supplement the Guarantee throughout the effective term of the Contract, subject to effects stipulated in item 5 below.

In the case of fleet card operators providing the guarantee for the user then this is the only form of protection required and no other form needs to be provided.

2. The amount of the Guarantee shall be determined by the Company based on the number of Vehicles registered or expected to be registered against the User Account and the expected usage by the Vehicles of the Toll Road network; the guarantee amount shall in no case be less than the sum, over all categories of Vehicle, of the amount of tolls due for driving 2,000 km on Toll Roads for a given category of Vehicle multiplied by the number of that category of Vehicles on the Account. The Guarantee should be concluded in accordance with the terms and conditions set out below:

\[
G = (\text{estimated number of km} \times \text{max toll tariff per km} \times \text{period until payment} \times \text{factor}) \times NV
\]

where:
- \(G\) – guarantee
- \(NV\) – number of vehicles covered by the post-paid contract
- 2000 – estimated number of km
- 0.53 – maximum toll tariff per km in accordance with Regulation
- 1.3 – factor (any interest, reserve due to inaccurate estimation of km)
- 1.5 – period until payment (1.5 months)

**EXAMPLE** – calculation for 1 vehicle

\[
G = 2000 \times 0.53 \times 1.5 \times 1.3 = 2067 \text{ PLN}
\]
Appendix no 2 to the Contract

EXAMPLE – calculation for 10 vehicles
\[ G = (2000 \times 0.53 \times 1.5 \times 1.3) \times 10 = 20\,670 \text{ PLN} \]

3. The Company shall send warning messages to all the User’s viaBOXes assigned to the User Account or by means of communication channels indicated in the Contract, informing that liabilities under the Electronic Tolls during a given moment have reached 85% of the value specified in the Guarantee.

4. The Company shall send to the User warning messages, referred to in item 3 above, at least once a day until the date when receivables under the Electronic Toll reach the amount of the Guarantee. On the other hand, a warning message sent to the address for correspondence of the User shall be sent only once.

5. In the event that during a given moment the amount of liabilities under the Electronic Toll reaches the amount equal to 99% of the Guarantee, the GDDKiA may exercise rights resulting from the Guarantee or may change the User Account to an account of prepaid type without protection and with balance equal to 0 PLN. In such cases the User shall be obliged to comply with GTC for this type of the User Account, the details of which are available on the www.viatoll.pl website, without the need to change the Contract or other activities. At the same time the Company shall send a message informing of the change in the type of the User Account to all the User’s viaBOXes assigned to their User Account and by means of communication channels indicated in §12 item 5 below.

6. If the User assigns additional Vehicles to the User Account, the Company has the right to request increase in the Guarantee amount according to the model defined in item 2 above and the User is obliged to satisfy this request within up to 5 working days.

7. The Company informs the User on the approaching expiation date of the Guarantee by sending appropriate information to all viaBOXes assigned to the User Account and by means of communication channels indicated in the §12 item 5 below, 60 days in advance, to give the User enough time to present the Guarantee no later than 30 days prior to its expiry date.

8. If the User fails to renew the Guarantee 30 days before its expiry date the Company will change the User Account to the prepaid mode without protection with a balance equal to 0 PLN. In such cases the User shall be obliged to comply with the GTC referring to this type of User Account, available on the Website www.viatoll.pl, without the need to change the Contract or other activities of the Parties.

9. In the event of a Bank Guarantee, Annex 7 to the Contract is applicable - relevant provisions of the Bank Guarantee. A template of the Bank Guarantee should be a general guideline as to the content of the Guarantee and the specific content will depend on the templates used in this field by individual banks.

§ 8 Refund of liabilities resulting from the Contract

1. Refund of all liabilities shall proceed by the same payment method by which the payment was originally executed by the User. If it is not possible, the payment shall proceed by way of transfer to the bank account of the User using the account number given by the User.

2. Instead of partial or total refunds of overpayment or incorrectly calculated Electronic Tolls, the amount due, as indicated in the document including information on the Electronic Tolls charged to the User for the next clearing period, shall be settled accordingly by putting the funds towards settling future toll charges, unless the User asked for a reimbursement of above mentioned funds in writing.
Appendix no 2 to the Contract

3. Refund of the Deposit is only possible after a return of a fully operational viaBOX.

4. If the refund is to be made in cash the User is required to submit a confirmation of payment of the deposit or registration card of the Vehicle which the viaBOX has been assigned to. The User agrees to refund the deposit for viaBOX based on these documents. The User will not make a claim to the Company nor go to the GDDKiA for a refund of the deposit using this method of payment.

5. The maximum amount that can be refunded in cash is 1000 PLN. In the case of a refund of a higher amount originally paid in cash the refund will be paid into a bank account using an account number provided by the User.

§ 9 Effective term of the contract

The Contract shall be concluded for an indefinite period.

§ 10 Renunciation of the Contract

1. The right to terminate the prepaid Contract without notice shall be vested in the Company if the User defaults or improperly performs the Contract and especially if:

   a) Changes without the Company’s permission in the place of the permanent installation of the viaBOX, in particular if it is rearranged in a vehicle other than the Vehicle, enters new data in the viaBOX or changes the existing data that was entered by the Company, subject to § 4, item 2, letter b) above.

   b) Gives, transfers or releases the viaBOX without making the Vehicle available to a third party, subject to § 11 item 3 below.

   c) defaults on obligations referred to §7 item 6.

In such cases the Company has the right to immediately settle the liabilities arising from the Contract.

2. If the Company terminates the prepaid Contract with the User without notice, on the basis of item 1 above, then in the case of concluding a new contract the User shall be obliged to contribute the Electronic Fee prior to the beginning of use of the Toll Roads, in the amount making it possible to cover the whole planned journey (this a prepaid account without protection).

3. The Contract may be terminated by either Party in writing with a two-month notice period which takes effect at the end of that current calendar month.

§ 11 Return of the viaBOX

1. The viaBOX shall be the exclusive property of the GDDKiA and the User may only use the viaBOX to the extent stated in the Contract.

2. After the lapse of the effective term of the Contract, the User, within 30 days, shall be obliged to return to the Company viaBOX in a condition that is not worse than its original condition, however, they shall not be liable for its wear resulting from proper operation of the device subject to item 3 below.
Appendix no 2 to the Contract

3. The Parties establish that in the case of a transfer of the rights to use viaBOX in this Vehicle to any third party provided, the User shall have the possibility to leave the viaBOX in the Vehicle it was assigned to if:

   a) The third party concludes with the Company, within 5 days after obtaining rights to the Vehicle, a contract concerning confirmation of the terms of use of toll roads and the terms and principles of making the viaBOX available if such a party has not concluded such a contract with the Company before or;

   b) An appendix to the previous Contract is concluded concerning confirmation of the terms of use of Toll Roads and the terms and principles of making the viaBOX available, changing Appendix 1 to the Contract, in a way that the description of the viaBOX referred to in this item, is added thereto.

4. If a party referred to in item 3 above concludes with the Company the Contract referred thereto and the Vehicle along with the viaBOX is released by the User then the User shall be obliged to immediately, but no later than on the next business day after transferring the rights to the Vehicle to any third party, inform the Company thereof, indicating a person to which these rights have been transferred together with their contact details.

5. viaBOXes not being used shall be returned to the Company within 1 year and 3 months since the last usage (Toll Road usage). In cases when viaBOX has not being used over a one-year period since the last registered usage, such information is processed by the Company’s system and the automatic registration to the Company’s observation DB of the viaBOX is completed, at which point the User will be informed. Not returning the viaBOX within a 1 year and 3 month period since the last registered usage of the viaBOX results in its automatic deregistration from the Company’s system. The deposit in such cases is not refundable.

§ 12 Final provisions

1. In cases not governed in the Contract and GTC, the Polish legal regulations including the Civil Code and of the Act on Public Roads shall be applied accordingly. Any disputes arising due to default or improper performance of the Contract shall be settled before the common court competent for registered office of the GDDKiA. For Users who are consumers the court's jurisdiction is determined by Polish law.

2. Any changes to the Contract shall be deemed invalid unless made in writing.

3. The Contract is drawn up in two identical copies; one for each Party. In case of any inconsistency the Polish version of the Contract and all appendices listed in item 9 below is the decisive one.

4. By the execution of the Contract the User hereby declares that it has become familiar with the content of legal acts concerning the obligation to pay the Electronic Fee, their rights and of obligations in this respect. In addition, they declare that the content of these acts is comprehensible. Legal acts are available at www.viatoll.pl.

5. The User indicates in the Contract the communication channels with the Company.

By the execution of the Contract the User:

   a) Hereby declares that all information provided in the Contract and/or appendices thereto is true and not misleading.
Appendix no 2 to the Contract

b) Shall also consent that the Entities involved in the functioning of the Electronic Toll Collection System, in particular the Toll Collection Authority, the Company and entities authorized by them, are allowed to electronically store and process information for the purpose of handling, usage and dealing with possible claims and statistical purposes according to the statutory laws.

6. The Administration of your personal data is the General Directorate of National Roads and Motorways with headquarters in Warsaw (00-848), at number 59 Żelazna Street. Given data will be processed for the purpose of concluding and implementing the Contract. In addition, your personal data may be used for marketing purposes including the sending of commercial electronic information to you, for example, in the form of a newsletter, if you will give a separate consent to this. The data may be available only to entities authorized by law. You have the right to access your data and the right to correct it. Giving the data is optional but necessary for the implementation of the Contract.

7. The Company declares that it commits to process the information given by the User in the scope defined by the item 5 letter b) above in accordance with the statutory laws.

8. Neither the GDDKiA nor the Company shall be liable for damage sustained by the User due to lack of operation of the viaBOX caused by its damage, loss or disclosure of a factory defect.

9. Appendices constitute an integral part of the Contract:

1. List of Registered Vehicles
2. General Terms and Conditions – available on www.viatoll.pl
3. viaBOX user’s manual – delivered together with the viaBOX
4. Formulary of viaBOX damage or loss reporting – available on www.viatoll.pl
5. Current Rates of the Electronic Toll – available on www.viatoll.pl
7. Relevant provisions of the bank guarantee – available on www.viatoll.pl
9. Copy of Extract of the Commercial Register/copy of an excerpt from the register of entrepreneurs or relevant document for foreign entrepreneurs (companies)
10. Copy of ID card or passport of the person signing the Contract
11. Copy of Registry card of the Vehicle
12. Copy of the document confirming EURO emission class