

A/S STOREBÆLT

TERMS AND CONDITIONS FOR STOREBÆLT ERHVERV (BUSINESS)

I. General

- 1.1 These terms and conditions ("the Agreement") apply to your ("the Customer") use of the discount product Storebælt Business ("the Product").
- 1.2 The Agreement will remain valid until terminated. Termination of use of the Product in itself is not a cancellation. The Customer may terminate this Agreement with 14 days notice. The same notice period applies to A/S Storebælt.
- 1.3 A/S Storebælt has the right to change the terms of this Agreement with 14 days notice. Notification of new terms can be done by regular mail, e-mail and SMS.
- 1.4 A/S Storebælt is entitled to transfer the Agreement in whole or in part to other companies in the Sund & Bælt Group without the consent of the Customer.
- 1.5 The Agreement is non-transferable for the Customer, and the Customer must not include other legal entities' turnover/passages into the calculation of the turnover discount. However, the Customer is entitled to let other legal entities' turnover/passages in the calculation of the turnover discount if, cf. Agreement points 3.3 to 3.8, (a) the Customer and the legal entity are affiliated, cf. the Danish Companies Act, or (b) the Customer is the responsible carrier for transport operations performed by the legal entity referred to, cf. the principle of the CMR Act §4. The Customer shall, at the request of A/S Storebælt, submit proof that the conditions to achieve the turnover discount relating to other legal entities' turnover/passages are met under the Agreement. If the documentation is not received within 10 days of submission of the request, the conditions shall be deemed not to be met, both backdated to a maximum of three years, and into the future.
- 1.6 It is a condition for obtaining discounts that the Customer has an agreement with an issuer that has an agreement with A/S Storebælt concerning the use of the issuer's OBEs and Storebælt e-Bookings in connection with payment for passage on the motorway link across Storebælt. The Customer can find an up-to-date list of these issuers on A/S Storebælt's website.
- 1.7 An OBE is a transponder that can communicate with the A/S Storebælt toll station and register the Customer's passage. It is a condition of the use of the Product that the Customer shall ensure that the OBE is used in accordance with the terms agreed with the issuer when the OBE is used when crossing Storebælt.
- 1.8 Storebælt e-Booking is an electronic purchase order system available at www.storebaelt.dk. Through the system, the Customer may order a code, called a Storebælt e-Booking, which gives access to one passage on the motorway link across Storebælt.

2. Use of the Product

- 2.1 The Product includes the use of OBEs and Storebælt e-Bookings at the toll station on the motorway link across Storebælt under the following conditions:
- (a) Passenger cars and small vans
Vehicles (i) up to 6 m in length, less than 3,500 kg, regardless of height, and (ii) vehicles over 6 m in length, less than 3,500 kg and less than 2.7 m in height.
- (b) Large vans and lorries
Vehicles (i) over 6 m in length, less than 3,500 kg and over 2.7 m in height and (ii) vehicles under 10 m in length, over 3,500 kg, regardless of height, and (iii) vehicles over 10 m in length, over 3,500 kg, regardless of height. Special conditions apply for special transports, see www.storebaelt.dk.
- (c) Coaches
Vehicles, which are clearly built and equipped to carry more than 9 persons including the driver, have a corresponding number of passenger seats for the vehicle and have not been adapted for any purpose other than carrying passengers when (i) the vehicle is less than 6 m in length or (ii) the vehicle is more than 6 m and below 2.7 m in height or (iii) the vehicle is 6-10 m in length and over 2.7 m in height, or (iv) the vehicle is 10-20 m in length and over 2.7 m in height.

3. Discounts

- 3.1 A/S Storebælt offers an OBE discount of 5 per cent on crossings for vehicles using OBE as a means of identification when crossing Storebælt.
- 3.2 For passages registered through OBE/Storebælt e-Bookings, A/S Storebælt offers an additional business discount of 5 per cent for cars, small vans and coaches, cf. Agreement points 2.1(a) and 2.1(c). Large vans and lorries cf. 2.1 (b) do not receive the additional business discount of 5 per cent.
- 3.3 A/S Storebælt offers a customer turnover discount on passages across Storebælt, if the Customer achieves an annual turnover on Storebælt, excluding VAT, OBE discount and any business discount, as stated in 3.6 to 3.8.
- 3.4 The turnover included in the discount calculation includes the passages recorded by the OBE/Storebælt e-Booking.
- 3.5 The turnover discount is calculated for a calendar year. Any rebate will be settled in January of the following year. If the Customer obtains the turnover discount in breach of 1.5, A/S Storebælt is entitled to demand that the excess settled turnover discount is repaid.
- 3.6 Passenger cars and small vans
The following discount amounts apply to the Customer's total turnover at A/S Storebælt for passenger cars and small vans, cf. 2.1 (a), with an annual turnover at the stated intervals:

Annual volume DKK, ex VAT	Discount amount, DKK
Less than 149,999	0
150,000 – 249,999	5,000
250,000 – 749,999	15,000
750,000 – 1,499,999	25,000
1,500,000 – 2,999,999	45,000
3,000,000 – 7,999,999	90,000
8,000,000 or more	250,000

- 3.7 Large vans and lorries
The following discount rates apply to Customer's total discount at A/S Storebælt for large vans and lorries, cf. 2.1 (b), for an annual turnover at the stated intervals:

DKK annual turnover ex VAT	Discount percentage
Less than 1,000,000	0
1,000,000 - 2,999,999	4
3,000,000 - 4,999,999	6
5,000,000 or more	8

- 3.8 Coaches
The following discount rates apply to the Customer's total turnover at A/S Storebælt for coaches, cf. 2.1 (c), for an annual turnover at the stated intervals:

DKK annual turnover ex VAT	Discount percentage
Less than 199,999	0
200,000 - 299,999	4
300,000 - 449,999	6
450,000 - 599,999	8
600,000 or more	10

- 3.9 Timed controlled discounts, which are primarily targeted at customers who use private cars, are not offered through OBE and Storebælt e-Bookings covered by the Product.

4. Handling of payment, discount and complaints

- 4.1 Billing and payment for crossing Storebælt using the Product takes place via the issuers that issued the OBEs associated with the Product. The issuer(s) of the OBEs also invoices e-Bookings, which may be issued to the Customer by A/S Storebælt. Billing and payment are made under the conditions that the issuer has established for this.
- 4.2 Complaints about insufficient discount calculated for a passage on Storebælt must be submitted to A/S Storebælt within 30 days of the crossing. Complaints concerning the calculation of a volume discount must be submitted to A/S Storebælt within 30 days of receipt of the statement.

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5. Storebælt e-Bookings

- 5.1 The Customer can set up Storebælt e-Bookings at www.storebaelt.dk using the customer number and a password issued by contacting A/S Storebælt. A Storebælt e-Booking gives access to one passage on the motorway link across Storebælt. In addition to setting up Storebælt e-Bookings, the Customer may delete unused numbers and view active and used items at www.storebaelt.dk.
- 5.2 Invoicing and payment for use of Storebælt e-Bookings is via the issuers of OBEs which handle payment for the use of these, cf. clause 4.1.
- 5.3 The Customer is responsible for setting up and using Storebælt e-Bookings under the Agreement until 24 hours after the time when (a) the Agreement shall terminate, (b) the Customer deletes the unused Storebælt e-Bookings, or (c) The Customer, by contacting A/S Storebælt by telephone within opening hours, requests a cancellation of Storebælt e-Bookings.
- 5.4 If the Customer's order information (customer number and password) is lost, e.g. because of burglary at the premises where the order information is stored, or through hacking of the Customer's IT systems, or the Customer otherwise becomes aware of unauthorised use of the Customer's order information, this must be communicated to A/S Storebælt by telephone within the opening hours, or via the Customer's own deletion at www.storebaelt.dk. The customer is liable for misuse until 24 hours after the time the Customer undertakes the deletion or the Customer has contacted A/S Storebælt, requesting the deletion.

6. A/S Storebælt's collection and use of customer information

- 6.1 When ordering the Product, the Customer shall provide a range of information, including company name, company CVR number, address, telephone number and e-mail address. If the Customer already has OBEs to be attached to the Product, the Customer must disclose the OBEs' serial numbers, customer numbers from the issuer and the issuer that issued the OBEs.
- 6.2 A/S Storebælt is the recipient of information about the Customer, including company name, address and e-mail address, from the issuer that has issued the associated OBEs to the Customer. A/S Storebælt will share updates of the information with the issuer as long as the Agreement runs. A/S Storebælt may disclose any information about the Customer to the issuer for the issuer's collection of correct payment from the correct customer for passage across Storebælt. By consenting to the Agreement, the Customer **consents** to the information exchange described.
- 6.3 If the Customer withdraws the consent in 6.2, this constitutes termination of the Agreement with immediate effect.
- 6.4 The information provided by the Customer, as well as the information that A/S Storebælt has transferred from the issuer, is used for the administration of the Product.
- 6.5 A/S Storebælt reserves the right, by regular mail, e-mail or SMS to send general information to the Customer, including the traffic situation on Storebælt.
- 6.6 To the extent that the Customer is an individual, the Customer has the right to access the personal information that A/S Storebælt holds on the Customer. The Customer also has the right to object to the handling and to request that inaccurate or misleading information be deleted or corrected. Enquiries about this can be made to A/S Storebælt via the contact details below.

7. Breach of contract

- 7.1 In the event of a material breach of the Agreement, A/S Storebælt may terminate the Agreement with immediate effect. A material breach is considered, among other things, to be the submission of incorrect or misleading information. In the event of termination of the Agreement, Storebælt shall block issued e-Bookings.

8. Jurisdiction and applicable law

- 8.1 The Agreement is subject to Danish law and disputes shall be brought before Københavns Byret (Copenhagen City Court).

Contact with A/S Storebælt can be made by telephone on +45 70 15 10 15, at info@storebaelt.dk or by writing to:
A/S Storebælt, Storebæltvej 70, DK-4220 Korsør.
Please also refer to www.storebaelt.dk for details.