

# A/S STOREBÆLT

## TERMS AND CONDITIONS FOR

### STOREBÆLT ERHVERV (BUSINESS)

#### I. Agreement

1.1 These terms and conditions (the "Agreement") apply to your ("the Customer") use of the discount product Storebælt Business ("the Product"). The Product is only offered to companies and self-employed persons and it is made available through A/S Storebælt, Central Business Register No 10634970, Storebæltsvvej 70, 4220 Korsør, email: erhverv@sbf.dk.

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 the Agreement with 14 days' notice. The same notice period applies to A/S Storebælt.

1.3 A/S Storebælt may change the terms of the Agreement giving 14 days' notice. Notification of new terms to the Customer can be done by regular mail, email and SMS. Any changes that do not disadvantage the Customer, may take place without any notice by publication on A/S Storebælt's website.

1.4 It is a condition for entering into the Agreement and using the Product that the Customer has a functioning automatic payment method that can communicate with A/S Storebælt's toll station and register the Customer's passage. The automatic payment method must be from a company that has an agreement with A/S Storebælt concerning the use of the automatic payment method on Storebælt ("the Toll Service provider"). On A/S Storebælt's website, the Customer can find an up-to-date list of Toll Service providers that have entered into an agreement with A/S Storebælt concerning the use of their automatic payment method on Storebælt. It is a condition of the use of the Product that the Customer shall ensure that the automatic payment method is used in accordance with the terms agreed with the Toll Service provider when the automatic payment method is used for crossing Storebælt.

1.5 When entering into the Agreement with A/S Storebælt, the Customer can also use Storebælt e-Booking in connection with payment for the passage on the motorway link across Storebælt. Storebælt e-Booking is an electronic purchase order system available at <https://ebooking.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. For more information about Storebælt e-Booking, see Agreement point 5.

1.6 The Agreement is non-transferable for the Customer. The Customer may, however, let others make use of an automatic payment method connected with this Agreement, provided that this use is in accordance with the terms agreed with the Toll Service provider. A/S Storebælt is entitled to transfer the Agreement in whole or in part to other companies within the Sund & Bælt Group without the consent of the Customer.

#### 2. Use of the Product

2.1 The Product includes the use of an automatic payment method for passage at the toll station at the motorway link across Storebælt for the following vehicles:

(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; (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](http://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. Discount terms and conditions

3.1 A/S Storebælt offers the Customer a 13 % discount on the list price per vehicle when using the toll station on the motorway link across Storebælt if, at the time of passage, the Customer meets all of the following requirements:

a) The Customer's vehicle must be registered in a business agreement with A/S Storebælt (this Agreement) either through the Toll Service provider chosen by the Customer or at [www.storebaelt.dk](http://www.storebaelt.dk);

b) The Customer's vehicle must be connected with a functioning automatic payment method from an approved Toll Service provider; see Agreement point 1.4, and said automatic payment method must be used to identify the vehicle at the passage;

c) The Customer's vehicle must comply with the relevant emission class, which means that either the vehicle must meet the "Euro 6" standards or it must be classified as a vehicle powered by hydrogen, LNG (Liquefied Natural Gas) or electricity. Please visit the website <https://storebaelt.dk/en/what-is-euronorm/> to learn more about emission classes; and

d) The Customer must ensure that, through the Toll Service provider chosen by the Customer, A/S Storebælt has received the relevant data on the automatic payment method as well as on the vehicle used by the Customer, including the PAN number (the bizz number) of the automatic payment method, the UNCECE vehicle class, the vehicle's licence plate, the country code of the licence plate, the emission class including the Euro class and fuel type.

3.2 In relation to the registered vehicle information that the Customer must provide to A/S Storebælt in accordance with Agreement point 3.1, A/S Storebælt will check whether this information is correct by either digitally making inquiries to the national vehicle registers or by validating the vehicle's certificate of registration, including the vehicle's identification number (the Vehicle Identification Number, hereinafter referred to as the "VIN Number").

a) If the Customer's vehicle is registered in a country where it is possible to make a digital inquiry to the national vehicle register regarding the Customer's vehicle, A/S Storebælt will check the Customer information in said vehicle register, and if the Customer's information is correct, the Customer is entitled to the discount in Agreement point 3.1.

b) If the Customer's vehicle is registered in a country where it is not possible to make a digital inquiry to the national vehicle register regarding the Customer's vehicle, the Customer must provide a copy of the original certificate of registration for the vehicle - either to A/S Storebælt on [www.storebaelt.dk](http://www.storebaelt.dk) or through the Toll Service provider chosen by the Customer. A/S Storebælt or the Toll Service provider chosen by the Customer will manually register and check the provided certificate of registration, including the VIN Number, and the Customer is then entitled to the discount in Agreement point 3.1. Subsequently, A/S Storebælt will verify the certificate of registration and the VIN Number. If the validation of the certificate of registration and the VIN Number shows that the vehicle information provided by the Customer is incorrect or incomplete, the Customer is no longer entitled to the discount, see Agreement point 3.5 below.

3.3 For the handling of the Customer's vehicle information described in Agreement point 3.2 b), A/S Storebælt will charge the Customer an administration fee of DKK 200 ("the Administration Fee"). The Customer will be charged the Administration Fee through the Toll Service provider chosen by the Customer when the Customer provides the certificate of registration. The Administration Fee covers the administrative expenses and the time spent on manually receiving, registering and checking, and subsequently validating, the Customer's vehicle documentation. The Customer cannot demand a refund of the Administration Fee - not even if the subsequent validation of the certificate of registration and the VIN Number shows that the Customer is not entitled to the discount in Agreement point 3.1. More discount and vehicle type information can be found at <https://storebaelt.dk/en/storebaelt-business>.

3.4 At all times, the Customer is responsible for keeping all relevant information required under this Agreement correct and up-to-date. If the information provided should change, the Customer must update said information with A/S Storebælt or the Toll Service provider of the automatic payment method immediately, and, at the same time, the Customer must ensure that the updated information is exchanged with A/S Storebælt. If the Customer does not obtain access to the discount in Agreement point 3.1 for passage on Storebælt because A/S Storebælt has not received the correct and updated information from the Customer through the Toll Service provider, the lack of discount for the Customer is solely a matter between the Customer and the Toll Service provider, and A/S Storebælt does not accept any responsibility in this regard.

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3.5 If the Customer does not meet all the requirements in Agreement point 3.1 at the time of passage on Storebælt, the Customer is not entitled to the discount, and the Customer will be charged the normal list price for the passage without any discount. If the Customer has obtained the discount wrongfully without meeting the requirements of Agreement point 3.1, the Customer must pay back the obtained discount amount to A/S Storebælt immediately. A/S Storebælt will check regularly whether the Customer has obtained a discount wrongfully, which could entail that the Customer is charged an additional fee, see Agreement point 4.3.

3.6 Timed controlled discounts primarily targeted at customers who use private cars are not comprised by the Agreement and the Product.

#### **4. Payment, complaints and additional fees**

4.1 The invoicing and payment for passages across Storebælt using the Product take place through the Toll Service providers that have issued the automatic payment method associated with the Product. The Toll Service provider(s) of the automatic payment method also invoices the e-Bookings which may be issued to the Customer by A/S Storebælt. Invoicing and payment take place according to the conditions that the Toll Service provider has established in this respect.

4.2 Complaints about a Storebælt crossing must be submitted to A/S Storebælt as soon as possible after the Customer becomes aware of the circumstances leading to the complaint. Complaints about insufficient discount calculated for a passage on Storebælt must be submitted to A/S Storebælt within 30 days of the crossing.

4.3 A/S Storebælt may charge the Customer an additional fee in addition to the claim for payment of the normal list price if the Customer crosses Storebælt without paying or if the Customer crosses Storebælt without paying correctly for the passage. An example of an incorrect payment is if the Customer has obtained a discount for a Storebælt passage according to Agreement point 3.1 without meeting the requirements for this. The Danish Minister for Transport shall determine this additional fee. Find more information on Storebælt payments, when an additional fee may be charged, and who is liable for a Storebælt passage in the Danish Sund & Bælt Act and on A/S Storebælt's website <https://storebaelt.dk/en/toll-station/>.

#### **5. Storebælt e-Bookings**

5.1 At [www.storebaelt.dk](http://www.storebaelt.dk), the Customer can set up Storebælt e-Bookings 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. For the Customer's use of Storebælt e-Bookings, the Customer shall pay the list price applicable at any time for the crossing of Storebælt. Storebælt e-Bookings do not give access to the discounts described in Agreement point 3. In addition to setting up Storebælt e-Bookings, the Customer may delete unused numbers and view active and used numbers at <https://ebooking.storebaelt.dk>.

5.2 Invoicing and payment for the use of Storebælt e-Bookings take place through the Toll Service providers of the automatic payment methods which handle payments for the use of these, see Agreement point 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 is terminated; (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 any ordered 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 any 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 <https://ebooking.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 by phone requesting the deletion.

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

6.1 A / S Storebælt will process a number of personal data about the Customer in connection with the Customer's order and use of the Agreement and the Product. A/S Storebælt's processing of personal data is described in Storebælt's privacy policy found at <https://storebaelt.dk/en/privacy-policy-for-www-storebaelt-dk/>.

#### **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, issued Storebælt e-Bookings will be blocked.

#### **8. Jurisdiction and applicable law**

8.1 The Agreement is subject to Danish law, and any dispute shall be brought before Københavns Byret (the Copenhagen City Court). For any enquiries, please contact A/S Storebælt at telephone +45 70 15 10 15, at [erhverv@sbfdk.dk](mailto:erhverv@sbfdk.dk), or in writing at A/S Storebælt, Storebæltvej 70, 4220 Korsør. Please go to [www.storebaelt.dk](http://www.storebaelt.dk) for more information.