

1. GENERAL PROVISIONS

1.1. The conditions are valid between:

- **UAB CRT Partner**, company code 302760841, legal address P. Lukšio 5B, Vilnius (hereinafter referred to as the **Seller**),
and
- The Company buying the services (hereinafter referred to as the **Buyer**),
Hereinafter the Seller and the Buyer collectively refer to as the **Parties**, and individually – as a **Party**,

Where the Seller provides the Buyer with the services for payment of roads, tunnels and other services in the European Countries (hereinafter referred to as the **Services**).

- 1.2. The General Conditions for Provision of Charge Management Services (hereinafter referred to as the **General Conditions**) enter into force after the Seller and the Buyer sign the Charge Management Service Agreement (hereinafter referred to as the **Agreement**).
- 1.3. The Buyer shall pay the Services using payment devices – Service Payment Cards (hereinafter referred to as the **Cards**) and/or the on board units installed in vehicles (hereinafter referred to as **OBU**) (hereinafter the Cards and OBU refers to as the **Devices**).
- 1.4. The Seller shall initiate provision of Services to the Buyer after the Seller and the Buyer sign the Charge Management Service Agreement, and the Buyer receives the Devices.
- 1.5. Under the Agreement the Buyer assigns and authorises the Seller to take all measures and act on his behalf, as well as to process the Buyer's data in the system of charge collectors and partners of the Seller, so to initiate Service provision. The Buyer also gives to the Seller the right to delegate his powers vested by the Buyer to third parties in order to provide the Services.

2. SERVICE PAYMENT CARDS

- 2.1. The Buyer may pay for the Services in some countries using the Card.
- 2.2. The Card may be used by the Buyer or his authorised persons only.
- 2.3. The Seller may ask the Buyer to provide the information about his authorised persons, who receive and use the related Card.
- 2.4. The Card shall be issued to the buyer after receipt of application and signing of the Agreement. PIN (personal identification number) of the Card shall be provided to the Buyer separately from the Card.
- 2.5. The Buyer undertakes to secure PIN and keep it separately from the Card (it is prohibited to write PIN on the Card), and disclose it only to the persons, who are authorised to use the Card. The Buyer shall oblige the authorised persons to secure and keep PIN in secret.
- 2.6. The Card shall remain the property of the Seller or third party, who was the owner of the card on the moment of its issuing to the Buyer. The Card may not be handed over to other persons; it should be protected against unauthorised use. It is prohibited to leave the Card in a vehicle unattended.
- 2.7. The Buyer shall inform the Seller immediately, if the card is damaged or works improperly. The Seller may, but is not obliged, issue to the Buyer a new Card. Where the Card is damaged through the fault of the Buyer, the Seller may demand that the Buyer would pay specific charge for changing of the Card.

3. ON BOARD UNITS (OBU) INSTALLED IN VEHICLES

- 3.1. The regulations applicable to Cards shall also refer to on board units (OBU) installed in vehicles, delivered by the Seller to the Buyer, and used for charge operations. After signing of an individual agreement for payment of related charge, each time the Buyer drives by paid road with OBU on, the OBU shall carry out charge payment operation.
- 3.2. The Buyer shall secure and take care of OBU, and ensure that it would function properly. Operation manuals and operation requirements shall be a part of the Agreement and shall be delivered together with the Device.

4. BLOCKING AND RETURN OF DEVICES, TERMINATION OF THE AGREEMENT

- 4.1. At any time the Seller may prohibit to use the Devices provided to the Buyer, terminate the Agreement or block the related Device.
- 4.2. Prior to taking of the above-mentioned measures the Seller shall give a notice to the Buyer.
- 4.3. In case of termination of the Agreement, notwithstanding whether the Agreement is terminated upon initiative of the Buyer or the Seller, the Buyer shall immediately return the related Devices (Card/s or OBU unit/s) back to the Seller.
- 4.4. If the Seller prohibits use the Device or blocks it, the Device shall be immediately returned back to the Seller or destroyed, upon request of the Seller. The Buyer shall also return the Device back in case of change of vehicle registration number, change of the Buyer's title, or when the vehicle is not used or is sold.
- 4.5. In case of special circumstances, the above-mentioned measures may be taken without giving a prior notice to the Buyer. The following circumstances shall be considered as follows:
 - When there are reasons to suspect that the Device is used by third parties,
 - The Buyer delays to pay for the Services under the Agreement or other agreements,
 - In case of withdrawal of debit or SEPA direct debit validity,
 - When the Buyer is the subject to bankruptcy case.

5. WARRANTY

- 5.1. The Buyer shall assert claims regarding quality (external defects) and/or quantity of the Devices provided by the Seller within 24 hours after their receipt. After expiry of the above-mentioned term the Buyer shall not receive the Seller's warranty. Claims regarding externally invisible defects may be asserted within 6 months after the date of receipt of the Device.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1. Rights and obligations of the Seller:

- 6.1.1. The Seller undertakes to provide the Buyer with an opportunity to use paid roads, tunnels and other services described in Annex No. 1 to the General Conditions and at the web page of the Seller, link: www.crtpartner.com.
- 6.1.2. The Seller undertakes to sell or otherwise provide the Buyer with the required Devices to be paid by the Buyer, and after the Buyer returns the Devices back in proper condition, the Seller undertakes to return to the Buyer back the amount paid for the Devices, unless otherwise is provided in the General Conditions.

- 6.1.3. The Seller undertakes to block the Devices after the Buyer gives notice about blockage necessity by e-mail info@crtpartner.com.
- 6.1.4. After the Buyer informs about loss, the Seller shall block the related Device. This may take up to 48 hours after the receipt of a notice about the lost Device. The Buyer shall be responsible for any operations with the lost Device done within 24 hours after the end of day, when the Seller received blockage application.
- 6.1.5. The Seller has the right to block the Devices unilaterally at his own discretion, where the Buyer delays the term of payment for the Services set forth in the agreements signed with the Seller.
- 6.2. Rights and obligations of the Buyer:
 - 6.2.1. The Buyer has the right to receive the Devices only after signing of the Agreement and providing of all documents required by the Seller, listed in the General Conditions of the Agreement and at the web page of the Seller, link: www.crtpartner.com.
 - 6.2.2. The Buyer has the right to receive statement of all Service operations on monthly basis.
 - 6.2.3. The Buyer shall provide in writing the list of vehicles to be equipped with the Devices and regularly inform the Seller in writing about changes in the list of vehicles. Where the Buyer fails to provide the list of vehicles or fails to inform the Seller on due time about changes in the list of vehicles, the Seller shall not be liable for the Service quality. Template of the list of vehicles is provided in Annex No. 2 to the General Conditions. The List of vehicles and changes shall be considered provided to the Seller, when the documents are provided by the Seller's e-mail info@crtpartner.com.
 - 6.2.4. The Buyer undertakes to check urgent information about the Service at the Seller's web page, link: www.crtpartner.com, and follow it. The Seller shall not be responsible for improper or poor quality Service, where the Buyer intentionally or unintentionally fails to follow the urgent information provided at the Seller's web page, link: www.crtpartner.com.
 - 6.2.5. The Buyer undertakes to pay for the provided Devices according to invoice. Number and price of the Devices shall be specified in the invoice for the Services provided in previous month.
 - 6.2.6. The Buyer has the right to return the Devices back to the Seller and recover the paid amount (the number and price of the Devices returned shall be provided in the invoice for Services).
 - 6.2.7. In case of loss of the Devices the Buyer undertakes to inform the Seller immediately by telephone +370-67191557 and within 12 hours to confirm in writing blockage of the Devices by e-mail info@crtpartner.com.
 - 6.2.8. The Buyer and his authorised persons shall secure the Devices provided by the Seller and prevent loosing or use not for purpose. In case of theft or loss of the Device, the Buyer shall immediately inform the Seller by telephone and then in writing by e-mail, attaching the Buyer's application and specifying the number of the related Device and registration number of the vehicle, as well as the country, place, time and circumstances. The same actions shall be taken in case of disclosing of PIN of the Card to unauthorised persons.
 - 6.2.9. Where the Buyer finds the lost Device, he undertakes to return it immediately back to the Seller or destroy it upon request of the Seller.
 - 6.2.10. The Seller undertakes to inform the Police about fraudulent operations or lost Device and provides the Buyer with a copy of the Police Report.
 - 6.2.11. The Buyer shall remain responsible after expiry of the above-mentioned term, if he is responsible for loss or improper use of the Device, especially when the Buyer fails to follow his obligations to take care of the Device or intentionally or unintentionally joined fraudulent use of the Device, and so fails to fulfil the obligations taken under the Agreement. Operations done with fake devices shall be also considered fraudulent.
 - 6.2.12. Depending on the Services purchased by the Buyer, he shall sign the obligations and agreements set forth in web page www.crtpartner.com.

7. ISSUING OF INVOICES AND PAYMENT PROCEDURE

- 7.1. Invoices of the Seller shall be issued in Euro; however the Seller may specify that the payment should be made in other currency. Service pricelist is provided by link www.crtpartner.com and in annex No. 1 to the Agreement.
- 7.2. Invoices for the provided Services shall be issued on the last day of the reporting month. Invoices shall be sent to the Buyer not later than within 10 calendar days after the reporting month.
- 7.3. The Parties hereby agree that electronic way and conditions of sending of invoices are standard way agreed by the Parties and meeting the authenticity and integrity conditions according to the Directives of the European Union (2006/112/EU; 28 11 2006). The Buyer hereby gives his consent that invoices would be sent him in electronic form (hereinafter referred to as an electronic invoice) by e-mail. For this purpose the Buyer specifies and confirms his actual e-mail address, assigned for provision (receipt) of invoices, which is set forth in the Agreement. The Parties hereby irrevocably agree that the invoice sent by the Seller to the Buyer shall be considered received by the Buyer in one calendar day after the date of sending of electronic invoice. In case of change of e-mail address of the Buyer specified in the Agreement the Buyer undertakes to inform the Seller immediately, but not later than within one calendar day after the date of change/invalidity of the e-mail address and specify a new actual e-mail address. Where the Buyer fails to fulfil or improperly fulfils the above-mentioned information obligations, the Seller has a right to send invoices to the e-mail address of the Buyer specified in the Agreement, as to an actual and valid e-mail.
- 7.4. Invoices shall be paid under the conditions set forth in the Agreement to the bank account of the Seller.
- 7.5. The Buyer confirms that he is agree that all claims regarding recalculation of amounts set forth in invoices issued by the Seller, scope, reasonableness and other criteria should be asserted within 2 days after the date of issue of invoice. Where there is no such claim, it shall be considered that invoices of the Seller are reasonable and the Services were properly provided to the Buyer.
- 7.6. Where the Buyer fails to settle the accounts according to the procedure established in the Agreement, the Seller has a right to demand from the Buyer to pay interests in the amount of 0.5% from the unpaid amount for every delayed day.
- 7.7. Where the Buyer fails to pay any amounts payable on due time, the Seller has a right to publish his demands in databases of debt collection companies without any prior notice, transfer his demands to debt collection companies and/or court institution, provide the Agreement and other information, related to the Agreement fulfilment, and in such case the Seller has a right to demand, and the Buyer undertakes to pay all expenses, incurred by the Seller as the result of debt recovery.
- 7.8. Payments made by the Buyer shall be distributed as follow: first – to cover the expenses incurred by the Seller related to the demand to fulfil the obligation, second – for payment of interests, third – to cover forfeit, fourth – for settlement of accounts for the major obligation share provided in the related invoice, and then for payment of prior issued and unpaid invoices.

8. SUCCESSION OF DEMAND RIGHT

- 8.1. Usually the Services are provided on behalf of the Seller and at the expense of the Seller according to the related agreements with the Service Provision Partner (charge collection service suppliers/ charge operators).
When it is impossible to do, the Buyer under the General Conditions authorises the Seller to vest powers on behalf of the Buyer to the Service Provision Partners, authorising them to pay charges to their collectors on behalf of the Buyer and at his expense. Then the Seller received the right to the pre-payment and expense amount, calculated by the related Service provision Partner for the Buyer and issues invoice to the Buyer on his behalf.

It is especially important in terms of official charges, collected as taxes, for example, charges paid in Germany. In such case the Buyer, upon the General Conditions authorises the Seller to ensure payment of charges referred to the charge collection operator on behalf of the Buyer and at his expense.

9. REPRESENTATIONS OF THE BUYER

- 9.1. The Buyer represents that he is informed and studied the invoice receipt and payment procedure in different European Countries as it is set forth in Annex No. 1 to the General Conditions and the Agreement.
- 9.2. The Buyer represents that he is informed and studied the additional conditions of the related charge collectors referred to the General Conditions. The Buyer shall be informed about the special conditions and signs the required documents while concluding the Agreement. The special conditions are provided at the web page of the Seller, link: <https://crtpartner.com/en/road-tax/>.
- 9.3. The Buyer represents that he is informed during cooperation in the field of German Road Tax collection payment the Buyer has to conclude an agreement directly with "AGES International GmbH & Co. KG" Company. The Seller shall initiate fulfilment of such business agreement instead of the Buyer, and "AGES International GmbH & Co. KG" Company shall pay road taxes on behalf of the Buyer and at his expense to German Road Tax Collector. Then the Seller shall receive the right of demand of the pre-payment and expense from "AGES International GmbH & Co. KG" Company and issue invoice to the Buyer. "AGES International GmbH & Co. KG" Company is a cooperation partner of "Toll Collect GmbH" Company, which is involved in administration of heavy vehicle road tax and invoice issuing. All mentioned above have no impact on tax obligations of the Buyer to the Seller.
- 9.4. The Buyer represents that he is informed that Road Tax collection/payment requirements, or other payment related to road charges in the Czech Republic shall be provided to the Buyer on the basis of contract conditions with electronic charge collection operators, directing the charges through Czech and/or Slovak commercial banks.
- 9.5. The Buyer represents that he is informed that a share of transactions for previous period may be delayed due to technical aspects of Road Operators of the European Countries. Such transactions shall be included into invoices for the following periods, and the Buyer shall not assert any related claims neither to the Seller, nor directly to Road Operators of the European Countries.

10. LIABILITY OF THE PARTIES

- 10.1. The Buyer is liable to the Seller for non-fulfilment or improper fulfilment of obligations by the Buyers employees, secondary and controlling companies, companies related to the Buyer and their employees while buying the Services under the Agreement conditions.
- 10.2. The Buyer is liable for purchasing of services using the Devices, made before informing about the necessity to block the Devices, i.e. within the terms set forth in Item 6.1.4 of the General Conditions.
- 10.3. The Seller is not liable for any loss of the Buyer, sustained as the result of restriction of right to use the Devices.
- 10.4. The Seller is not liable for false notices and applications regarding blocking of the Buyer's Devices.
- 10.5. None of the Parties is liable for partial or total non-fulfilment of the obligations taken under the Agreement, if he proves that the obligations were not fulfilled or were improperly fulfilled due to superior force (force majeure) circumstances (such as fire, flood, acts of God, explosions, riots, military actions, resolutions of the Government, strikes, lockouts or any other events and phenomenon), occurred after the date of signing of the Agreement, if the Party, who fails to fulfil his obligations, could not reasonably foresee, prevent and avoid such circumstances during signing of the Agreement. The Party, who cannot fulfil his obligations as the result of force majeure circumstances, undertakes to inform the other Party within 7 (seven) calendar days after the data of the appropriate event and provide the documents, confirming existence of such circumstances.

11. POWERS OF ATTORNEY AND DECLARATIONS

- 11.1. The Buyer authorise the Seller to represent the Buyer by transferring all required data of the Buyer to all the European Road Operators, other authorised institutions, providing the Services described in the Agreement and General Conditions, to provide all necessary declarations, receive related permits and keep the Service related records in the scope related to the provision of Services.
- 11.2. Wishing to use the Services set forth in Annex No. 1 to the General Conditions the Buyer shall fill in and sign powers of attorney, declarations and other documents listed by the link www.crtpartner.com.

12. NOTICES

- 12.1. All information related to the Agreement and notices should be formed in writing and considered properly served, if they are sent by registered mail to the addresses set forth in the Agreement, by facsimile equipment (with receipt confirmation), by e-mail or delivered to the legal addresses of the Parties, or delivered using other means, enabling fixing of the notice receipt. In case of change of addresses, bank account numbers and/or other details of the Parties, the Parties shall inform each other not later than within 3 (three) business days after the date of change of the data.
- 12.2. Notices include all prompts, notifications, requests and other documents set forth in the Agreement.

13. OTHER PROVISIONS

- 13.1. Data storage and transfer. The Buyer gives his consent that the Seller would store the data about the contractual relationships according to the related Law on Data Protection, regulating data management. Furthermore, the Buyer gives his consent that during the Agreement fulfilment his data would be transferred to third parties (for example, to service provision partners).
- 13.2. Financial security. The Buyer shall ensure financial security of the Seller, so that he could satisfy all claims related to charges or charge payment.
- 13.3. Where some provisions of the General Conditions are, become or seem null or void, or insufficient, other provisions shall remain valid. The null or void, or insufficient provision shall be replaced with the other provision (meeting legal requirements), which essence would be as close as possible to the replaced one, considering goals of the business relationships negotiated at the beginning of the relationships.
- 13.4. Settlement of disputes and applicable Law:
 - 13.4.1. Disputes shall be settled following the procedure established in laws of the Republic of Lithuania in courts according to the place of registration of the Seller.
 - 13.4.2. The Law of the Republic of Lithuania shall be applied to the Agreement.

14. ANNEXES

- Annex No.1. Description of the Services to be provided and countries.
- Annex No.2. Form of the list of vehicles of the Buyer.

Annex No.1

Description of the Services to be provided and countries

I. Roads

Row No.	Country	ZIP code	On board units installed in vehicles or vignette	Card (Toll Service Card)	Invoice to the Client is issued by
1	Germany	DE	OBU (Toll-collect)	Reserve payment method	TollCollect
2	France	FR	Combi-Box1 arba Combi-Box2	Reserve payment method	CRT PARTNER
3	Spain	ES	Combi-Box1	Reserve payment method	CRT PARTNER
4	Portugal	PT	Combi-Box1	Reserve payment method	CRT PARTNER
5	Italy	IT	Combi-Box1 arba Combi-Box2	No	CRT PARTNER
6	Czech Republic	CZ	Premid-Box	Reserve payment method	Mytocz
7	Austria	AT	Go-Box	Reserve payment method	CRT PARTNER
8	Polish National Roads	PL	Via Toll	Reserve payment method	ViaToll
9	Polish A1 and A2 roads	PL	Ne	Main payment method	CRT PARTNER
11	Polish A4 road	PL	Combi-Box1 arba Combi-Box2	Reserve payment method	CRT PARTNER
12	Slovakia	SK	SkyToll-Box	Reserve payment method	SkyToll
13	Norway	NO	Autopass	No	CRT PARTNER
14	Danish roads	DK	Eurovignette	Main payment method	Belastingdienst/ Centrale administratie
15	Danish ferries and bridges	DK	Autopass	No	CRT PARTNER
16	Swedish roads	SE	Eurovignette	Main payment method	Belastingdienst/ Centrale administratie
17	Swedish ferries and bridges	SE	Autopass	No	CRT PARTNER
18	Luxemburg	LU	Eurovignette	Main payment method	Belastingdienst/ Centrale administratie
19	The Netherlands	NL	Eurovignette	Main payment method	Belastingdienst/ Centrale administratie
20	Belgium	BE	ViaPass	Reserve payment method	ViaPass
21	Switzerland	CH	Ne	Main payment method	Oberzolldirektion
22	Romania	RO	Rovignette	No	CRT PARTNER

II. Tunnels

Row No.	Tunnel	Country	ZIP code	On board units installed in vehicles or vignette	Card (Toll Service Card)	Invoice to the Client is issued by
1	Frejus/Montblanc	Italy/France	IT/FR	Frejus/ Mont Blanc kortelè	No	CRT PARTNER
2	Westershelde	The Netherlands	NL	t-tag	No	CRT PARTNER
3	Liefkenshoek tunnel	Belgium	BE	Combi-Box1 or Combi-Box2	No	CRT PARTNER

Notes:

- In all cases, the Buyer shall transfer the funds for the provided services to the bank account of the Seller (CRT).
- Documents to be filled in and ORDER forms are provided at the web page of the Seller (CRT), link: www.crtpartner.com.
- Information about road, tunnel charges and other services in the European Countries is provided at the web page of the Seller (CRT), link: www.crtpartner.com.



Annex No.2

Form of the list of vehicles of the Buyer

Company _____ **Date** _____

Row No.	Vehicle make	Vehicle registration number

Signature of the authorised person
