

# TELEPEAGE LIBER-T: General terms and conditions of use of the intercompany electronic toll system for light vehicles (1st October 2021)

## Introduction

The intercompany electronic toll payment system offers light vehicle users the possibility of using electronic payment lanes using an electronic badge, when using motorway tolls, toll structure operators and car park operators, and provides a single invoice for the consumed amounts.

### I. Issuing company

The electronic badge is issued by **sanef** or **sapn** with a share capital of 53,090,461.67 euros / 14,000,000 euros, registered at the Nanterre Company and Trade Register under the number B 632 050 019 / B 632 054 029 and whose registered office is located at Le Crossing, 30 boulevard Gallieni, 92130 Issy les Moulineaux, hereafter referred to as "The issuing company", acting on its behalf and, by virtue of a common reciprocal mandate and on behalf of the concessionaire motorway companies, toll structure operators, and car park operators accepting the electronic badge as a method of payment for the amounts due for the use of the above mentioned structures.

### II. Purpose of the contract

The purpose of this contact is to provide the Holder with electronic badges accepted by French motorway concession company networks, toll structure operators (except for the Mont-Blanc and Fréjus tunnels), and, unless the special terms and conditions explicitly restrict it, car park operators having equipment indicated by the "t" symbol, for the payment of the sums due for use of the above mentioned structures.

On request, the Holder may have one or more additional passes under the terms defined by the price lists attached herein.

### III. Contract Holder

The contract Holder is a private person or legal entity to which the issuing company has issued one or more electronic badges.

### IV. Contract subscription - Guarantee

#### IV.1 Subscription

Subscription to the contract and the delivery of electronic badges are subject to bank identification details and direct debit payment from an individual account held by a banking establishment located in one of the countries of the "Single Euro Payments Area" (SEPA)<sup>(9)</sup> zone.

Any person wishing to subscribe to this contract must provide the company with the following documents:

- for individuals, a written proof of identity and/or domicile, for legal entities, an extract from the Company and trade register or equivalent, as well as a power-of-attorney authorising the signatory to sign in the name of the aforementioned legal entity,
- a completed, dated and signed subscription application
- a completed, dated and signed SEPA direct deposit authorisation; the direct deposit becomes null and void at the end of 36 months without direct debit payment,
- Full bank (RIB), post office (RIP), or savings bank account details (RICE) in the IBAN format (Issuing Bank Number Identification)
- Depending on the terms of payment accepted by the issuing company, the contract Holder may have to provide additional guarantees.

By signing the subscription application, the applicant declares accepting these general terms and conditions and the subscription price lists for the attached intercompany electronic toll payment.

The issuing company is free to decline a subscription request for a legitimate reason, such as the termination of a previous contract by one of the issuing companies for fraud or failure to pay.

#### IV.2 Payment guarantee

A guarantee payment can be requested when the contract is subscribed and/or in progress.

It shall be valid during the complete duration of the contract and shall guarantee the payment by the Holder of all sums due the issuing company under the contract, including, if need be, fees for the failure to return the electronic badge in good condition.

The payment guarantee shall be performed by a deposit, by a bank guarantee or another equivalent means accepted by the issuing company. If the payment guarantee is a deposit for each electronic badge, the aforesaid deposit does not produce interest for the Holder (see attached price list).

The issuing company may request the increase of the amount of the payment guarantee on the first payment default or, for traders, in the event of a risk of insolvency. The amount of the guarantee requested by the issuing company is limited to three times the highest monthly turnover including VAT by the Holder for all the structures set out in article II over the previous twelve months.

At the end of the contract, the payment guarantee shall be released within 60 days (unless there are more favourable terms in the issuing company's specific terms and conditions) following the direct debit date of the last invoiced trip, and after settlement of the sums due by the Holder under this contract, including, if need be, fees for failure to return the electronic badge in good condition. Failing which, the payment guarantee shall be used.

### V. Contract duration - Effective date

The subscription contract is entered into for an indefinite duration and takes effect as soon as the Holder receives the first electronic badge, under reserve of the issuing company special terms and conditions.

### VI. Use of the electronic badge

#### VI.1 Terms applicable to all uses

##### A - General

The Holder must comply with the policy and operations regulations applicable on motorways, toll structures and car parks.

The Holder is solely liable for the use of the electronic badge delivered and undertakes to respect all the usage instructions made known, especially:

- not to have more than one active electronic badge in the vehicle (an electronic badge is considered active if it is not in its provided protective sleeve)
- to place the active electronic badge correctly on the windscreen according to the instructions in the user manual delivered with the electronic badge by the issuing company.

Failure to comply with these instructions may deteriorate the service and the Holder risks invoicing anomalies.

It is the effective presence of a valid, active and correctly positioned electronic badge in the vehicle that allows the Holder to avail itself of the Liber-t contract and prerogatives attached to this quality. Under these conditions, the Liber-t transaction prevails and excludes all other methods of payment, even partial, of the amount due. If the Holder wishes to pay the sum due outside the scope of the Liber-t contract, the former must place the badge in non-active mode.

The electronic badge is independent of the vehicle and can be used by the Holder in different vehicles. However, under no circumstances should it be used at the same time for several vehicles that are following each other in the same toll lane or in different toll lanes.

##### B - Replacement, withdrawal of the electronic badge

The electronic badge remains the property of the issuing company which can take the initiative to withdraw it and/or possibly replace it in the event of termination of the contract by the issuing company, due to fraud, alteration or counterfeiting of the electronic badge or incompatibility with improvements made to the electronic toll system.

In the event of the technical failure of the electronic badge, or to prevent any incidents related to its normal wear, the issuing company shall replace it against the return of the former badge, free of charge and as soon as possible. If after verification the defect is attributable to the Holder, the issuing company shall invoice this former the cost of the deteriorated electronic badge (see attached price list).

In the absence of a valid and active electronic badge, another method of payment shall be required.

An invalid electronic badge may be confiscated by the issuing company staff or the staff of a company set out in article II.

The rental and sale of the electronic badge by the Holder are prohibited under penalty of immediate contract termination.

#### VI.2 Terms applicable to the use of electronic badges for motorways and toll structures

##### a. Definition of authorised classes

On the network of motorway operators and electronic toll structures, the electronic badge is used by the Holder to pay tolls for vehicles in toll classes 1\*, 2\*\*, 5\*\*\* and those that can be declassified into toll class 1\*\*\*\*.

\* class 1: vehicles or driving units with a total height of less than or equal to 2 metres and with an authorised loaded weight less than or equal to 3.5 metric tons.

\*\* class 2: vehicles or driving units with a total height greater than or equal to 2 metres and less than 3 metres and with an authorised loaded weight less than or equal to 3.5 metric tons.

\*\*\* class 5: motorcycles, side-cars and trikes.

\*\*\*\* vehicles declassified as class 1: vehicles declassified as class 1: class 2 vehicles modified for transport of the disabled (while entering the toll lane, on presentation of the vehicle registration certificate bearing the note "disabled").

##### b. The Holder's expected behaviour at a toll structure

To benefit fully from the electronic toll service, the Holder must use the lanes indicated by the "t" pictogram on entry to the payment lane.

Class 1 vehicles must use the electronic payment lanes reserved for this class in priority (usually fitted with a height limitation bar at 2 metres).

Class 2 and 5 vehicles fitted with a Liber-t electronic badge must use the lanes fitted with a "t" pictogram on entry and a lane fitted with a "t" pictogram without a height limiting bar in the payment lane.

The Holder undertakes to respect:

- the traffic signs reserved to vehicles accepted in the lanes (class, height limitation bar, reserved for class 1 light vehicles, reserved for class 5 motorcycles, etc.),
- traffic lights,
- the barrier and barrier lights,
- a minimum distance of 4 metres between vehicles when entering toll lanes or payment lanes,
- the recommendations and regulations contributing to safety.

In the absence of valid entry information, the motorway company reserves the right to apply on exit the price for the most expensive trip for the exit toll in question.

##### c. Behaviour of the Holder in special situations

In the special situations referred to below, the Holder passing through a reserved electronic toll payment lane (having only the "t" pictogram) is likely to have an increased price applied (most expensive trip, higher class). Special situations:

- ⇒ Invalid entry data (incompatible trip, expired validity period).
- ⇒ Class 5 vehicles using reserved lanes with 2 metre height limiters: by default class 5 vehicles using this lane are invoiced as class 1.

Other situations:

- ⇒ In the event of a badge malfunction or electronic toll equipment malfunction, the Holder must take a ticket at the distribution station and hand it in on exit (to the toll attendant or, for an automatic lane, in the payment station ticket reader provided to this end).
- ⇒ On passage through an automatic lane, the Holder using a class 1 vehicle with a load on the roof (total height greater than 2 metres) must stop in front of the payment station and use the assistance system available.
- ⇒ The Holder using a class 2 vehicle adapted to transporting disabled persons may benefit from declassification by using a lane with a toll attendant and showing its electronic badge and its vehicle registration certificate. In the absence of a toll attendant lane, the operator can be called using the intercom in the automatic lane.

In the automatic lane, faced with any special situation, the Holder may use the assistance system available making it possible to speak directly with an operator via the intercom.

The use of a Liber-t badge by a class 2 vehicle in a lane reserved for class 1 (fitted with a height limiter) or by a class 3 or 4 vehicle is not authorised and is considered a fraud.

#### VI.3 Terms applicable to the use of electronic badges in car parks

In the car parks referred to in article II, the electronic badge is used by the Holder to pay the sums due by using the exit lane(s) marked by the "t" pictogram. The allowed vehicle size and possible restrictions as to the admittance of LPG must be verified before entering.

### VII. Claim against the use of the electronic badge

The Holder can only cancel the use of the electronic badge in the event of its theft or loss.

Claims must be immediately declared with points of sale or customer service of the issuing company by every possible means and confirmed in writing (post, fax, and e-mail) as soon as possible by imperatively

mentioning the electronic badge number.

Invalidation of the badge is carried out as soon as the above mentioned declaration is received.

The issuing company cannot be held liable for the consequences of a claim that was not made by the Holder or his/her authorised representative. On request from the Holder, an electronic badge with a

different number is issued as soon as possible.

Unless provisions stipulated in the issuing company's special terms and conditions state the contrary, a new payment guarantee is required from the Holder.

If the Holder retrieves the declared, lost or stolen badge, it must be returned to the issuing company by registered post or deposited in exchange for a receipt in one of its points of sale centres of this latter.

The settlement or release terms for the payment guarantee are defined in article IV above.

Use of an electronic badge declared, lost or stolen by the Holder is considered an abuse and may lead to termination of this contract.

### VIII. Return of the electronic badge

#### VIII.1 On the initiative of the issuing company

In all cases in which the issuing company shall request the return of the electronic badge(s) (especially for the replacement of a cancelled badge that has been recovered by the Holder or in the event of failure to return upon termination of the contract), the Holder must return the badge within 30 days of notice from the issuing company.

On failure to return the electronic badge, or if the badge is returned in poor condition, within the 30 day deadline, and depending on the case, non-return fees and possibly the payment guarantee are immediately due and permanently acquired by the issuing company; any possible management fees indicated in the special terms and conditions shall be invoiced to the Holder. In all the above cases, the electronic badge can be returned to an issuing company centre in exchange for a receipt. The amounts for valid trips using an incorrectly used electronic badge shall be claimed independently of the criminal proceedings which the issuing company reserves the right to initiate.

#### VIII.2 On the initiative of the Holder

The Holder may return the electronic badge(s) at any time.

The return of an electronic badge in poor condition shall trigger the invoicing of the said badge at the applicable price, or the use of the payment guarantee by the issuing company.

The return of the electronic badge is without prejudice to the special terms and conditions relating to management fees attached to the contract.

### IX. Modification of the Holder identification

When the Holder changes address, SIRET, company name or corporate name, the change must be notified in writing to the issuing company within 30 days.

When the Holder changes bank account, he/she must inform the issuing company which shall provide the document required for this change. The modification shall take effect at a maximum of 40 days after receipt by the issuing company of the above mentioned document correctly completed and with the new bank details in the corresponding IBAN format. If for any reason whatsoever, the change in bank accounts leads to the end of validity of a guarantee; the Holder must provide an equivalent guarantee without interruption of the latter.

Failure to comply with these clauses or the revocation by the Holder of the SEPA direct debit authorisation leads to the legal termination of the contract.

### X. Invoicing and payment

#### X.1 Invoice elements

The issuing company draws up the balance of transactions (trips and car park use) made by the Holder during the previous invoicing period. The consumption statement specifies, for each electronic badge and for each transaction:

- for trips on motorways (for which it is noted that on the national toll motorway network with sections operated in common by several of the companies in article II, some sections can be split on the trip statement by the motorway operator in question):
  - the date of passage through the toll,
  - the toll class,
  - the route taken,
  - the toll amount including VAT

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- for the use of car parks:
  - the car park exit date,
  - the car park amount including VAT
  - the car park name.

The invoice and the statement listing the transactions defined in this article are the only documents issued; the recording of the transaction in the toll lane or on exit from the car park is a proof of passage.

## X.2 Invoicing methods

Based on the transaction report, the issuing company invoices the sums due by the Holder for the period in question for the transactions on the networks of the operators referred to in article II, and all sums due by the Holder covered under this disputed

This invoice specifies the direct debit date.

The invoice does not represent the balance of all transactions carried out by the Holder during the period in question. All transactions carried out in the period, but not shown on the statement, shall be carried over to one of the following invoices.

The invoice, unless there are special terms and conditions from the issuing company, is published in paper format and sent to the Holder on a monthly basis.

However, according to the issuing companies, individuals and legal entities not subject to VAT, in exchange for paper invoices during the subscription of the contract or in the course of its fulfilment, can have the possibility to opt for the "Internet invoice" service, being the subject of the special terms and conditions.

## X.3 Invoice payment

Invoices are payable in euros, within the maximum deadline shown on the invoice and according to the method of payment selected at the time of subscription to the contract.

## X.4 Payment defaults - effects

In the event of direct debit, and if the initial payment is rejected, a second attempt to debit the same amount may be attempted.

In the event of non-payment of the entire amount of the invoice, a formal notification to pay shall be sent to the Holder by the issuing company. The special terms and conditions may stipulate that this formal notification be preceded by a second presentation of the invoice by standard post.

The notice indicates:

- the unpaid amounts at the due date for the last invoice;
- unless there are special terms and conditions from the issuing company, late payment penalties provided for in article L.441-6 of the Commercial code applied to the remaining sums owed on the invoice due date: these penalties are added to the principal; all trips and use of car parks not yet invoiced are payable immediately;
- if need be, the duty to return the electronic badge(s).

The special terms and conditions can stipulate that the issuing company accompany this formal notification and, if need be, the second presentation of the invoice, with suspension of the contract by suspending the badges until complete settlement of the invoice, as well as amicable debt collection costs fixed to the price list.

In the event of non-payment within the deadline defined by the formal notification, the contract is terminated as of right, unless the issuing company grants a grace period to the contract Holder to settle the amounts, during which the former may keep the badges suspended until the sums are received. The Holder is informed that a reactivation delay may be necessary after a payment following a suspension. It is specified, concerning Holders having subscribed or acting in a professional capacity, that a fixed fee for recovery costs, of an amount of 40 euros shall be owed, as of right and without prior notification by the issuing company in case of delay of payment. The issuing company reserves the right to ask the Holder for a supplementary compensation upon production of documentary proof, if the actually collected recovery costs exceeded this sum.

In the event of debt recovery through the courts, the Holder shall pay the issuing company the sums corresponding to the costs of the actual compulsory enforcement.

The Holder acknowledges the fact that the issuing company has been subrogated by the operators in article II for the recovery of debts under this contract both in and out of court.

## XI. Informal claims

Any informal claim concerning items of an invoice is accepted for a period of 90 days from the issuance date of the invoice and must be left exclusively with the issuing company by post or email sent to the point of sale whose

contact details appear on the invoice header by imperatively mentioning the badge number.

A claim does not exempt the Holder from paying the contested invoice.

In the event of a claim, the issuing company shall investigate. Possible rectifications following the investigation are straightened out at a later date. The issuing company shall provide the proof of the transaction(s) using the records recorded by the information systems.

## XII. Termination - Effects

### XII.1 By the Holder

The Holder shall inform the issuing company of his/her intention to terminate this contract, either at an issuing point of sale, or by registered post with acknowledgement of receipt sent to the issuing company.

Termination shall be effective on return of the badge(s) and settlement of all due amounts.

### XII.2 By the issuing company

The issuing company may terminate this contract in the event of the failure by the Holder to perform any of the duties defined in the contract (especially in the event of fraud or total or partial payment default) or if the Liber-t electronic payment service is removed. In the event of failure by the Holder to perform any of the duties defined in the contract, termination shall take effect immediately and without notice.

In the event of the removal of the Liber-t service, the issuing company shall inform the Holder by registered post with acknowledgement of receipt, and one month's notice under reserve of the issuing company special terms and conditions.

### XII.3 Unpaid sums

In the event of termination, the issuing company shall invoice the amounts due under this contract.

## XIII. Settlement of disputes

For the Holder of this contract not having the capacity of trader, the disputes shall be brought before the courts with jurisdiction.

For the Holder of this contract having the capacity of trader and in the event of failure to settle out of court, all disputes that may arise between the parties shall be exclusively brought before the Courts by the elected domicile of the issuing company referred to in article 1.

These clauses apply even to proceedings against the guarantor which may take the form of giving third-party notice or multiple respondents. This contract is governed by French law.

## XIV. Contractual and price changes for the services

The issuing company reserves the right to make any changes to these general terms and conditions. These modifications shall be made known to the holder. If the Holder refuses to accept these modifications, the latter must terminate the contract under the conditions defined in article XII-1. The absence of a written reply from the Holder within one month is considered to be an acceptance on its behalf.

All of the components of the Liber-t price lists are revisable, especially in the case of variations in toll or car park prices and shall not be the subject of an amendment.

Modifications relating to changes in toll prices, car park prices and the Liber-t prices apply on their effective date.

## XV. Privacy

The Holder is informed that at the time of subscription and during performance of the contract, personal data shall be collected by the issuing company.

This data shall be used to manage the different aspects of the subscription, and may also be used for sales marketing operations.

The data collected is for the issuing company and the operators defined in article II of these general terms and conditions. Moreover, the issuing company is also authorised to convey data collected to its partners if the Holder gives permission to the former during the contract subscription or in writing after the subscription.

In application of Act N° 78-17 of 6<sup>th</sup> January 1978 covering information systems, files and privacy, the contract Holder has the right to oppose, access and rectify his/her personal data. These rights are to be exercised with the issuing company in charge of processing the collected data.

## XVI. Mediation

The Company has implemented a mediation process so that the consumer, if they so wish and in accordance with article L 612-1 of the French

Consumer Code, may refer the case to the consumer mediator, in order to seek an amicable settlement to the dispute with the Company, in the absence of a prior written claim resolution addressed to the Company. The details of the consumer mediator are indicated in the Special Sales Terms and Conditions entered into by the Customer and the Company.

# BIP&GO SPECIAL CONDITIONS

## Article I "Issuing Company" is replaced as follows:

The electronic badge is issued by Bip&Go, SAS, with a share capital of 1,000 euros, registered at the Nanterre Company and Trade Register under the number B 750 535 288 and whose registered office is on 30 boulevard Gallieni, 92310 Issy les Moulineaux, hereafter referred to as "The Issuing company", acting by virtue of mandates from and on behalf of sanef and sapn, but also on sub-mandates in the name of and on behalf of the motorway concession companies, toll structure operators, and car park operators accepting the electronic badge as a method of payment for the amounts due for the use of the above mentioned structures. The list of mandators is given in detail in Annex 1 of this contract.

## Article II "Purpose of the contract" is changed as follows:

The conditions are stipulated by the price list in annex 2.

## Article III "Contract Holder" is replaced as follows:

The Holder of this contract is an individual or legal entity to which the issuing company has issued one or several electronic badges. The provisions applying only to professionals (including individuals using the electronic as part of their business, industrial, small business/trade or independent activity) shall be specified as such.

## Article IV "Contract subscription - guarantee" is renamed "Contract subscription and payment guarantee"

## Article IV - 1 "Subscription" is replaced as follows:

The Holder can purchase a subscription or certain services:

- in points of sale
- by calling Customer Service
- by Internet

The issuing company is free to decline a subscription request for a legitimate reason, such as the termination of a previous contract by one of the issuing companies for fraud or failure to pay. For professionals, a prior client risk study may be performed by the issuing company, at the end of which this latter shall decide whether or not to accept the subscription or the request for an additional electronic badge.

The issuing company can be led to carry out some prior verification and reserves the right to decline all subscriptions or services if the postal address of a badge is unknown, not permanent or far-fetched. In this case the order shall be cancelled automatically and no bank debits shall be made. The issuing company reserves the right to request additional supporting documents for any subscription or badge addition.

### IV.1.1 Subscription via paper contract (at a point of sale or by calling Customer Service)

The contract subscription and the delivery of electronic badges are subject to bank identification details and direct debit payment on an individual account held by a banking establishment located in one of the countries of the "Single Euro Payments Area" (SEPA) zone<sup>(1)</sup>.

Any person wishing to subscribe to this contract must provide the company with the following documents:

- for individuals, a written proof of identity and/or of domicile of less than 3 months,
- for professionals, an extract from the Company and trade register of less than 3 months or equivalent, and for individuals a power-of-attorney authorising the signatory to sign in its name,
- a completed, dated and signed subscription application
- a completed, dated and signed SEPA direct deposit authorisation; the SEPA authorisation becomes null and void at the end of 36 months without a direct deposit,
- bank (RIB), post office (RIP), or savings bank account details (RICE) in the IBAN format (Issuing Bank Number Identification)

By signing the subscription application, the applicant declares accepting these general terms and conditions and the subscription price lists for t attached intercompany electronic toll payment.

### IV.1.2 Subscription by Internet (with a personal computer or a point of sale)

The contract subscription and delivery of electronic badges are subject to bank identification details and a direct debit payment from an individual account held by a banking establishment of which the list is available on request from Customer Service or on [www.bipandgo.com](http://www.bipandgo.com)

Any person wishing to subscribe to a subscription or services on line must formalise his/her subscription request and sign an SEPA authorisation on line, and must also provide information on:

- Bank account details
- A valid and personal email address
- a valid and personal mobile phone number for receipt of the signature code.

Considering the specificity of payment by SEPA automatic Direct Debit, the Holder authorises the use of his/her personal data for issuance of an electronic certificate for the on line signature of a direct debit authorisation for the benefit of the issuing company. All data relating to the subscription, particularly bank details sent via internet shall be protected and encrypted. The entire transaction is carried out using a secure SSL server. Thus, when being entered and transferred, the data cannot be read.

Any subscription from the website implies the acceptance without restrictions or reserves of the general and special sales terms and conditions. By clicking on the specific check box on the validation page, the customer acknowledges having read and accepted the said terms and conditions.

In accordance with articles L121-21 et seq. of the Consumer Code, the private person avails itself of a fortnight to exercise its right to withdraw based on the terms and conditions appearing on the withdrawal form placed posting on line on the website of the issuing company: [www.bipandgo.com](http://www.bipandgo.com).

## Article IV.2 "Payment guarantee" is replaced as follows:

For professionals, a guarantee payment can be requested upon contract subscription and/or the current contract. The issuing company shall request a payment guarantee from the Holder in the event of a payment irregularity.

The payment guarantee shall be valid during the total duration of contract and shall be the subject of guaranteeing the settlement of all sums due the issuing company by the Holder covered under the contract.

The payment guarantee shall be performed by a deposit, by a bank guarantee or any other equivalent means accepted by the issuing company. If the payment guarantee for each electronic badge is set up by a deposit, the aforesaid deposit does not produce interest for the Holder.

The issuing company may request an increase of the amount of the payment guarantee on the first payment irregularity or, for traders, in the event of a risk of insolvency. The amount of the guarantee requested by the issuing company is limited to three times the highest monthly turnover including VAT by the Holder for all the structures set out in article II over the previous twelve months.

On expiry of the contract, the payment guarantee shall be released within 60 days following the direct debit date of the last invoiced trip, and after settlement of the sums due by the Holder covered under this contract, including, if need be, fees for failure to return the electronic badge in good condition. Failing which the payment guarantee shall be used.

For individuals, a deposit may be requested by the issuing company in the event of a recorded payment irregularity. It shall be the subject of guaranteeing the settlement of all sums due the issuing company by the Holder covered under the contract.

On expiry of the contract, the deposit shall be released within 30 days following the direct debit date of the last invoiced trip, and after settlement of the sums due by the Holder covered under this contract, including, if need be, fees for failure to return the electronic badge in good condition. Failing which, the payment guarantee shall be used.

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## Article V "Contract duration – Effective date" is completed as follows:

The general terms and conditions continue to apply in case of a request to change the subscription type.

## Article VI.1 - B “Replacement, withdrawal of the electronic badge” is replaced as follows:

The electronic badge remains the property of the issuing company which can take the initiative to withdraw it and/or possibly replace it in the event of termination of the contract by the issuing company, due to fraud, alteration or counterfeiting of the electronic badge or incompatibility with improvements made to the electronic toll system.

In the event of the technical failure of the electronic badge, or to prevent any irregularities related to its normal wear, the issuing company shall replace it against the return of the previous badge, free of charge and as soon as possible. If after verification the defect is attributable to the Holder, the issuing company shall invoice the cost of the damaged electronic badge to the former, as well as additional related expenses (participation in the packaging and shipping fees, start up and activation, support costs, etc.) (see attached price list).

In the absence of a valid and active electronic badge, another method of payment shall be required. An invalid electronic badge may be confiscated by the issuing company staff or the staff of a company referred to in article II. The rental and sale of the electronic badge by the Holder are prohibited under penalty of immediate contract termination.

Any request to replace an electronic badge (except for technical failure) shall be invoiced to the Holder.

## Article VII "Opposition to the use of the electronic badge" is changed as follows:

The expression "subscription service" is replaced by "customer service".

Sending emails is done via the contact heading on the Internet website.

The phrase "Unless provisions stipulated in the issuing company's special terms and conditions state the contrary, a new payment guarantee is required from the Holder." is removed.

The receipt is delivered upon request from the client.

The phrase "The settlement or release terms of the payment guarantee are specified in article IV above." is removed.

## Article VIII "Return of the electronic badge" is replaced as follows:

### VIII.1 On the initiative of the issuing company

In all cases in which the issuing company shall request the return of the electronic badge(s) (especially for the replacement of a cancelled badge that has been recovered by the Holder or in the event of failure to return upon termination of the contract), the Holder must return the badge within 30 days of notice from the issuing company. On failure to return the electronic badge, or if the badge is returned in poor working condition, within the 30 day deadline, and depending on the case, the amount provided for in the price list, as well as the management fees indicated in this price list shall be invoiced to the Holder. In all of the above cases, the electronic badge can be returned by the Holder, on receipt at its request, at a point of sale of the issuing company or perhaps returned by registered post to customer service of the issuing company. The amounts for validated trips using an incorrectly used electronic badge shall be claimed independently of the criminal proceedings which the issuing company reserves the right to initiate.

### VIII.2 On the initiative of the Holder

The Holder may return the electronic badge(s) at any time. The return of an electronic badge in poor working condition shall lead to the invoicing of the sum fixed in the attached price list. The return of the electronic badge is without prejudice to the special terms and conditions relating to management fees attached to the contract.

## Article IX "Modification of the Holder identification" is replaced as follows:

When the Holder changes address, and for professional purposes, SIRET, company name or corporate name, the change must be notified in writing

to the issuing company within 30 days.

When the Holder changes bank account, he/she must inform the issuing company which shall provide the document required for this change. The modification shall take effect at a maximum of 40 days after receipt by the issuing company of the above mentioned document correctly completed and with the new bank details in the corresponding IBAN format. For professionals, if the change in bank account leads to the end of a guarantee validity for any reason whatsoever, the Holder must provide an equivalent guarantee without interruption of this latter, thus an equivalent guarantee. Failure to comply with these clauses or the revocation by the Holder of the SEPA direct debit authorisation leads to the legal termination of the contract.

## Article X.2 "Invoicing methods" is completed as follows:

The term "private individuals" is replaced by the term "individuals".

Special conditions of the Internet invoice, hereinafter called "electronic invoice"

### X.2.a.1 Description of the electronic invoice service

The "electronic invoice" service is accessible to customers and to individuals not subject to VAT. The electronic invoice cannot be considered as tax documentary proof. The issuing company provides the invoices pertaining to Liber-t toll payment in electronic format on the internet, to Holders who so wish, in replacement of the paper invoice previously sent by post: this is the electronic invoice. The electronic invoice is accessible within the 48 hours of their preparation, and usually within the first two weeks of the month. Electronic invoices can be viewed from the "subscriber area" on the issuing company's site. Access to this area is secured by a personal login and password. As soon as the electronic invoice is available, the Holder is informed by an email containing a hyper link giving access to the viewing site. The invoices are hosted and archived for 2 years. It is the holder's duty to archive them by his/her own means if the former wishes to keep a history of the invoices for a longer period.

### X.2.a.2 Registration terms

To benefit from this service, the Holder must meet two prior conditions:

- subscribe to a Liber-t contract and accept these special terms and conditions for electronic invoices,
- have a valid email address. All the badges attached to the Liber-t contract for which this service has been subscribed shall benefit from the electronic invoice. It is the Holder's duty to indicate all changes in electronic messaging address to the issuing company, as soon as they are known, in order to continue receiving the notification of the availability of the electronic invoice. If the Holder fails to notify the change in email address, the electronic invoice shall continue to be sent to the "subscriber area" section on the scheduled dates. However the notification email shall no longer be received. Payments shall continue to be made by direct debit.

### X.2.a.3 Price terms

The "electronic invoicing" service does not incur any additional costs other than those provided for in the general terms and conditions and the price lists and prices for the Liber-t contract subscribed by the subscriber. To this effect, the registration and viewing of the "electronic invoicing" service are free of charge (except for internet communications costs). It is reminded that, in compliance with the general terms and conditions of the Liber-t contract, changes to the price lists and prices shall be immediately applicable herein. These special terms and conditions, just like the general terms and conditions, are applicable to any additional badge that may be attached to this contract (see attached price list).

### X.2.a.4 Status of the electronic invoice

The electronic invoice is the document that justifies the request for payment issued by the issuing company, in the same way as a paper invoice. The electronic format and the Internet environment may lead the issuing company to differentiate between the electronic invoices from the paper invoice to better adapt to the needs of the Holders. In the event that the Holder wishes to return to paper invoices, the holder may not claim the presentation specific to electronic invoices.

## Article X.4 "Payment defaults - Effects" is replaced as follows:

In the event of direct debit, and if the initial payment is rejected, a second attempt to debit the same amount may be attempted.

In the event of non-payment of the entire amount of the invoice, a formal notification to pay shall be sent to the Holder by the issuing company. This formal notification may be preceded by a second presentation of the invoice.

The notice indicates:

- the amounts unpaid at the due date for the last invoice;
- late payment penalties at the rate of three times the legal interest rate for professionals and at the legal interest rate for individuals applied to sums remaining due as from the invoice due date: these penalties are added to the principal; all trips and use of car parks not yet invoiced are payable immediately ;
- if need be, the duty to return the electronic badge(s).

The issuing company can accompany this formal notification and, if need be, the second presentation of the invoice, with a suspension of the contract performance by suspending the badge(s) until settlement of the invoice.

In the event of non-payment within the deadline fixed by the formal notification, the contract is terminated as of right, unless the issuing company grants a grace period to the contract Holder to settle the amounts, during which the former may keep the badge(s) suspended until receipt of the settlement. The Holder is informed that a reactivation delay may be required after a payment following a suspension. It is specified, as regards the Holders having subscribed or acting in a professional capacity, that a fixed fee for recovery costs of an amount of 40 euros shall be owed, as of right and without prior notification by the issuing company in case of payment delay. The issuing company reserves the right to ask the Holder for an additional compensation upon production of documentary proof, if the actually collected recovery costs exceeded this sum.

In the event of debt recovery through the courts, the Holder shall pay the issuing company the sums corresponding to the costs of the actual compulsory enforcement.

The Holder acknowledges the fact that the issuing company has been subrogated by the operators in article II for the recovery of debts under this contract both in and out of court.

## Article XI "Informal claims" is replaced as follows:

Any informal claim concerning items of an invoice is accepted for 90 days from issuance of the invoice and must be sent exclusively to the issuing company by post to Bip&Go, échangeur de Senlis (Senlis resource centre), CS 10193, 60306 SENLIS CEDEX, or by email in the Internet site contact area, by imperatively mentioning the badge number.

A claim does not exempt the Holder from paying the disputed invoice. In the event of a claim, the issuing company shall investigate. Possible rectifications following the investigation are straightened out at a later date. The issuing company shall provide the proof of the transaction(s) using the records recorded by the information systems.

## Article XII.1 "By the Holder" is completed as follows:

The address of the issuing company is: **Bip&Go, Echangeur des Essarts - Route de Oissel, CS 80077, 76530 Grand Couronne, France**

## Article XV "Privacy" is changed as follows:

By subscribing to the services of the issuing company, the Holder accepts all of these terms, as well as the "Privacy Policy", accessible on [www.bipandgo.com](http://www.bipandgo.com) or communicated by the issuing company upon first request. This "Privacy Policy" describes the way in which personal data is collected, processed and secured by the issuing company.

## Article XVI 'Mediation' is completed thus:

In accordance with article XVI of the Terms and Conditions, after referring the case to the Company, in the absence of a satisfactory response or any response within sixty (60) days, the Customer may refer the case free of charge to the Travel and Tourism Mediator, the details of whom are available on the website [www.mtv.travel](http://www.mtv.travel), along with instructions for referral.

## Article XVII "Spain-Portugal Extension" is added to the general terms and conditions as follows:

### XVII.a. Definition of the Spain-Portugal Extension

Via-T is an electronic toll system which has been implemented across all

toll motorways and a selection of car parks in Spain. Access is managed by Bip&Drive E.D.E., S.A., Calle Serrano, 45, planta 2, Local A, Madrid, Spain.

Via Verde is an electronic toll system which has been implemented across all toll motorways in Portugal. Access is managed by an intermediary company: Bip&Drive E.D.E., S.A., Calle Serrano, 45, planta 2, Local A, Madrid, Spain.

These two toll systems work using a telebadge which is fixed to the badge holder's car windscreen, and allows hassle-free travel and toll payment across the aforementioned two networks, as well across the French Liber-T network.

Subject to the possession of a technologically compatible and specifically programmed telebadge for use in Spain and Portugal, the telebadge issued by the issuing company will be accepted by infrastructure networks equipped with VIA-T and Via Verde systems, through the use of specially marked lanes.

A list of Spanish and Portuguese infrastructures that accept the "Spain-Portugal Extension" can be obtained from the Customer Relations Centre or via the website [www.viat.es](http://www.viat.es) (only available in Spanish) under the "donde utilizarlo" section: <http://www.viat.es/donde-utilizarlo/en-autopistas-espanolas>.

### XVII.b. Eligibility for the Spain-Portugal Extension

The "Spain-Portugal Extension" is only available for private individuals. To be eligible, Holders must be (1) in possession of a telebadge compatible with the "Spain-Portugal Extension" and (2) take out a service subscription.

1) Only telebadges issued by the issuing company after 13 June 2016 are technically compatible with the "Spain-Portugal Extension". Holders of a telebadge issued before this date, and who wish to benefit from the "Spain-Portugal Extension", must change their current telebadge for one that is compatible with the new system. This can be obtained from a retail outlet or via their account on the website. Exchanging working telebadges will incur charges in accordance with the Tariff Schedule contained within these general terms and conditions. In accordance with article VIII of these general terms and conditions, old telebadges must be returned to the issuing company.

2) The "Spain-Portugal Extension" is only available with certain subscription packages. The terms and conditions for each subscription package clearly outline whether the "Spain-Portugal Extension" is available.

Should Holders wish to find out whether their telebadge and subscription package are compatible with the "Spain-Portugal Extension" they can:

- log on to their online customer account,
- check to see whether the VIA-T logo appears on the sticker on the back of their telebadge,
- contact the Bip&Go customer service team.

### XVII.c. Spain-Portugal Extension conditions of use

The telebadge Holder's eligibility for the "Spain-Portugal Extension" is managed via their electronic toll subscription with the issuing company. There are two subscription options available:

1) Monthly subscription  
By default, telebadge charges in Spain and in Portugal are billed for the month used, that is to say only those months when the badge has been used in Spain or in Portugal. Therefore, in accordance with the Tariff Schedule, only actual use of electronic tolls in Spain or in Portugal generates a bill related to the "Spain-Portugal Extension" option.

2) Annual subscription  
Should Holders choose an annual subscription to the "Spain Extension", they will be billed according to the Tariff Schedule on the yearly renewal date.

3) If Holders do not wish to use their telebadges in Spain or Portugal or France, or in any of the equipped car parks, they must store it in the protective cover provided by the issuing company at the time of subscription. By doing this, the telebadge will be undetectable, and Holders will have to pay any toll fees using another method of payment accepted by the motorway and car park operators.

The Holder is solely responsible for ensuring that use of their telebadge on Spanish and Portuguese infrastructures is in accordance with any corresponding terms and conditions put in place by the infrastructure management companies, in particular with regards to the use of

# TELEPEAGE LIBER-T: General terms and conditions of use of the intercompany electronic toll system for light vehicles (1st October 2021)

dedicated Via-T and Via Verde marked toll lanes.

When passing through toll lanes, badge holders must ensure the telebadge is correctly placed so it can be detected by the toll sensors. Relevant information regarding this will be provided by the issuing company upon subscription.

The issuing company, its partners and infrastructure operators accepting the “ Spain-Portugal Extension” cannot be held responsible for any improper use of the badge or for any defects which may arise as a result.

## XVII.d. Invoicing and payment of the Spain-Portugal Extension

Subject to the stipulations below, the billing and regulations set out in Article X of the General Conditions, as modified by the BIP&GO Special Conditions, are fully applicable.

Rates related to the “ Spain-Portugal Extension” and its use relate directly to the subscription package taken out by the Holder with the issuing company. Subscription package rates are communicated to the Holder, by the issuing company, at the time of subscription.

“ Spain-Portugal Extension” bills are only available in electronic format.

Toll and car park tariffs are available from the Via-T an Via Verde network operators.

The telebadge registers journeys on the Via-T and Via Verde networks, including in “Spain-Portugal Extension”, payment for which should be made to the issuing company by the Holder.

This information is transmitted to Bip&Drive S.A. who will issue a corresponding invoice, in the name of the badge holder, relating to the transactions made on the Spanish and Portuguese infrastructure network.

The Bip&Drive invoice amount will be debited from the Holder's bank account by the issuing company, which is duly authorised to take payment. The issuing company will then return the funds to Bip&Drive S.A. on behalf of the Holder.

Holders can access their Bip&Drive invoices, relating to journeys taken on the Spanish and in Portugal infrastructure network, by logging on to their account on the (www.bipandgo.com) website.

The issuing company:

- is responsible for the recovery of amounts owing for journeys carried out on the Via-T networks
- and is the sole point of contact for all customer service-related enquiries, handling information requests and claims by Holders in all matters relating to the “Spain-Portugal Extension”.

## XVII.e. Miscellaneous

Should the “Spain-Portugal Extension” package be cancelled, the issuing company will aim to inform the Holder by any means possible, including email, detailing the date in which the cancellation will come into effect.

The “Spain-Portugal Extension” is governed by the present Article XVI, as well as the stipulations set out in the general conditions and those modified by the special conditions.

As part of the “Spain-Portugal Extension”, Holders are informed that registration plate numbers will be collected. Details and processing information can be found in the BIP&GO Privacy Policy: <https://www.bipandgo.com/mentions-legales/>.

## Article XVIII governing the “Spain-Portugal-Italy Extension” has been added to the general terms and conditions, and reads as follows:

For any questions regarding the use of the “Spain-Portugal-Italy Extension”, please refer to the F.A.Q section: [www.bipandgo.com/aide/](http://www.bipandgo.com/aide/).

### XVIII.a. “Spain-Portugal-Italy Extension” definition

Via-T is an electronic toll system which has been implemented across all toll motorways and a selection of car parks in Spain. Access is managed by Bip&Drive E.D.E., S.A., Calle Serrano, 45, planta 2, Local A, Madrid, Spain.

Via Verde is an electronic toll system which has been implemented across all toll motorways in Portugal. Access is managed by an intermediary company: Bip&Drive E.D.E., S.A., Calle Serrano, 45, planta 2, Local A, Madrid, Spain.

The Telepass system is an electronic toll system which has been implemented across all toll motorways as well as some car parks and ferry ports in Italy. Access is managed by an intermediary company: Telepass S.p.A. via Alberto Bergamini 50, 00159, Rome, Italy.

These three toll systems work using a telebadge which is fixed to the holder's car windscreen and allows hassle-free travel and toll payment across the aforementioned three networks, as well across the French Liber-T network.

Subject to the possession of a technologically compatible and specifically programmed telebadge for use in Spain, Portugal and Italy, the telebadge issued by the issuing company will be accepted by infrastructure networks equipped with VIA-T, Via Verde and Telepass systems, through the use of specially marked lanes.

List of infrastructures that accept the “Spain-Portugal-Italy Extension”.

A list of Spanish and Portuguese infrastructures that accept the “Spain-Portugal-Italy Extension” can be obtained from the Customer Relations Centre or via the [www.viat.es](http://www.viat.es) website (only available in Spanish) under the “donde utilizarlo” section: <http://www.viat.es/donde-utilizarlo> .

A list of motorway infrastructures, toll facilities, car parks and Italian ferry ports that accept the “Spain-Portugal-Italy Extension” is available from the Customer Relations Centre or on the [www.telepass.com](http://www.telepass.com) website, as well as in “PuntoBlu” marked customer areas.

The list of car parks and ferry ports may be updated by Telepass S.p.A at any time and without notice.

### XVIII.b. “Spain-Portugal-Italy Extension” eligibility

The “Spain-Portugal-Italy Extension” is only available for private individuals. In order to be able to benefit from its use, the Holder must be (1) in possession of a telebadge compatible with the “Spain-Portugal-Italy Extension” and (2) eligible for this service.

1) Only “Europe Badge” telebadges, issued by the issuing company after 24 June 2019, are technically compatible with the “Spain-Portugal-Italy Extension”.

Holders of telebadges not labelled as a “Europe Badge”, and issued before the aforementioned date, must change it for one that is compatible with the new system should they wish to benefit from the “Spain-Portugal-Italy Extension”. This can be obtained from a retail outlet or via their account on the website. Exchanging working telebadges will incur charges in accordance with the Tariff Schedule contained within these general terms and conditions. In accordance with article VIII of these general terms and conditions, old telebadges must be returned to the issuing company.

2) The “Spain-Portugal-Italy Extension” is only available with certain subscription packages. The terms and conditions for each subscription package clearly outline whether the “Spain-Portugal-Italy Extension” is available. Holders can check whether their telebadge and subscription package are compatible with the “Spain-Portugal-Italy Extension” by contacting the Bip&Go Customer Service department or by logging on to their online customer account.

### XVIII.c. “Spain-Portugal-Italy Extension” conditions of use

“Europe Badge” holders can benefit from the “Spain-Portugal-Italy Extension” through their electronic toll subscription package provided by the issuing company. There are two subscription options available:

1) Monthly subscription

By default, Europe Badge subscription charges in Spain, Portugal and Italy are billed for the month used, that is to say only those months when the badge has been used in Spain, Portugal or Italy. Therefore, in accordance with the Tariff Schedule, only actual use of electronic tolls in Spain, Portugal or Italy generates a bill related to the “Spain-Portugal-Italy Extension” option.

2) Annual subscription

Should users choose an annual subscription to the “Spain-Portugal-Italy Extension”, they will be billed according to the Tariff Schedule on the yearly renewal date.

3) If Holders do not wish to use their Europe Badge in Spain, Portugal or Italy, they must store it in the protective cover provided by the issuing company at the time of subscription. By doing this, the Europe Badge will be undetectable, and the Holder will have to pay any toll fees using another method of payment accepted by the infrastructure networks concerned.

4) The Holder is solely responsible for ensuring that use of their Europe

Badge on Spanish, Portuguese and Italian infrastructures is in accordance with any corresponding terms and conditions put in place by the infrastructure management companies, in particular with regards to the use of dedicated Via-T, Via Verde and Telepass-marked toll lanes.

Consequently, the Holder expressly undertakes to respect the following general conditions of use:

- For Spanish and Portuguese infrastructure networks, refer to the following website address: <https://www.viat.es/funcionamiento/como-funciona>
- For Italian infrastructure networks, refer to the following website addresses :
  - o [https://www.bipandgo.com/contrat-Autostrade.CGV/Base\\_download](https://www.bipandgo.com/contrat-Autostrade.CGV/Base_download)
  - o [https://www.bipandgo.com/contrat-Telepass.CGV/Base\\_download](https://www.bipandgo.com/contrat-Telepass.CGV/Base_download)

Holders accept that operators of these infrastructure networks may change their general conditions of use at any time. It is the Holder's responsibility to regularly consult the aforementioned general conditions of use.

When passing through toll lanes, Holders must ensure the badge is correctly placed so it can be detected by the toll sensors. Relevant information regarding this will be provided by the issuing company upon subscription.

The issuing company, its partners and infrastructure operators accepting the “Europe Badge” cannot be held responsible for any improper use of the badge or for any defects which may arise.

### XVIII.d. “Spain-Portugal-Italy Extension” billing and regulations

Subject to the stipulations below, the billing and regulations set out in Article X of the General Conditions, as modified by the BIP&GO Special Conditions, are fully applicable.

Rates related to the “Spain-Portugal-Italy Extension” and its use relate directly to the subscription package taken out by the Holder with the issuing company. Subscription package rates are communicated to the Holder, by the issuing company, at the time of subscription.

“Spain-Portugal-Italy Extension” bills are only available in electronic format.

Applicable rates for tolls, car parks and ferry ports can be consulted by contacting the Via-T, Via Verde and Telepass infrastructure network operators.

The telebadge registers journeys on those Via-T, Via Verde and Telepass networks which accept the “Spain-Portugal-Italy Extension”, payment for which should be made to the issuing company by the Holder. This information is transmitted to Bip&Drive S.A. and Telepass S.p.A. who will issue a corresponding invoice, in the name of the Holder, relating to the transactions made on the infrastructure networks.

The Bip&Drive/Telepass invoice amount will be debited from the Holder's bank account by the issuing company, which is duly authorised to take payment. The issuing company will then return the funds to Bip&Drive S.A./Telepass S.p.A. instead of the Holder.

Holders can access their Bip&Drive/Telepass invoices, relating to journeys taken on the Spanish, Portuguese and Italian infrastructure networks, by logging on to their account on the (www.bipandgo.com) website.

The issuing company:

- is responsible for the recovery of amounts owing for journeys carried out on the Via-T, Via Verde and Telepass networks,
- and is the sole point of contact for all customer service-related enquiries, handling information requests and claims by Holders in all matters relating to the “Spain-Portugal-Italy Extension”.

### XVIII.e. Miscellaneous

Should the “Spain-Portugal-Italy Extension” package be cancelled, the issuing company will aim to inform the Holder by any means possible, including email, detailing the date in which the cancellation will come into effect.

The “Spain-Portugal-Italy Extension” is governed by the present Article XVII, as well as the stipulations set out in the general conditions and those modified by the special conditions.

As part of the “Spain-Portugal-Italy Extension”, Holders are informed that

registration plate numbers will be collected. Details and processing information can be found in the BIP&GO Privacy Policy: <https://www.bipandgo.com/mentions-legales/>.

**(1) In accordance with European rules regarding SEPA bank transfers, the SEPA direct debit mandate will replace the old system of automatic direct debits. This mandate is identified by a number called the "Unique Mandate Reference" (RUM), which is written on the documents signed by the holder.**

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**Annex 1: List of mandators Motorway concession companies, toll structure and car park operators.**

Company name	Registered Office
Adelac	Bâtiment Europa 2, 74160 - Archamps
Aéroport de Paris (ADP)	1, rue de France, 93290 - Tremblay-En-France
Albea	20 rue de Caumartin, 75009 - Paris
Alicorne	31, place de la Madeleine, 75008 - Paris
A'liénor	Immeuble Europa Premium 4, rue Johannes Kepler - 64000 - Pau
Alis	Lieu-dit «le Haut Croth», 27310 - Bourg-Achard
Société des Autoroutes Paris Rhin Rhône (APRR)	36, rue du Docteur Schmitt, 21850 - Saint-Apollinaire
Arcour	1, cours Ferdinand de Lesseps, 92500 - Rueil-Malmaison
Société des Autoroutes Rhône - Alpes (AREA)	260, avenue Jean Monnet, 69500 - Bron
Société des Autoroutes du Sud de la France (ASF)	9, place de l'Europe, 92851 - Rueil-Malmaison
Atlandes	15, avenue Léonard de Vinci, 33600 - Pessac
Autoroute Tunnel du Mont-Blanc (ATMB)	100, avenue de Suffren, 75015 - Paris
Chambre de Commerce et de l'Industrie du Havre (CCIH)	Esplanade de l'Europe - BP 1410, 76067 - Le Havre Cedex
Compagnie Eiffage du Viaduc de Millau (CEVM)	Péage de St-Germain - 4 S-t-Germain, 12 100 - Millau
Cofiroute	6-10, rue Troyon, 92310 - Sèvres
Autoroute Estérel Côte d'Azur Provence	432, avenue de Cannes, 06201 - Mandelieu-la-Napoule
Indigo Park	1, Place des Degrés, 92800 - Puteaux
REORA	85, boulevard de la république - CS 60003 - 17076 - La
Interparking France (REPA)	30, rue de Gramont, 75002 - Paris
Sanef SA	30, boulevard Gallieni, 92130 - Issy-les-Moulineaux
Société des Autoroutes de Paris Normandie	30, boulevard Gallieni, 92130 - Issy-les-Moulineaux
Société Française du Tunnel Routier du Fréjus (SFTRF)	Plateforme du Tunnel, 73500 - Modane
Aéroports de Lyon	69124 - Colombier-Saugnieu
Lyon Parc Auto	2, place des Cordeliers, 69002 - Lyon
Urbis Park	13 rue du Coëtlosquet - 57000 Metz
Boulevard Périphérique Nord de Lyon (BPNL)	Chemin de la Belle Cordière B.P. 177 - 69643 Caluire et Cuire cedex

**Annex 2 – Bip&Go – VAB offer price list**

	Amount (Including VAT) *
<b>SUBSCRIPTION IN FRANCE</b>	
Yearly Subscription with electronic invoice	€16.00 / year and per badge
Yearly set rate subscription with paper invoice	€29.20 / year and per badge
Monthly a la Carte Subscription with electronic invoice	€1.70 / month driven and per badge. Only invoiced for months when the badge is used; in case of non-use of the badge for each 12 consecutive-month period, a fee of €10 for non-use will be invoiced in the 13th month.
Monthly a la Carte Subscription with paper invoice	€2.80 / month driven and per badge. Only invoiced for months when the badge is used; in case of non-use of the badge for each 12 consecutive-month period, a fee of €10 for non-use will be invoiced in the 13th month.
<b>USAGE FEES IN SPAIN AND IN PORTUGAL (optional)</b>	
Electronic badge usage fees in Spain and in Portugal per month driven, with electronic invoice	By default, €2.50/month driven and per badge. Only the months when the badge is used in Spain and in Portugal. Usage fees in Spain and in Portugal are invoiced separately from and in addition to subscription
Annual fee for usage of electronic badge in Spain and in Portugal, with electronic invoice	€10/year and per badge Usage fees in Spain and in Portugal are invoiced separately from and in addition to subscription fees in France. First year invoiced pro rata according to the contract renewal date.
<b>USAGE FEES IN SPAIN, PORTUGAL and ITALY (optional)</b>	
Electronic badge usage fees in Spain and Portugal per month driven, with electronic invoice	By default, €2.50/month driven and per badge. Only the months when the badge is used in Spain and/or Portugal. Usage fees in Spain and/or Portugal are invoiced separately from and in addition to subscription fees in France.
And	And
Electronic badge usage fees in Italy per month driven, with electronic invoice	By default, €2.50/month driven and per badge. Only the months when the badge is used in Italy. Usage fees in Italy are invoiced separately from and in addition to subscription fees in France
Annual fee for usage of electronic badge in Spain, Portugal and Italy, with electronic invoice	€10/year and per badge Usage fees in Spain/Portugal and Italy are invoiced separately from and in addition to subscription fees in France. First year invoiced pro rata according to the contract renewal date.
<b>OTHER PRICES</b>	
Start up and activation fees via internet	€10.00 / badge for the model with the Spain-Portugal Extension €14.00 / badge for the model with the Europe Extension
Start up and activation fees at VAB branch	€15.00 / badge for the model with the Spain-Portugal Extension €19.00 / badge for the model with the Europe Extension
Activation fee surcharge for non-VAB members	€3,00
Participation in the packaging and shipping costs	€6.00 / badge in Metropolitan France €10.00 / badge abroad France
Supply of an extra Holder	€2.00
Participation in the packaging and shipping costs of an extra holder	€6.00 / shipping costs in Metropolitan France. €10.00 / shipping costs abroad France Each shipment can contain a maximum of 4 holders
Lost, stolen, damaged or unreturned badge	€30.00
Paper invoice copy	€4.00 / month requested
Detail of direct debit request	€4.00 / badge / month requested
Late payment penalties	for traders: 3 times the legal interest rate for individuals: ordinary legal interest rate
Fixed price recovery fee for professionals	€40,00 **
Fee for account blockage initiated by Bip&Go	€11.00
Daily penalty	€2.00 per unreturned badge
Contractual penalty clause	18 % of outstanding amounts
Replacement of the electronic badge for technical failure	Free of charge
Replacement of a badge experiencing technical failure or for personal convenience	€12.00
Replacement of working badge for new model that works with the Spain-Portugal Extension	€12.00
Replacement of working badge for new model that works with the Europe Extension	€16.00

\* Price lists for the Liber-t general terms and conditions contract. Prices applicable on 1<sup>st</sup> October 2021. All the prices and price lists can be revised, in compliance with article XIV of the general terms and conditions of this contract. VAT rate 20%

\*\* Not subject to VAT