

General Terms and Conditions of ETS – TOLL SERVICES s.r.o. with a registered office at Šaldova 12, Praha 8, Karlín 186 00. Registered in the Commercial Registry maintained by the City Court in Prague, File No. C 336231, **for the return of deposits and credit within the electronic toll system in the Czech Republic**

1. These terms and conditions apply to all order agreements (hereafter referred to as “**agreement**”) concluded between **ETS – TOLL SERVICES s.r.o.** (hereafter referred to as the “**agent**”) and the ordering party, the subject of which is to obtain a refund via the Premid on-board electronic equipment used to determine toll amounts in the electronic toll system in the Czech Republic (hereafter referred to as “**OBU unit**”) and the unused amount of prepaid credits in the given OBU unit (hereafter referred to as “**credit**”).
2. The agreement referred to in paragraph 1 of these Terms and Conditions is concluded with completion and submission of an order by the ordering party on the agent’s web page at the address <https://www.obugohome.eu> (hereafter referred to as “**order**”). In the order, the ordering party will specifically state:
 - a) name of the ordering party (name and surname of the physical person or name of the legal entity),
 - b) identification or registration number of the ordering party,
 - c) tax identification number of the ordering party for VAT purposes,
 - d) address of the ordering party (registered office of place of business) including the postal code and the state name,
 - e) place of collection of returned OBU units,
 - f) date of collection of returned OBU units,
 - g) contact email address of the ordering party, and/or contact telephone number,
 - h) bank details for the return of the deposit and credit after the deduction of the agent’s fee as described in paragraph 16 of these terms and conditions,
 - i) the name of the issuer of the refillable card, through which the ordering party had registered the OBU units to the electronic toll system,
 - j) and the number of OBU units returned by the ordering party, as well as their identification numbers.
3. The date of collection of the returned OBU units according to paragraph 2, letter f) of these conditions must not precede the date of completion of the order by the ordering party or fall after 25.11.2020.
4. As part of the order, the ordering party also provides the agent with the electronically scanned technical vehicle registrations (vehicle registration certificate no. 27) of vehicles connected to the use of all of the returned OBU units of the ordering party, as per the records of the electronic toll system.
5. The submission of an order by the ordering party confirms the accuracy of the given details and the fact that the ordering party is the operator of all vehicles referred to in paragraph 4 of these Terms and Conditions.
6. After the submission an order by the ordering party, the agent will send the completed application request form for the return of deposits and credit (hereafter referred to as “**request**”) without undue delay.
7. The ordering party is required to provide the agent with cooperation necessary for the procurement of the matters specified in paragraph 1 of these terms and conditions, in particular to print the request sent by the agent and to have it signed by an individual authorised to represent the ordering party, to send the original signed request together with the returned OBU units and copies of the technical registrations in an appropriate package (hereafter referred to as “**package**”) and enable the agent to collect the package at the

location specified in the order [paragraph 2 letter e) of these Terms and Conditions] on the day specified in the order [paragraph 2 letter f) of these Terms and Conditions] or for a term of two calendar days after the day specified in the order.

8. The costs connected with transporting the package from the place of collection of returned OBU units is covered by the agent. However, if the ordering party violates its obligation to prepare the package in accordance with these Terms and Conditions, the agent is entitled to reimbursement for transport or other costs incurred by such violation.
9. If the agent finds that the package does not contain all required documents connected to the return of OBU units specified in paragraph 7 of these Terms and Conditions, it shall inform the ordering party via the contact email address specified in the order as to which additional documents are necessary to send to the agent. Missing documents will be sent to the agent by the ordering party at their own risk and expense. If the agent does not receive the missing documents within a reasonable timeframe from sending the request for additional documents, and no later than 25.11.2020, the agent is authorised to proceed according to paragraph 13 of these Terms and Conditions.
10. The agent shall submit the request together with the returned OBU units and copies of the technical registrations to the operator the electronic toll deposit system without undue delay after the delivery of the package to the agent.
11. If the operator of the electronic toll system returns the deposit or credit to the agent, the agent will send the returned deposit and credit, after deducting an agent's fee, to the account specified by the ordering party in the order, no later than 31.3.2021.
12. The agent will issue a tax document to the ordering party in accordance with VAT legislation. The ordering party agrees with the use of this tax document in electronic form. The tax document will be delivered to the ordering party at the contact email address specified by the ordering party in the order.
13. If the agent finds that the operator of the electronic toll system has refused to return the deposit, they will inform the ordering party of this fact via email at the contact email address specified in the order. The agent will then ensure the ecological disposal of the OBU units. The operator of the electronic toll system is entitled to refuse to return the deposit, especially (but not exclusively) if the returned OBU unit is mechanically damaged (e.g. scratched, cracked, broken, opened, marked up with a marker, paint, or otherwise soiled or has a damaged barcode) or if the returned unit had not been used for a toll transaction for a period of over one year from the submission of the unit to the operator of the electronic toll system, or in other cases as specified by the operator of the electronic toll system.
14. If the ordering party requests the return of OBU units for which the request for a deposit return has been refused, according to the terms specified in paragraph 13 of these Terms and Conditions, the agent will send them at the risk and expense of the ordering party to the address specified in the order [paragraph 2 letter e)], or to a different address specified by the ordering party.
15. If the ordering party does not request the agent to return the OBU units for which the return of the deposit has been refused, according to the terms specified in paragraph 13 of these Terms and Conditions, the agent will ensure their ecological disposal at their own expense.
16. If the operator of the electronic toll system returns the deposit, the ordering party is entitled to a fee in the amount of 500 CZK or 20 EUR; the fee also includes the costs incurred by the agent during the fulfilment of the order. The agent is not entitled to additional remuneration or reimbursement of costs incurred during the fulfilment of the order if it is not otherwise stated in these Terms and Conditions.
17. The obligation of the agent to obtain the matters specified in paragraph 1 of these Terms and Conditions is fulfilled if the agent fulfils their obligation as per paragraph 11 of these Terms and Conditions, or the obligation as per paragraph 13 of these Terms and Conditions and the obligation per paragraphs 14 or 15 of these Terms and Conditions.

18. The contractual relationship is also terminated upon the withdrawal of the agent from the agreement. The agent is entitled to withdraw from the agreement in the event of a substantial breach of the agreement by the ordering party, and may do so via an email sent to the ordering party at the address specified in paragraph 2 letter d) of these Terms and Conditions. Withdrawal comes into effect on the day following the delivery of the notice of withdrawal to the ordering party. The following paragraphs each constitute a substantial breach:
- a) fulfilment of the order in violation of paragraph 2 and/or paragraph 4 of these Terms and Conditions,
 - b) initiation of insolvency proceedings on the part of the ordering party,
 - c) any other substantial breach of agreement or repeated minor breaches of contract from the side of the ordering party.

Notice of withdrawal may also be sent by post to the contact address of the ordering party.

19. Unless expressly permitted by these Terms and Conditions or by required by law, neither party shall share, disclose, or otherwise transmit, directly or indirectly, any confidential information to a third party during, or after the terms of the agreement. The provisions of this paragraph do not apply to information that the receiving party can prove that it is or has become publicly known by some other means than a breach of confidentiality obligations, or that the receiving party had access to such information in some other way than the way in which communication is contractually restricted, before the date of its receipt from the disclosing party, or that it was received from a third party who had legally acquired it, and is not legally bound by any obligation restricting its disclosure, or that it was independently created without access to confidential information. The receiving party may publicise information acquired from the disclosing party if required by law or if it is necessary to comply with a court order or other legal authority or state supervisory entity.
20. The ordering party acknowledges that during the fulfilment of the contract, personal details are processed (name and surname/name of ordering party, date of birth/identity number of the ordering party, address/registered office of the ordering party, contact email of the ordering party, and other data specified according to paragraph 2 of these Terms and Conditions). Personal details are processed for the purpose of fulfilling the subject of the contract.
21. The legal relationships between the ordering party and the agent established by the order agreement as per paragraph 1 of these Terms and Conditions, as well as all claims from either party related to this agreement are governed by Czech law (in particular law no. 89/2012 Sb., Civil Code).
22. For the resolving of disputes arising from this agreement, the parties involved agree on the jurisdiction of the Prague 8 District Court or the Prague Municipal Court in cases when the jurisdiction of a regional court is established.
23. Given the nature of the order within this agreement, the agent in no way guarantees that the result of the order will be successfully achieved (i.e. the return of the deposit and credit), and the ordering party acknowledges and agrees with this.
24. The ordering party assumes all risk for any changes in circumstances, in accordance with Section 1765 (2) of the Civil Code.
25. If a force majeure prevents or delays the fulfilment of any obligation of this agreement, the agent shall be released from their obligation to fulfil, or fulfil in a timely manner, any obligations within the agreement, to the extent and duration of the effects of the force majeure, depending on the specific situation. The agent is obliged to inform the ordering party without undue delay about the occurrence of the force majeure. The agent fulfils their obligation as per this paragraph by posting an announcement on the webpage <https://www.obugohome.eu>. If the term within which the agent is unable to fulfil their obligations as a result of the force majeure exceeds 30 days, either party is entitled to withdraw from the agreement, with no obligation to pay any compensation for, or in relation to, such withdrawal.
26. These Terms and Conditions take effect on 15.8.2020.