

General Terms and Conditions Tunnel Liefkenshoek NV

ARTICLE I – GENERAL

The General Terms and Conditions of TUNNEL LIEFKENSHOEK NV, further called TLH, apply to anyone who uses, intends to use, or allows others to use the Liefkenshoektunnel, and are applicable to any agreement between anyone who uses, intends to use, or allows others to use the Liefkenshoektunnel, further called The User or Users.

The General Purchase Conditions apply to all requests, offers and orders relating to the delivery of goods or the performance of works and services on behalf of TLH.

The modalities for all applications regarding the acceptance of O (n) B (oard) U (nits) are stated in the EETS Domain Statement of TLH which is consultable / downloadable at www.liefkenshoektunnel.be.

TLH reserves the right to change the Terms and Conditions at any time. The amended General Terms and Conditions will completely replace the General Terms and Conditions in force at that time, as stated in the amended General Terms and Conditions.

ARTICLE II – CLASSIFICATION VEHICLES

The classification of the vehicles is only based on the total height of those vehicles. There are two categories:

- category 1: vehicles whose total height does not exceed 3 m
- category 2: vehicles with a total height greater than or equal to 3 m, including load, attributes on the roof, ...

ARTICLE III – (TOLL)RATES

For the use of the Liefkenshoek tunnel, also referred to as a passage, the different categories of vehicles apply in function of the means of payment and/or in function of the method of payment (whether or not automatically at a payment terminal) the rates stated in the appendix of these General Terms and Conditions, are located on the toll plaza and can be found at www.liefkenshoektunnel.be.

The rates are also announced by publication in any suitable manner.

TLH reserves the right to change the rates, as well as all costs related to the use of Liefkenshoektunnel, at any time.

ARTICLE IV – PAYMENT – DELIVERY OF A TOLTICKET - INVOICE

The means of payment stating the corresponding rate are posted on the toll plaza and can be found at www.liefkenshoektunnel.be.

Payment of the toll rate for the use of the Liefkenshoek tunnel and / or the registration of the electronic payment method (bank card, credit card, fuel card, OBU, Teletolbadge, ...) is made on the toll plaza.

TLH reserves the right to accept or not to accept additional means of payment and / or to limit the means of payment.

Cash payment is only possible in euros. If payment via an electronic payment method is not possible, there must be paid in cash.

TLH has no obligation, for the benefit of The User of the Liefkenshoek tunnel, after an electronic payment with a card, a remission / receipt/(Toll) ticket or similarly, to deliver a written document at the location where an automatic payment is made. If this were to be delivered, this is purely optional.

The (professional) User can prove the toll costs as a professional expense on the basis of an account extract or statement of expenditure after electronic payment with a card.

Professional users can request an electronic invoice (with collection statement) from TLH, subject to prior payment of an administrative fee (See appendix of these General Terms and Conditions). To this end, they must provide the following information with their written application:

- original toll tickets
or
- bank statements including the following information:
 - o direction of travel (Gent or Nederland);
 - o last 4 digits of the bank card / credit card with which the passage(s) was paid;
- user billing information + email address;

The application must be made no later than 1 year after the passage.

ARTICLE V – TELETOL SUBSCRIPTION - TELETOLBADGES

TLH, offers its subscribers Teletolbadges that can be used for all vehicles. The Teletolbadges are therefore not linked to one particular vehicle.

The use of a Teletolbadge and the right to join the Teletol subscription system implies the conclusion of a contract for the delivery and use of Teletolbadges for passageways to the Liefkenshoek tunnel, further referred to as the Teletol subscription, whereby these General Terms and Conditions are unconditionally accepted in their entirety. The holder / holder / user of a Teletolbadge is further called a subscriber.

A Teletol subscription is concluded online.

§1 - ACCESSION

Entry into the right associated with the Teletolbadge is subject to the payment of TLH invoices through a domiciled/authorized account with a European bank (SEPA Direct Debit) and communicating a valid email address to TLH.

TLH can exceptionally also accept other payment terms. TLH is free not to respond favorably to such an application.

Before accession, TLH may request additional payment guarantees from the potential subscriber. TLH is free to refuse any application for accession without giving any reason.

In the absence of one of the General Terms and Conditions, the right to use the Teletolbadge by TLH can be immediately suspended and/or revoked.

§2 - DURATION

The Teletol subscription takes effect upon receipt of the Teletolbadge(s) by the holder / applicant. The duration of the Teletol subscription is indefinite. The delivery costs are stated in the appendix of these General Terms and Conditions.

§3 - TELETOLBADGES/WARRANTY

TLH may, at its sole discretion, take any initiative to withdraw or manufacture the Teletolbadges. The subscriber has the option of applying for one or more additional Teletolbadges upon payment of the deposit. The Teletolbadge remains the property of TLH, which can demand its return at any time.

Teletolbadges that become technically defective during the period of validity can be replaced free of charge by a new one.

However, if the defective Teletolbadge is physically damaged, heavily soiled or no longer functions properly due to subscriber actions, TLH withholds the guarantee for compensation. For the new Teletolbadge therefore the guarantee and delivery costs must be paid again.

§4 - CONTROL OF USE OF THE TELETOLBADGE

The subscriber remains responsible and liable for the use of the delivered Teletolbadge(s). TLH is authorized to require the holder of a Teletolbadge to justify and prove his right to hold. If the user refuses to do so, the Teletolbadge is considered to be of no value and will be withdrawn. In such cases, the subscriber must pay the toll with another payment means.

In case of fraudulent and / or improper use of a Teletolbadge, the agreement will be terminated by operation of law and the tolls for all validated passages by TLH will be made payable.

The Teletolbadge must be expressly used for the passage of a single vehicle, i.e. it is not permitted to pay two or more passages with a single Teletolbadge simultaneously. The Teletolbadge should therefore be used in such a way that any traffic nuisance on the toll plaza and in the toll lanes is excluded.

§5 – BLOCKING OF A TELETOLBADGE

The subscriber's request to TLH to block a Teletolbadge must be made in writing

To block a Teletolbadge, TLH has a period of 2 working days after notification. Passages with the Teletolbadge between the time of notification and the effective blocking will be charged to the subscriber.

At the request of the subscriber, a new Teletolbadge will be delivered for a fee. The guarantee of the lost / stolen Teletolbadge expires.

§6 - INVOICING AND PAYMENT

TLH periodically generates invoices, either paper or electronic, for the costs of the passages that the subscriber has made through the Liefkenshoektunnel with the Teletolbadges made available to him. The invoices are drawn up in euros.

Invoices can be generated up monthly at the explicit request of the subscriber at an administrative cost (variable and to be determined by TLH).

A paper invoice does not state details of the passages stated by default (date, time, badge number, direction, amount), unless on written request.

The aforementioned details are automatically included on an electronic invoice.

In case of total or partial non-payment of an invoice on the due date:

- the subscriber's Teletolbadges will be immediately blocked;
- a first free reminder will be sent by operation of law and without prior notice of default, stating the additional costs;
- if the invoice is not paid within the expiry period, the subscriber will owe additional costs which are stated in the appendix of these General Terms and Conditions.

All invoices must be paid on: IBAN: BE78 3350 2439 9586 BIC: BBRUBEBB.

TLH may request additional payment guarantees from the subscriber during the term of the Teletol subscription.

§7 - EUROPEAN DIRECT DEBIT

The subscriber commits to pay the amounts immediately and unconditionally 20 days after the invoice date by automatically entering the invoice amount of the subscriber's account by TLH via an European SEPA Direct Debit.

In order to ensure payment before using the badge, the subscriber will ensure that the balance of his account 20 days after the invoice date is sufficient to pay the invoice.

The payments of the invoices are made in euros.

If payment could not be made, the Teletolbadges linked to the invoices are immediately blocked.

The revocation of permission to terminate the invoice amount via SEPA Direct Debit leads to immediate suspension and / or termination of the agreement with regard to the Teletol subscription.

§8 - TERMINATION OF THE TELETOLABONNEMENT

1. By the subscriber

The subscriber that wishes to cancel the Teletol subscription, must send the cancellation by registered letter to TLH.

The cancellation takes effect upon receipt of the registered letter by TLH.

The restitution of the Teletolbadge(s) linked to the agreement must take place either on the spot or by registered letter.

Costs related to termination are borne by the subscriber.

The deposit linked to the submitted Teletolbadge(s) will only be refunded after netting of all outstanding invoices.

However, if the submitted Teletolbadge is physically damaged, heavily soiled or no longer functions properly due to the actions of the subscriber, TLH withholds the guarantee for compensation, without prejudice to TLH's right to invoice the real costs to the subscriber.

2. By TLH

TLH reserves the right to terminate this agreement for any reason immediately and without any notification; TLH will inform the subscriber in writing with a notice period of 1 month.

However, in the event of non-payment of a single invoice, withdrawal of the bank guarantee or withdrawal of the bank transfer / authorization, the notice period will lapse.

In all cases, the subscriber must return the Teletolbadges of which he holds to TLH.

§9 – "PROHIBITION OF MAKING AVAILABLE TO THIRD PARTIES

It is prohibited to make Teletolbadges available to third parties for commercial purposes without prior and express permission from TLH.

ARTICLE VI - " SPECIAL TRANSPORT "- LICENSE HOLDERS

Those subject to routing obligations (including exceptional transport and A.D.R. transports) are subject to the usual toll rate plus the special costs associated with the supervision of these transports in the TLH concession area. Similar passages must be notified at least 15 days in advance. TLH is always free to ban these passages.

ARTICLE VII - LIABILITY

TLH is not liable for indirect and indirect damage, including, but not limited to, profit, turnover or loss of income and non-material damage.

TLH is not liable for damage that has not arisen due to its intent or fault and results directly from (non-exhaustive list):

- Occurred delay before, during or after the use of the Liefkenshoek tunnel, for whatever reason.
- Not being able to use the Liefkenshoektunnel for any reason.
- The unavailability of electronic services.
- Providing non-current, incorrect or incomplete information.
- The improper use of the Liefkenshoek tunnel and / or the toll plaza.
- The User fully indemnifies TLH against all claims by third parties for compensation for damage caused as a result of any shortcoming of the User or any wrongful act of the User. In addition, the User indemnifies TLH against all judicial, extrajudicial and other costs related to the shortcoming or unlawful act of the User.

ARTICLE VIII – FORCE MAJEURE

If TLH is prevented as a result of a circumstance that is not due to its fault, nor by law, legal act or force majeure, TLH is not obliged to fulfill any obligation to The Users. Force majeure in – is understood in addition to what is understood in law and case law - in any case: accidents, incidents, strikes, government measures, technical faults, fire and extreme weather conditions and their consequences.

The user cannot claim (damage) compensation due to TLH in case of force majeure under TLH.

ARTICLE IX - GDPR

All personal data that TLH acquires will be processed by TLH (as controller) in accordance with current privacy legislation (including the General Data Protection Regulation (EU) 2016/679)

This personal data will not be passed on to third parties, unless TLH is legally obliged to do so for accounting purposes and/or the collection of amounts due.

Under no circumstances will the personal data be transferred outside the European Economic Area. Users' personal data will be kept for 7 years - with the exception of the personal data related to a Teletol subscription that is kept for as long as the contractual relationship lasts and up to a maximum of 10 years after its end.

The User always has the right to send TLH a request for access, correction or deletion of personal data. The User also has the right to object to the processing of the personal data, lodge a complaint with the data protection authority or request TLH to transfer the data to another organization.

TLH uses camera surveillance on various locations. The camera images and their processing aim to (not exhaustive list):

- monitoring the traffic flows, the Liefkenshoek tunnel, the toll plaza, passages through the tunnel and on the toll plaza and securing it,
- monitor TLH equipment, protect the safety and interests of TLH - in particular its employees – and the Users,
- determining misconduct and / or traffic offenses,
- supporting legal procedures.

ARTICLE X - JURISDICTION

Only the Courts of Antwerp are authorized to hear claims against TLH. TLH will choose any claim against The User, the holder of a Teletol subscription or subscriber, before the District Court of Antwerp or Brussels or before a court that has jurisdiction under the law.

ARTICLE XI – CORRESPONDENCE AND COMPLAINTS

1. Correspondence

All correspondence with TLH must be sent by post or e-mail to:

Tunnel Liefkenshoek NV
Sint-Annalaan 1 - Haven 1968
9130 Kallo

info@liefkenshoektunnel.be or via the contact form on www.liefkenshoektunnel.be

2. Complaints

Complaints must be submitted in the same way as mentioned in paragraph 1. They will be treated and answered in writing as soon as possible.

Complaints that can be considered offensive, discriminatory, malicious and / or offensive will not be dealt with or answered.

ARTICLE XII – COMMENCEMENT

These General Terms and Conditions will enter into force on September 1, 2024.

APPENDIX: (TOLL) RATES AND OTHER COSTS

1. TOLL RATES (valid for 1 passage, including 21% VAT):

CASH PAYMENTS

	TARIEF
category 1	€ 7,00
category 2 (06h01 – 21h59)	€ 22,00
category 2 (22u00 – 06u00)	€ 7,00

PAYMENT WITH OBU & TETOLBADGE

	RATE
category 1	€ 4,00
category 2 (06u01 – 21u59)	€ 16,00
category 2 (22u00 – 06u00)	€ 4,00

PAYMENT WITH BANK- FUEL- AND CREDITCARD

Automatically	RATE
category 1	€ 5,60
category 2 (06u01 – 21u59)	€ 19,90
category 2 (22u00 – 06u00)	€ 5,60

Not automatically (by toll collector)	RATE
category 1	€ 7,00
category 2 (06u01 – 21u59)	€ 22,00
category 2 (22u00 – 06u00)	€ 7,00

2. OTHER COSTS (including 21% VAT):

Renewal and delivery of a Teletolbadge:	€ 40,00								
Termination of a Teletol subscription with billing balance	€ 7,00								
Monthly invoice on request with an invoice amount < € 100.00 and excluding invoices from June and December.	€ 7,00								
invoice on paper (hardcopy):	€ 2,00								
Details on hardcopy/paper invoice:	€ 2,50								
Manual input passage with Teletolbadge	€ 7,00								
Costs Teletol subscription for turnover on crossings less than € 50.00 per contract year of 12 months. (The contract year starts the month following the start date of the Teletol subscription)	€ 50.00 minus turnover from passages during contract year.								
Draw up invoice based on toll ticket (s) / bank statements	€ 15,00								
<p>For The User in the event of non-payment for a single passage and for the subscriber in the event of non-payment of an invoice within the period as included in art. XIX.2 of the Economic Law Code applies that:</p> <ul style="list-style-type: none"> the legal default interest is calculated at the reference interest rate referred to in art. 5 (2) of the law of 2.08.22 regarding. combating late payment in commercial transactions increased by 8 percentage points an additional loss amount consisting of a flat-rate compensation will be charged determined as follows: <table border="1" data-bbox="124 1435 1190 1671"> <thead> <tr> <th>UNPAID INVOICE AMOUNT</th> <th>MAXIMUM LUMP-SUM COMPENSATION</th> </tr> </thead> <tbody> <tr> <td>Lower than € 150</td> <td>€ 20</td> </tr> <tr> <td>Between € 150,01 and € 500</td> <td>€ 30 + 10% x (invoice amount - € 150)</td> </tr> <tr> <td>Above € 500</td> <td>€ 65 + 5% x (invoice amount - € 500) & max. € 2000</td> </tr> </tbody> </table> <p>The aforementioned costs and late payment interest also remain due when the overdue invoice is paid only in principal.</p>	UNPAID INVOICE AMOUNT	MAXIMUM LUMP-SUM COMPENSATION	Lower than € 150	€ 20	Between € 150,01 and € 500	€ 30 + 10% x (invoice amount - € 150)	Above € 500	€ 65 + 5% x (invoice amount - € 500) & max. € 2000	
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