

General terms and conditions

1. Subscription agreement

1.1 The subscription agreement may only be signed by an undertaking (the "Customer") and is entered into between the Customer and the Øresundsbro Konsortiet, Box 4278, 203 14 Malmö, Sweden. The agreement is a subscription agreement which, inter alia, entitles the Customer to a volume discount based on the number of crossings over the Øresund Bridge each year, against payment of an annual fee and by using an ØresundBizz transponder, an iTICKET, registered license plate, or another method of payment provided or approved by Øresundsbro Konsortiet from time to time (jointly referred to as "Payment Instruments").

1.2 If Øresundsbro Konsortiet so requests, an agreed payment security shall be provided by the Customer before the Customer is entitled to cross the Øresund Bridge pursuant to the subscription agreement. Pledged payment security shall be renewed regularly and adapted to prevailing credit risk. If Øresundsbro Konsortiet has provided the Customer with an ØresundBizz transponder and the Customer is placed in bankruptcy or suspends its payments, Øresundsbro Konsortiet shall be entitled to deactivate the Customer's ØresundBizz transponder until such time as acceptable payment security has been provided.

1.3 The subscription agreement shall apply until terminated by either party. The Customer shall be entitled to terminate the subscription agreement at any time by giving notice to Øresundsbro Konsortiet by email or letter. Upon termination, the Customer's entitlement to use the received Payment Instrument(s) shall terminate automatically. Upon termination by the Customer, any paid annual subscription fee will not be refunded.

1.4 Øresundsbro Konsortiet shall be entitled to terminate the subscription agreement with immediate effect if the Customer is in breach of its obligations under the subscription agreement or in the event of any other misuse by the Customer. In addition, Øresundsbro Konsortiet shall be entitled to terminate the subscription agreement on thirty (30) days' notice by email or letter to the Customer.

1.5 Øresundsbro Konsortiet shall be entitled to make amendments to the subscription agreement from time to time, effective thirty (30) days after Øresundsbro Konsortiet has given the Customer notice thereof by email. Øresundsbro Konsortiet shall also be entitled to change the prices for crossings from time to time, effective thirty (30) days after such price changes have been published on Øresundsbro Konsortiet's website (www.oresundsbron.com). Continued crossings by the Customer pursuant to the subscription agreement after price changes and/or amendments to the subscription agreement have been implemented shall be deemed to imply acceptance by the Customer of the new terms and conditions.

1.6 The Customer hereby consents to the automatic registration and processing of the customer details and crossing data provided by it, for the purposes of customer communications within the scope of the subscription agreement, and for credit information and debt collection purposes. The Customer shall immediately notify Øresundsbro Konsortiet of any changes to its customer details (including a specified debit/credit card).

1.7 Details of crossings made and a monthly specification are available to the Customer on Øresundsbro Konsortiet's online self-service "My Account". Complaints regarding incorrect registrations of crossings and any other complaints must be submitted as soon as possible, and in any event no later than two months after a crossing can be viewed on "My Account" or on an account statement for the connected debit/credit card.

1.8 The subscription agreement, and the rights and obligations provided therein, may not be transferred to any third party without Øresundsbro Konsortiet's prior consent. An ØresundBizz transponder provided by Øresundsbro Konsortiet may only be used by the Customer's representatives, the Customer's employees and representatives and employees of companies in the same group as the Customer. The Customer shall not be entitled to lend the transponder or allow it to be lent, or otherwise grant use of the transponder to any person or entity outside the above-mentioned group. If the Customer is using a Payment Instrument from another issuer than Øresundsbro Konsortiet, such other issuer's provisions shall apply to the Customer's use of such Payment Instrument. However, a prerequisite for the subscription agreement is that crossings are made by the Customer, the Customer's representatives and employees and employees of companies in the same group as the Customer. Consequently, crossings made by someone else, with a Payment Instrument attached to this subscription agreement, do not entitle a discount.

1.9 If the Customer intends to use an ØresundBizz in vehicles with a weight exceeding 3,500 kilo, the Customer shall inform the Øresundsbro Consortium of such vehicle's registration number. The ØresundBizz is thereafter attached to said vehicle and may not be used in another vehicle.

2. Further on ØresundBizz, iTICKET and other Payment Instruments

2.1 The subscription agreement entitles the Customer to crossings via electronic payment lanes for such categories of vehicle as described on Øresundsbro Konsortiet's website from time to time. The manner of registration depends on the Payment Instrument used. Øresundsbro Konsortiet website contains detailed information hereof.

2.2 ØresundBizz transponders provided by Øresundsbro Konsortiet are the property of Øresundsbro Konsortiet and must be returned in undamaged condition (except for normal wear and tear) to Øresundsbro Konsortiet upon termination of the subscription agreement. Where the Customer's ØresundBizz transponders are not returned in accordance herewith, a charge of SEK 200 per transponder shall be payable.

2.3 The iTicket is an electronic ticket which may be used for crossings over the Øresund Bridge under the subscription agreement instead of using an ØresundBizz or other Payment Instrument. The contact person designated by the Customer will receive a password sent separately in order to gain access to electronic orders of iTickets. The password may be used by the Customer's representatives, the Customer's employees, and representatives and employees of companies in the same group as the Customer. The Customer shall be obliged to handle the password in such manner as to avoid use by any person outside the above-mentioned group. The Customer is responsible for all orders placed using the allocated password until such time as the password is deregistered by Øresundsbro Konsortiet. Deregistration takes place automatically when the subscription agreement terminates or in the event of payment default. Furthermore, deregistration takes place immediately upon request thereof by the Customer to Øresundsbro Konsortiet's customer service.

2.4 iTickets are ordered according to instructions on Øresundsbro Konsortiet's website. Unused orders may be cancelled by the Customer free of charge. However, the Customer is liable for paying for ordered iTickets up until any cancellation of the order(s) by the Customer. All orders shall be cancelled automatically upon termination of the subscription agreement or in the event of payment default.

2.4 Crossings using iTickets, or registered license plate, will be charged when the crossing takes place, and will be reported in the monthly specification and in the regular invoicing of crossings made.

2.5 The loss of a Payment Instrument must be reported immediately to Øresundsbro Konsortiet on the online self-service "My Account". The Customer is responsible for payment in respect of each crossing through the use of the Customer's Payment Instrument until such time as the Payment Instrument is returned or until it is reported lost or de-registered the license plate from the agreement in accordance with this section.

3. EasyGo and other partnerships

3.1 Customers with valid ØresundBizz transponders provided by Øresundsbro Konsortiet shall automatically be entitled to use their ØresundBizz transponders as a payment instrument when using all toll roads and other transportation-related services connected to the EasyGo partnership (www.easygo.com). The Customer may also use its ØresundBizz transponders in other cases where Øresundsbro Konsortiet has partnerships with external companies. Up-to-date information regarding where the Customer may use its ØresundBizz transponders is available on Øresundsbro Konsortiet's website. The Customer may withdraw its ØresundBizz transponders from use within the scope of the EasyGo partnership by giving notice to Øresundsbro Konsortiet.

3.2 Where the Customer uses toll roads and other transportation-related services within the scope of the EasyGo partnership, or other partnerships entered into by Øresundsbro Konsortiet from time to time, the following provisions shall apply: this section 3 and section 5 below relating to payment terms, and the terms and conditions applied by the relevant operator or company relating to price and the liability of the Customer and the operator or company respectively.

3.3 Any customer who uses an ØresundBizz transponder provided by Øresundsbro Konsortiet for the purposes of (a) using toll roads or other transportation-related services within the scope of EasyGo; or (b) using another service offered by Øresundsbro Konsortiet in cooperation with a third party, shall pay Øresundsbro Konsortiet for such use. Øresundsbro Konsortiet shall then pass on the payment to the relevant operator or company.

3.4 The Customer is liable to pay for the use of such ØresundBizz transponders as have been provided by Øresundsbro Konsortiet (a) at a toll station owned by another operator connected to the EasyGo partnership; or (b) for the use of other services, until the subscription agreement terminates or the ØresundBizz transponder is reported lost, irrespective of whether the Customer or a third party uses the Customer's ØresundBizz transponder.

3.5 Complaints concerning EasyGo passage shall be submitted to the issuer of the payment instrument used for the passage. Complaints regarding any other service shall be submitted to the company that provided the relevant service. Complaints must be made within the period of time stipulated in the terms and conditions of the relevant operator or company.

4. Liability/responsibility

4.1 Crossings over the Øresund Bridge may be delayed or prevented due to, for example, a high volume of traffic, accidents, extreme weather or other damage to, and/or maintenance work on, the Øresund Bridge.

4.2 The Customer is responsible for collecting and assessing up-to-date traffic information in order to ensure that the vehicle is driven in an appropriate manner during a crossing. Øresundsbro Konsortiet is not liable for any loss incurred due to the manner in which the Customer or any other road-user drives its vehicle during a crossing.

4.3 The Customer undertakes to comply with traffic restrictions imposed on the Øresund Bridge from time to time.

4.4 Øresundsbro Konsortiet is not liable for direct or indirect loss (such as loss of production or loss of income) incurred by the Customer due to a crossing which is delayed or prevented pursuant to this section 4.

5. Price – Payment

5.1 The obligation to pay for crossings incurs when the vehicle passes the last exit before the Øresund Bridge.

5.2 The annual fee and the price for each crossing is determined based on the price list applicable from time to time for the relevant categories of vehicle covered by the subscription agreement (according to the description on Øresundsbro Konsortiet website) and, where applicable, less any volume discount based on the number of single crossings made by the Customer within each category of vehicle during the relevant calendar year.

5.3 The price for a crossing shall be based on the number of crossings which the Customer estimates it will make within each category of vehicle during the calendar year. Where more crossings than estimated have been made, the Customer shall be credited the difference between the price applied and the price which duly should have applied. Correspondingly, the Customer shall be charged where fewer crossings than estimated have been made. Crediting or debiting pursuant to this section is made after the end of the calendar year. Øresundsbro Konsortiet reserves the right to adjust the Customer's estimate of the number of crossings per calendar year in the event the Customer repeatedly makes fewer crossings per calendar year than what has been estimated.

5.4 Payment of the annual subscription fee and the fee for crossings shall be made against invoice in arrears or by charging a debit/credit card specified by the Customer. Where payment is made against invoice, the payment terms are invoice date + 30 days. If the Customer wishes to pay by use of a debit/ credit card, the Customer hereby consents to Øresundsbro Konsortiet obtaining payment for the annual subscription fee and fee for crossings by charging the specified debit/ credit card without such card being presented. The Customer is obliged to issue a power of attorney and take such other measures as may be required to enable such payments to be executed from time to time.

5.5 In the event of an overdue payment, interest on overdue payment shall be payable as from the due date in accordance with the applicable interest legislation. Costs may be incurred for payment reminders and/or debt collection.

6. Club BroPas

6.1 Through Club BroPas (the "Benefits Programme"), the Customer receives offers from companies in the Øresund region that cooperate with Øresundsbro Konsortiet ("Partners"). The offers are made available on Øresundsbro Konsortiet's website, by email or letter to the Customer (provided the Customer has consented thereto when entering into the agreement), and via external advertising. www.oresundsbron.com/partner_se contains a list of Øresundsbro Konsortiet's Partners. The list is regularly updated. The Customer will receive information regarding updates in conjunction with Øresundsbro Konsortiet's mail-outs of electronic newsletters.

6.2 The Customer shall be entitled at any time to cancel the receipt of further offers by notifying Øresundsbro Konsortiet's customer service (foretag@oresundsbron.com). However, during the processing period, the Customer may receive already scheduled mail-outs.

6.3 Any offers the Customer receives within the scope of the Benefits Programme are provided by the relevant Partners. Thus, Øresundsbro Konsortiet is not responsible for such offers, and any complaints or claims for compensation relating to an offer which has been accepted must, therefore, always be made to the relevant Partner.

7. Video recordings

Video recordings are made at the toll stations for the purposes of taking legal action against perpetrators for unauthorised crossings and for debt collection. CCTV surveillance is also used along the bridge for the purposes of obtaining information about the current volume of traffic and for dealing with accidents.

8. Governing law

Where the Customer has corporate domicile in Sweden, the subscription agreement shall be governed by Swedish law. In such case, any disputes shall be determined by a court of general jurisdiction in Sweden. Where the Customer has corporate domicile in Denmark, the subscription agreement shall be governed by Danish law. In such case, any disputes shall be determined by a court of general jurisdiction in Denmark. Where the Customer has no corporate domicile in either Sweden or Denmark, Swedish law shall apply, and disputes shall be determined by a court of general jurisdiction in Sweden, with the Malmö District Court as the court of first instance.