

# Agreement

## ØresundVideresalg (Reselling)

<b>Customer number</b> <i>To be completed by Øresundsbro Konsortiet</i>	
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The customer number is used to identify the agreement and must accompany any payment or other contact between the parties.

<b>Customer information</b> <i>To be completed by the customer</i>	
Name of company	
VAT reg.no	
Address	
Postcode and town	
Telephone and mobile	Telephone <span style="margin-left: 150px;">Mobile</span>
E-mail	
Name of contact person	

**Pricing and discount conditions**

See prices at [www.oresundsbron.com](http://www.oresundsbron.com)

**iTICKET** *To be completed by the customer*

iTICKET requested. If an iTICKET is requested, the following person is authorised to receive the password.

Name of contact person	
E-mail	

**Payment currency** *To be completed by the customer. Insert X.*

Payment is by monthly invoice.

Preferred payment currency	<input type="checkbox"/> DKK <input type="checkbox"/> SEK <input type="checkbox"/> EUR	If payment is made in EUR, conversion will be made from DKK to EUR.
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**Special conditions** *To be completed by Øresundsbro Konsortiet.*

The following special conditions have been agreed:



**General Conditions** (Appendix 1)

The General Conditions appearing in Appendix 1 are applicable to the subscription agreement.

**Order** *To be completed by the customer*

Having read the General Conditions set out in Appendix 1, an ØresundBusiness subscription agreement is hereby requested.

By	
Name	
Title	
Place and date	

**Confirmation** *To be completed by Øresundsbro Konsortiet*

The subscription agreement is hereby accepted on behalf of Øresundsbro Konsortiet.

By	
Name	
Place and date	

Agreement form incl.  
relevant attachments  
to be sent to:  
Øresundsbro Konsortiet  
Customer Service,  
Vester Søgade 10,  
1601 København V  
Denmark

## General terms and conditions

### 1. The Agreement

1.1 This resale agreement (the "Agreement") may only be concluded by an undertaking (the "Reseller") and is entered into between the Reseller and Øresundsbro Konsortiet, Box 4278, 203 14 Malmö, Sweden. By this Agreement, Øresundsbro Konsortiet grants the Reseller a non-exclusive right to market and sell the iTICKET, which is a ticket used for crossing the Øresund Bridge.

1.2 The parties are independent companies. They are in all aspects operating for their own account and at their own risk. Neither party is in any way entitled to represent or legally bind the other party.

1.3 The Agreement is entered into when the Reseller has delivered a signed and completed contract form (including appendices) to Øresundsbro Konsortiet. Following completion of its standard procedures, including obtaining of credit information, Øresundsbro Konsortiet will notify the Reseller whether or not its order has been accepted. Thereafter the Reseller will obtain from Øresundsbro Konsortiet a signed copy of the contract form (including appendices).

1.4 If Øresundsbro Konsortiet so requests, an agreed surety of payment shall be provided by the Reseller before the Reseller is entitled to reserve iTICKET pursuant to the Agreement. Any surety of payment provided hereunder shall be renewed regularly and shall in connection therewith be adapted to the prevailing credit risk.

1.5 This Agreement shall apply until terminated by either party. The Reseller shall be entitled to terminate the Agreement at any time by giving notice to Øresundsbro Konsortiet by email or letter. Upon termination, the Reseller's rights to reserve iTICKET shall automatically terminate.

1.6 Øresundsbro Konsortiet shall be entitled to terminate the Agreement with immediate effect if the Reseller is in breach of its obligations under the Agreement or in the event of any other violations by the Reseller. For the avoidance of doubt, any incorrect and/or inadequate accounting of reserved iTICKET shall constitute a violation of this Agreement. In addition, Øresundsbro Konsortiet shall be entitled to terminate the Agreement on three (3) months' notice by email or letter to the Reseller.

1.7 Øresundsbro Konsortiet shall be entitled to make amendments to the Agreement (including any discount applicable for the Reseller) from time to time, effective thirty (30) days after Øresundsbro Konsortiet has given the Reseller notice thereof by email. Øresundsbro Konsortiet shall also be entitled to change the prices for iTICKET, effective thirty (30) days after such price changes have been published on Øresundsbro Konsortiet's website ([www.oresundsbron.com](http://www.oresundsbron.com)). If the Reseller continues to reserve iTICKET pursuant to the Agreement following an implementation of price changes and/or amendments to the Agreement, the Reseller shall be deemed to have accepted the new terms and conditions.

1.8 The Reseller hereby consents to the automatic registration and processing of any information provided by it, for the purpose of customer communications within the scope of the Agreement, as well as for the purposes of obtaining credit information and collection of debt. The Reseller shall immediately notify Øresundsbro Konsortiet of any changes to such information provided under this Agreement. A crossing may lead to customer and crossing data regarding the Reseller's customers being registered. The Reseller is responsible for obtaining all necessary consents from the Reseller's customers.

1.9 Details of crossings made and a monthly specification are available to the Reseller through Øresundsbro Konsortiet's self-service system, "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 through "My Account" or on an account statement for the connected debit/credit card.

1.10 This Agreement, and the Reseller's rights and obligations provided for herein, may not be transferred to any third party without Øresundsbro Konsortiet's prior consent.

### 2. iTICKET

2.1 The Reseller is entitled to reserve iTICKET for its own account and for resale in its own name. The numbers of reservations that can be registered at each point in time are determined by the Reseller's current credit limit. In the event of overdue payments, Øresundsbro Konsortiet is entitled to immediately cancel any and all reserved iTICKET.

2.2 The contact person designated by the Reseller will separately receive a password in order to gain access to electronic reservations of iTICKET. The password may be used by the Reseller's representatives, the Reseller's employees, and representatives and employees of companies in the same group as the Reseller. The Reseller shall be obliged to handle the password in such manner as to avoid use by anyone outside the above-mentioned circle. The Reseller is responsible for all bookings made by using the allocated password until such time as the password has been deregistered by Øresundsbro Konsortiet. Deregistration takes place automatically when the Agreement terminates or in the event of default of payment. Furthermore, deregistration takes place immediately upon Reseller's request to Øresundsbro Konsortiet's customer service.

2.3 An iTICKET that has not been used may be cancelled by the Reseller free of charge. Registration of such cancellation is made within one (1) hour after the Reseller has reported the cancellation to Øresundsbro Konsortiet. The Reseller is responsible for crossings that take place within one (1) hour after the reported cancellation of such reservation. All reservations are cancelled automatically upon termination of the Agreement.

2.4 iTICKET entitles such categories of vehicles as is described on Øresundsbro Konsortiet's website from time to time to cross the Øresund Bridge. More information is available on Øresundsbro Konsortiet's website.

2.5 The loss of an iTICKET must be reported immediately to Øresundsbro Konsortiet through the self-service system "My Account". The Reseller is responsible for payment in respect of each crossing made by the use of an iTICKET sold by the Reseller until the iTICKET is reported lost in accordance with this section.

### 3. Sale - Marketing

3.1 The Reseller undertakes, to the best of its ability, to promote the sale of iTICKET. However, the Reseller has no obligation to dedicate any particular resources for the sale/marketing of iTICKET.

3.2 The Reseller is entitled to use Øresundsbro Konsortiet's trademark, in accordance with the instructions provided by Øresundsbro Konsortiet from time to time, when marketing and selling iTICKET. In the case of marketing, it should be made clear that Øresundsbro Konsortiet is the owner of the trademarks and any other distinctive marks. The obligation and the right to use such marks are limited to the term of this Agreement.

3.3 The Reseller does not acquire any rights of ownership whatsoever to Øresundsbro Konsortiet's trademarks, by virtue of this Agreement. Furthermore, the Reseller has no right to use or register trademarks, product names or firm-names which may be confused with Øresundsbro Konsortiet's trademarks, product names or firm-names.

3.4 Unless otherwise agreed in writing between the parties, each party shall bear its own costs associated with sales and marketing pursuant to this Agreement.

### 4. Price - Payment

4.1 The price for the Reseller's reservations of iTICKET is determined based on the, from time to time, current price list applicable for the relevant category of vehicles covered by the Agreement (as specified on Øresundsbro Konsortiet's website), less the applicable discount (if any). VAT shall be added, unless otherwise specified.

4.2 The Reseller is entitled to a discount according to the from time to time applicable discount percentage. The discount percentage applicable upon conclusion of this Agreement is specified on the contract form signed by the Reseller as set forth in section 1.3 above. The indicated discount constitutes full and final compensation for the Reseller's assignment under this Agreement. The Reseller is consequently not entitled to any further compensation under this Agreement.

4.3 Crossings using iTICKET will be charged when the crossing takes place, and will be reported in the monthly specification as well as in the regular invoicing of crossings made.

4.4 Øresundsbro Konsortiet will invoice the Reseller monthly in arrears, based on the number of registered crossings attributable to iTICKETs reserved by the Reseller. The payment terms are the date of invoice + 30 days.

4.5 In the event of an overdue payment, the Reseller shall pay a default interest on the overdue balance in accordance with the applicable legislation on interest as from the due date until the date of receipt of payment. Øresundsbro Konsortiet also has the right to charge the Reseller for costs incurred for demand notes and/or collection of debt. Furthermore, Øresundsbro Konsortiet has the right to cancel reserved iTICKETs as set forth in section 2.1 above.

### 5. Responsibility and Liability

5.1 The Reseller is responsible for informing its customers that 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.

5.2 The Reseller is responsible for informing its customers about the customers' responsibility to obtain and assess current 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 or damage incurred due to the manner in which the customer or any other road-user drives its vehicle during a crossing.

5.3 The Reseller is responsible for informing its customers about the fact that the customer undertakes to comply with traffic regulations or restrictions issued for the Øresund Bridge from time to time.

5.4 Øresundsbro Konsortiet is not liable for direct or indirect loss or damage (such as loss of production or loss of income) incurred by the Reseller, or the Reseller's customers, due to a crossing which is delayed or prevented pursuant to this section 5.

### 6. Governing law

Where the Reseller has domicile in Sweden, the 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 Reseller has domicile in Denmark, the 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 Reseller has no 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 District Court of Malmö as the court of first instance.