# AUTOBIZZ@-SENDER TERMS OF BUSINESS

# **GENERAL INFORMATION**

This website ("Website") is made available by BroBizz A/S, CVR no. 31854822, Vester Søgade 10, 1601 Copenhagen V, e-mail: info@brobizz.com, telephone +45 33 44 34 00.

If you have any problems with your order on this Website or if there are parts of the Terms of Business that you do not understand, please contact our Customer Service via:

- E-mail: kundeservice@brobizz.com
- Telephone: +45 70 20 70 49
- By post: Vester Søgade 10, 1601 Copenhagen V

## **IMPORTANT NOTICE**

THESE TERMS OF BUSINESS APPLY TO YOUR BOOKING ON THIS WEBSITE – PLEASE READ THEM CAREFULLY BEFORE PLACING AN ORDER.

The terms of business ("Terms of Business") can be updated from time to time (for example to reflect changes in technology, our business model, our system capacity or in relevant rules and legislation. We therefore request that you accept the Terms of Business every time you place an order with us. Any reference to "you" or "your" means you as a user of the Website and any reference to "we", "us", or "our" means BroBizz A/S.

If you do not accept the Terms of Business, you cannot place an order on this Website.

As a consumer you have the right to cancel this agreement without giving any reason within 14 days. Read more under "the Right to Cancel".

The defective goods regulations under the Sale of Goods Act apply to the order, which means that you have certain statutory warranties for the service in accordance with the contract.

By completing the purchase you will also have accepted our terms of contract – read more under "TERMS & CONDITIONS AUTOBIZZ® BUSINESS" and "TERMS & CONDITIONS AUTOBIZZ® PRIVATE".

#### Ordering

The online shop is open 24 hours a day, but may be closed due to maintenance. We try wherever possible to undertake such maintenance at night.

An order that is placed on a public holiday will be processed on the next working day.

You must be at least 18 years old to place an order via the Website and possess a valid credit card that is accepted by us.

We can only proceed with your order if the delivery address is a private or business address in one of the countries on our "We send to" list.

We reserve the right to cancel any Agreement in one of the following situations, without being liable for compensation or other costs:

- Your payment details are incorrect or cannot be verified
- Your order has been placed with the intention of committing fraud etc or given as part of a criminal action or other illegal activity
- We have reason to believe that you are under the age of 18

#### At which point in the ordering process are you bound by your order?

Before placing your order, you have the opportunity to amend the details you have provided, including delivery and invoice information or payment details.

When you have clicked "Order and pay" and keyed in your payment details, a receipt will appear on your screen. You are bound by the agreement from that point onwards. For more information, please refer to "the Right to Cancel"

Please contact our Customer Service if you made an error when placing your order, they are on hand to help you.

#### Access to the agreement

Your will be emailed confirmation of your order immediately after submitting it. You will also receive a copy of the Terms & Conditions and these Terms of Business. We retain agreements entered into, including your order and order confirmation, for a certain time period and we recommend that you also retain these documents because they may not subsequently be available on the Website.

## PAYMENT



## PRICES AND DELIVERY

The deposit is inclusive of taxes, VAT and fees.

Costs of delivery are covered by Brobizz A/S.

#### Delivery

We send to:

Denmark, Austria, Lithuania, Luxembourg, Latvia, Macedonia, Netherlands, Norway, Poland, Portugal, Romania, Russia, Sweden, Slovakia, Italy, Ireland, Hungary, Belgium, Bulgaria, Belarus (Republic of Belarus), Switzerland, Croatia, Czech Republic, Germany, Estonia, Spain, Finland, France, UK, Slovenia.

#### **Terms of supply**

The AutoBizz  $\ensuremath{\mathbb{B}}$  transponder will be delivered to the address provided when ordering.

The AutoBizz® transponder will be delivered approximately 7 days after ordering.

Please note that you are responsible for the AutoBizz® transponder following delivery. If the packaging appears to be damaged, you should contact Customer Service before you start using the AutoBizz® transponder.

#### Separate deliveries

If your order comprises a number of AutoBizz® transponders, we reserve the right to make separate deliveries. These may be necessary if some AutoBizz ® transponders are delayed or out-of-stock at the time the order was placed. You will be informed if your order is subject to separate deliveries.

#### The Right to Cancel (applies only to consumers)

As a consumer, you have the right to withdraw from this agreement without giving any reason within 14 days.

The cancellation period expires 14 days after the day on which you or your nominated third party, other than the carrier, takes physical possession of the AutoBizz B transponder.

In the case of several AutoBizz ® transponders ordered in one transaction, but delivered separately (i.e. separate deliveries), the Right to Cancel expires 14 days after the day on which you or your nominated third party, other than the carrier, takes physical possession of the last AutoBizz ® transponder.

In the case of a AutoBizz ® transponder or other item that comprises a number of parts or components, the Right to Cancel expires 14 days after the day on which you or your nominated third party, other than the carrier, takes physical possession of the last part or last component.

To exercise your right to cancel, you must inform us (see contact information below) of your decision to cancel in plain terms (e.g. by letter, fax or email). You may use the following standard cancellation form, but this is not compulsory.

The cancellation deadline is met if you send notification of your decision to exercise your right to cancel before the cancellation period has expired.

#### **Consequences of cancellation**

If you exercise your right to cancel, we will refund your deposit without any unnecessary delay and, under all circumstances, no later than 14 days from the date we receive

notification of your decision to cancel this contract. We may, however, withhold the refund until the AutoBizz ® transponder has been returned to us or you have sup-plied evidence of having returned it, whichever is the earliest.

You are only liable for damage to the AutoBizz ® transponder which is due to any other handling than what is necessary to determine its type, properties or the way in which it works.

We will process the refund using the same method of payment that you used for the initial transaction unless you have expressly agreed otherwise. Under all circumstances, you will not be liable for any fees as a result of the refund.

Payment for toll roads and other services that you may have used with your AutoBizz ® transponder is not part of your Right to Cancel in accordance with this agreement, as such payments do not relate to your agreement with BroBizz A/S, but to the individ-ual operator with whom you have used your AutoBizz ®. If you use the AutoBizz ® transponder before the cancellation period has expired, we will initiate a payment that corresponds to the passage/service from the Operator that you have used/received.

You are responsible for any direct costs of returns.

You must return the AutoBizz ® transponder or deliver it to us with no undue delay and no later than 14 days from the date that you informed us of your decision to exercise your right to cancel this contract. The deadline will be met if you expedite the return within the 14 day period.

We recommend that you save the certificate of posting as proof that you have delivered the package to the post-office/carrier.

Read more in "Terms & Conditions AutoBizz ® PRIVATE".

# **OTHER CONDITIONS**

### Force Majeure

We are not responsible for delays or failure to comply with our obligations under the Terms of Business if the delay or failure to comply is due to events that are outside our reasonable control.

## Severability

If one or more of the provisions in the Terms of Business are declared fully or partially invalid, the remaining provisions will continue to apply.

## Right of appeal (consumers only)

You have the right to appeal to the Consumer Complaints Board if you are dissatisfied with our agreement and cannot agree with our Customer Service about a sensible solution to the dispute. Follow the link to file an online complaint with the Consumer Com-plaints Board: https://minsag.forbrug.dk/FKVWeb/CheckComplaintStart.aspx

# STANDARD CANCELLATION FORM

(this form is to be completed and returned only if the Right to Cancel is valid)

- To BroBizz A/S, Vester Søgade 10, 1601 Copenhagen V, e-mail: kundeservice@brobizz.com:

- I/we \_\_\_\_\_\_ hereby notify you that I/we \_\_\_\_\_\_ wish to exercise my/our right to cancel in connection with my/

our \_\_\_\_\_\_ purchase agreement concern-ing the following products/provision of the following services \_\_\_

- Ordered on \_\_\_\_\_/received on \_\_\_\_\_

- Consumer's name \_\_\_\_\_
- Consumer's address \_\_\_\_\_
- Consumer's signature \_\_\_\_\_\_ (only if the contents of this form are on paper)

- Date \_\_\_\_\_