

# BROBIZZ A/S

## TERMS OF BUSINESS

### GENERAL INFORMATION

www.brobizz.com ("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](mailto: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".**

If you have ordered a bizz transponder, the defective goods regulations under the Sale of Goods Act apply to the order, which means that you have certain statutory rights in relation to the bizz transponder in accordance with the contract.

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

### 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.

If you have ordered a bizz transponder, 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".

When you order Number Plate Payment, you will be able to use this option shortly after having placed the order.

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

You will be e-mailed 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

We accept the following methods of payment:



### PRICES AND DELIVERY

The fee for ordering a bizz transponder is inclusive of taxes, VAT and fees. Costs of delivery of the bizz transponder 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 bizz transponder and/or the EuroBizz transponder will be delivered to the address provided when ordering.

The bizz transponder and/or the EuroBizz transponder will be delivered approximately 7 days after ordering.

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Please note that you are responsible for the bizz transponder and/or the EuroBizz transponder following delivery. If the packaging appears to be damaged, you should contact Customer Service before you start using the bizz transponder and/or the EuroBizz transponder.

### Separate deliveries

If your order comprises a number of bizz transponders and/or EuroBizz transponders, we reserve the right to make separate deliveries. These may be necessary if some bizz transponders and/or the EuroBizz transponder 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.

If you have only chosen Number Plate Payment as means of identification, the cancellation period expires 14 days after the day on which the agreement was concluded.

If you have only chosen the bizz transponder as means of identification or has chosen both the bizz transponder and Number Plate Payment, the cancellation period expires 14 days after the day on which you or your nominated third party, other than the carrier, take physical possession of the bizz transponder.

In the case of several bizz 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, take physical possession of the last bizz transponder.

In the case of a bizz 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, take 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 e-mail). 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 a cancellation

If you exercise your Right to Cancel and has chosen the bizz transponder as means of identification, we will refund your payment 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 bizz transponder has been returned to us or you have supplied evidence of having returned it, whichever is the earliest.

You are only liable for damage to the bizz 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 bizz transponder or Number Plate Payment is not part of your Right

to Cancel in accordance with this agreement, as such payments relate not to your agreement with Brobizz A/S, but to the individual operator with whom you used your bizz transponder or Number Plate Payment. If you use the bizz transponder or Number Plate Payment before the cancellation deadline has expired, we will initiate payment of an amount that corresponds to the passage/service provided by the Operator that you have used/received.

You are responsible for any direct costs of returns. If you have taken delivery of a bizz transponder, you must return the bizz 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.

## 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)

If the conditions for it have been met, you have the right to appeal to the Danish Competition and Consumer Authority (Center for Klageløsning), Nævnenes Hus, Toldboden 2, 8800 Viborg, if you are dissatisfied with our agreement and cannot agree with our Customer Service about a sensible solution to the dispute. The Customer may complain to the Danish Competition and Consumer Authority via [www.forbrug.dk](http://www.forbrug.dk). When filing the complaint, the Customer must state our e-mail address [kundeservice@brobizz.com](mailto:kundeservice@brobizz.com). The customer may complain to the Danish Competition and Consumer Authority via [www.forbrug.dk](http://www.forbrug.dk). When filing the complaint, the Customer must state our e-mail address [kundeservice@brobizz.com](mailto:kundeservice@brobizz.com).

You may also use the European Commission's online portal when filing a complaint. This is particularly relevant for Customers residing in another EU country. You can file your complaint by using the following link <http://ec.europa.eu/odr>. When filing the complaint, the customer must state our e-mail address [kundeservice@brobizz.com](mailto:kundeservice@brobizz.com).

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### STANDARD CANCELLATION FORM

(this form is to be completed and returned only if you choose to exercise your Right to Cancel)

To Brobizz A/S, Vester Søgade 10, 1601 Copenhagen V, e-mail: [kundeservice@brobizz.com](mailto: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 concerning 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