

Appendix 2 to the Contract for Usage of Toll Road

GENERAL TERMS AND CONDITIONS FOR THE CONTRACT FOR USAGE OF TOLL ROAD

The present General Terms and Conditions constitute an integral part of the Contract for Usage of Toll Road concluded between the **state institution "Belavtostrada"**, and the **Owner (Proprietor)** of the vehicle(s) (hereinafter – the **Owner**) as defined under the Contract for Usage of Toll Road.

Belavtostrada and the Owner are hereinafter jointly referred to as "the **Parties**", and separately as "the **Party**".

In connection with the Edict of the President of the Republic of Belarus No. 426 dated 27 September 2012 "On Individual Issues Concerning the Collection of Tolls for the Use of the Toll Road Network in the Republic of Belarus" (hereinafter – **Edict**) and the Procedure for Collection of Toll for the Passage of Vehicles on Toll Roads of the Republic of Belarus approved by the Resolution of the Council of Ministers of the Republic of Belarus No. 340 dated 30 April 2013 (hereinafter – **Resolution**), the Parties hereby declare as follows.

Chapter 1. Definitions

The terms used in the GTC shall have the following meaning:

Contract – the Contract for Usage of Toll Road concluded between the Owner and Belavtostrada with a payment regime as agreed between the Parties;

GTC – the General Terms and Conditions to the Contract which constitute an integral part of the Contract;

PTO - the Procedure for Technologic Operation of the Electronic Payment Device as attached to the Contract and published on the the official website www.beltoll.by.

All terms not defined in GTC are used in the meaning as defined by the Edict and the Resolution.

Chapter 2. General provisions

1. These GTC define:

- a) manner and principles of collection of the Toll from the Owner, as well as principles of settlements between the Parties,
- b) principles of making electronic payment device (hereinafter – **EPD**) available and method of the EPD use by the Owner.

2. Notwithstanding the version of GTC effective at the moment of execution of the Contract, the Parties shall always apply the latest version of GTC as in force in the particular moment. Change in GTC made by way of changes in the legal act approving GTC does not constitute change of the Contract and does not require any legal activity of the Parties.

Chapter 3. Electronic toll collection system

3. The Owner confirms awareness of the obligation to pay the Toll on time and in due amount, on the terms specified in respective legal regulations and confirmed and specified in the Contract and these GTC.

4. The Owner confirms that it is obliged to pay the Toll for passing the Toll Roads on the vehicle/vehicles specified in Appendix No. 1 to the Contract. Any change in data related to the registered vehicle, or any other data provided by the User at the moment of execution of the Contract requires changes in the Contract. Such changes shall be executed by Parties in written in the form of additional agreement being an appendix to the Contract. The Owner shall prior to the next passage of Toll Roads notify Belavtostrada on the necessary changes by addressing the distribution point (border distribution point) or servicing organisation depending on the way the relevant Contract was concluded.

Chapter 4. Making EPD available

5. EPD provided to the Owner under the Contract remains in the ownership of the Republic of Belarus. The Owner receives EPD in temporary free use within the electronic toll collection system in the Republic of Belarus. The Owner may use the EPD only to the extent envisaged by the Contract and on the basis of the Contract. The Owner confirms that at any time he can use only one active EPD personalised for a certain license plate number of a vehicle; each following EPD in such case is provided as suspended in service; the Owner can request change in status of an EPD from active to suspended in service and vice versa by addressing the distribution point (border distribution point) or servicing organisation via which the relevant Contract was concluded.

6. Pursuant to the Contract, Belavtostrada is obliged to:

- a) make available to the Owner a complete and technically efficient EPD for each registered vehicle of the Owner,
- b) deliver on the terms specified in Chapter 5 below of EPD replacement with the same or similar technical parameters in the event when the Owner has damaged or lost EPD or when it has been damaged due to a factory defect.

7. The Owner undertakes:

- a) not to change data introduced to EPD by Belavtostrada, as well as not to introduce any other or additional data (except for the number of axles in cases provided by the Resolution and the PTO). In the event of transfer of ownership of the vehicle to a third party the Owner shall notify Belavtostrada in writing within 3 (three) working days from the date of such transfer of ownership and shall return EPD to distribution point (border distribution point) or to servicing organization depending on the way the Contract was concluded; provisions in Chapter 7 Clause 16 below are applicable to such return,
- b) to use EPD only in accordance with due purpose, legislative requirements, provisions of the User Contract, GTC, and PTO,
- c) to duly protect EPD against its loss or damage,
- d) to use a functioning EPD when driving on the Toll Road,
- e) in accordance with PTO to follow the acoustic and visual signals emitted by EPD during the whole period of the toll road use taking into account that driving on the Toll Road without paying the Toll is a breach of the Edict and the Resolution that triggers the liability in accordance with the effective legislation,
- f) to place EPD for the purposes of tolling only in the vehicle assigned to the Owner by Belavtostrada,
- g) for vehicles having more than one set of license plate numbers issued – to pay the Toll using EPD personalised for a license plate number actually installed at a vehicle at designed places when driving at a toll road,
- h) for vehicles with technically permissible total mass exceeding 3.5 tones – to verify correctness of the number of axles of the vehicle installed on the electronic payment device prior to using the toll road and while driving on the toll road, especially after effecting of the prepayment,
- i) in case of acquiring of more than one EPD for one license plate number of a vehicle to inform an employee of Belavtostrada (distribution point (border distribution point) or servicing organization) at moment of receiving of such EPD,
- j) to check within 7 (seven) calendar days of receiving the parcel by courier mail, the correctness of the identification numbers of provided EPD for List of registered vehicles, which includes all EPDs which should be delivered to the Owner. In the event of any inconsistency, the Owner shall contact the Technical Support Desk for further instructions.

Chapter 5. EPD Payment and withhold of the deposit and replacement of

8. As a security for return of EPD, before receiving EPD the Owner undertakes to pay the deposit for every single EPD in the amount established by the Ministry of Transport of the Republic of Belarus (hereinafter – the **Ministry of Transport**) as of the day of paying of deposit. Payment is practicable at any distribution point, border distribution points and through servicing organisation.

9. If EPD has a factory defect, Belavtostrada shall replace it with a new device without any charge to the Owner by conclusion of an appendix to the Contract.

10. In the event of EPD damage resulting from other reasons than a factory EPD defect, Belavtostrada will withhold the deposit for the damaged EPD and will replace it with a new device upon payment of the deposit for the new EPD.

Chapter 6. Means of payment

11. The Toll shall be calculated by multiplying the rates of the Toll per kilometer established by the Ministry of Transport for a particular category of the vehicle and the length of the toll section in kilometers. Rates valid as of the day of execution of the Contract are defined in Appendix No. 3 to the Contract. Change in these rates made by way of changes in the respective legal act does not constitute change of the Contract and does not require any legal activity of the Parties. The Owner is obliged to pay the Toll according to the rates in force at each moment of passing of Toll Road.

12. In case of Contract in post-paid regime:

12.1. Payment of the Toll in post-paid regime is only possible by means of fuel card to be accepted by Belavtostrada.

12.2. In case the Owner's fuel card cannot be used anymore for payment, the Owner shall immediately notify Belavtostrada requesting the latter to block EPD(s) registered for such fuel card. Driving on the Toll Road with EPD registered for the fuel card which is not ready to pay, triggers an obligation of the Owner to pay the Increased Toll.

13. In case of Contract in prepaid regime:

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13.1. Payment of the Toll in prepaid regime is made by using one of the following means of payment to be accepted by Belavtostrada:

- a) bank payment card,
- b) fuel card,
- c) cash.

13.2. The Owner pays the prepayment for the Toll by any mean of payment specified in clause 13.1 above, before commencing using the Toll Road.

13.3. In the event when the prepayment balance is insufficient to cover payment of the Toll, the Owner shall be obliged to pay the Increased Toll.

13.4. In the event when during drive the User receives the warning message on low prepayment balance for further drive, as provided for in the PTO, the User is obliged to top up the prepayment amount at the nearest distribution point (border distribution point).

13.5. Drive on the Toll Road without sufficient prepayment balance for paying the Toll is a breach of the Edict and the Resolution and triggers the liability in accordance with the effective legislation.

14. In case of deforcement of funds, failure to return the funds, delay in payment and other financial malfunctions connected with failures and faults in the electronic toll collection system, interest on borrowed funds shall not be charged or collected.

Chapter 7. Refunds

15. Refund of the deposit is possible after a return of a technically efficient EPD. Refund of the deposit shall be done in the same way the deposit was effected by the User or by any other means provided by the operator.

16. In case of Contracts in prepaid regime:

16.1. Refund of EPD balance shall be done in the same way the prepayment was effected by the User or by any other means provided by the operator of the electronic tolling system.

16.2. Refund of the EPD balance is only possible after the termination of the Contract.

Chapter 8. Effective term of the Contract

17. The Contract is concluded for an indefinite period.

Chapter 9. Return of EPD

18. The Owner is obliged to return EPD(s) to Belavtostrada in the following cases:

- a) termination of the Contract;
- b) deregistration of the vehicle from the electronic toll collection system;
- c) transfer of ownership to the vehicle to a third party;
- d) change of the purpose of vehicle's operation resulted in change of legal ground for exemption from paying Toll or deprivation of right to be exempted from paying Toll;
- e) change of license plate of the vehicle.

19. Non used EPD shall be returned to Belavtostrada within 3 (three) years since the last transaction within the electronic toll collection system. Failure to return EPD within the mentioned period results in automatic deregistration of the vehicle assigned for such EPD from the electronic toll collection system. The deposit in such case is not refundable.

Chapter 10. Final provisions

20. All matters not regulated by the Contract and GTC, shall be governed by the law of the Republic of Belarus. Any disputes arising due to default or improper performance of the Contract shall be settled by the competent courts of the Republic of Belarus.

21. By executing the Contract the Owner declares that it became acquainted with the content of legal acts concerning the obligation to pay the Toll, its rights and obligations in this respect. In addition, it declares that the content of these acts is comprehensible. Legal acts are available at the official website www.beltoll.by.

22. By executing the Contract the Owner (the User on behalf of the Owner):

- a) declares that all information provided in the Contract and/ or appendices thereto is true and not misleading,
- b) consents that the organizations involved in the functioning and the operation of the electronic toll collection system and the

organizations authorized by each of them individually are allowed to collect, process, store and use personal data of the Owner, including among others in electronic form, for the purposes of performance of the Contract, handling and dealing with potential claims, as well as for statistical purposes, pursuant to legal regulations in force.

23. Belavtostrada and authorised organisations shall process the information of the Owner in the scope defined in clause 22 letter b) above in accordance with the effective legislation.

24. Belavtostrada shall not be liable for damage sustained by the Owner due to lack of operation of EPD caused by its damage, loss or disclosure of a factory defect.