

## Terms and Conditions applicable to the use of the Liefkenshoek Tunnel service

### 1. DEFINITIONS

As used in this Liefkenshoek Tunnel Addendum, the following words and expressions shall have the meaning set out below:

<b>Liefkenshoek Tunnel Addendum</b>	Terms and conditions applicable on the Liefkenshoek Tunnel Toll and hereinafter referred to as 'LHT Addendum'.
<b>Liefkenshoek Tunnel Guaranteed Payment Method</b>	Business Partner nominated by Satellic as Guaranteed Payment Method for the Liefkenshoek Tunnel Toll and hereinafter referred to as 'LHT Guaranteed Payment Method'. A list of the LHT Business Partners can be found on <a href="https://www.satellic.be/en-UK/partners#">https://www.satellic.be/en-UK/partners#</a> . For clarification reasons the Users having signed SEPA Direct Debit Addendum for LHT are considered as Satellic Business Partners for LHT.
<b>Liefkenshoek Tunnel Toll</b>	Toll due by the User in relation to its use of the Liefkenshoek Tunnel in Antwerp, as described in the present LHT Addendum and as hereinafter referred to as LHT Toll. It concerns an Additional Service upon which the Brussels Road Pricing Ordonnance, the Flemish Road Pricing Decrees and the Walloon Road Pricing Decree do not apply, hereinafter referred to as 'LHT Toll'.
<b>NV Tunnel Liefkenshoek SEPA Direct Debit Addendum for LHT</b>	The concessionaire that operates the Liefkenshoek Tunnel in Antwerp. Satellic's policy on the use of SEPA Direct Debit for the payment of LHT Toll. Upon written request by the User, Satellic will provide the SEPA Direct Debit Addendum.

### 2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

- (a) The Satellic General Terms and Conditions apply to the LHT Toll, unless this LHT Addendum specifically deviates therefrom or provides other terms.  
For Users who opt-in for the LHT Toll, this LHT Addendum becomes an integral part of their User Contract, as defined in Article 1 of the Satellic General Terms and Conditions.  
The Satellic General Terms and Conditions and this LHT Addendum are – as of the date of opt-in – to be read together and are mutually explanatory. The Satellic General Terms and Conditions, other than those explicitly modified by this LHT Addendum, shall be preserved and remain in full force and effect.  
In the event of any inconsistency or ambiguity in or between the provisions of the Satellic General Terms and Conditions and this LHT Addendum, the provisions of this LHT Addendum will prevail.
- (b) The terms and conditions of NV Tunnel Liefkenshoek as published on their website <http://www.liefkenshoektunnel.be> and as amended from time to time apply. In case of conflict between the Satellic General Terms and Conditions and the terms and conditions of NV Tunnel Liefkenshoek, the Satellic Terms and Conditions supersede.

### 3. ADMISSION REQUIREMENTS

- (a) The LHT Toll is restricted to Users having
- (i) a Standard Account;

- (ii) opted in for this Additional Service on the Road User Portal;
- (iii) a LHT Guaranteed Payment Method.

#### **4. ROLE AND CAPACITY OF SATELLIC REGARDING THE TOLLING IN THE LIEFKENSHOEK TUNNEL**

- (a) Tunnel Liefkenshoek NV has accepted the OBU issued by Satellic for payment of the LHT Toll.
- (b) Satellic's assignment is limited to the collection of the LHT Toll. Users accept that NV Tunnel Liefkenshoek unequivocally decides on the applicable tariff, electronically assessing the height of the vehicle. The tariff thus determined is the responsibility of NV Tunnel Liefkenshoek and cannot be contested.
- (c) Satellic does not give any representation or warranty regarding the access and availability of the Liefkenshoek Tunnel. Users acknowledge that NV Tunnel Liefkenshoek has the discretionary authority to close the Liefkenshoek Tunnel.

#### **5. PAYMENT**

- (a) The LHT Toll collected for passage of the Liefkenshoek Tunnel will be invoiced by Satellic according to Article 8 of the Satellic General Terms and Conditions.
- (b) The LHT Toll is only payable via a LHT Guaranteed Payment Method.

#### **6. TERMINATION**

- (a) The present LHT Addendum can be terminated:

##### **By the User**

- (i) By opting out for the LHT Toll;
- (ii) In accordance with Article 17.3 of the Satellic General Terms and Conditions;
- (iii) Upon termination by the User of the registration with the LHT Business Partner as LHT Guaranteed Payment Method.

##### **By NV Tunnel Liefkenshoek**

- (i) In accordance with the terms and conditions of NV Tunnel Liefkenshoek concerning the termination of use of the Liefkenshoek Tunnel.

##### **By Satellic**

- (i) By giving one-month prior written notice;
- (j) In accordance with Article 17.2. of the Satellic General Terms and Conditions.

- (b) Each party shall continue to perform its obligations under present LHT Addendum notwithstanding any notice of default or termination, until the termination becomes effective. Furthermore, the User shall pay any amounts it owes to Satellic for the Additional Service rendered.

#### **7. DISCLAIMER**

- (a) The Additional Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Additional Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Satellic, as well as its subsidiaries and affiliates, do not warrant that the Additional Service will function uninterrupted or will be available at any particular time.