



# UTA MultiBox® Repeat order

The UTA MultiBox® can be used for easy and convenient settlement of tolls in Spain, Portugal, Belgium (incl. Liefkenshoektunnel), at Herrentunnel (Germany) and, of course, in France - for vehicles of over 3.5 tonnes.

Please complete the form and send it to:  
**Fax: 00 800 / 88 26 83 62 or e-mail: support@uta.de**



UTA customer number		
Company name		
Contact person		VAT ID no.
E-mail	Telephone (incl. intl. area code)	French VAT identification number (if available)

## I/we wish to order a UTA MultiBox® for the following vehicle/s:

Vehicle registration number	Nationality	EURO category	Truck	Bus/coach	Vehicle manufacturer	Number of axles of truck-tractor	Max. total weight incl. semi-trailer in kg	Activation of Toll Belgium Service*	
								yes	no

**\*Please note regarding activation Toll Belgium:**



- ✓ Please add the filled in and signed "UTA MultiBox® Viapass Terms" to each purchase order.
  - ✓ A copy of the registration certificate, clearly indicating vehicle's data, is requested for each newly registered license number.
- Should the information regarding the Euro exhaust emission standard not be shown on the vehicle registration certificate, please also enclose evidence regarding the Euro emission class (e.g. CEMT permit, COP document).

➤ In case of repeat orders, please also check the valid rebate schedules, which are available in the UTA Exclusive Section, for modifications. If required, please forward the form "Subsequent registration for rebates" to UTA.

**Data Privacy:**

I herewith authorise UNION TANK Eckstein GmbH & Co. KG to save, process and use the data stated herein for all procedures relating to the present agreement. By signing the present registration form I also acknowledge having consulted and to accept the terms and conditions stated in the "UTA MultiBox® Terms of Contract" and the data protection regulations of "UTA", which are available online in the UTA Exclusive Section.

\_\_\_\_\_  
Company stamp, date and signature

# UTA MultiBox® - Terms of Contract

## 1. Subject-matter of the contract

By issuing the UTA MultiBox®, the company UTA enables her customers to participate in the electronic settlement of tolls with regard to European road networks, bridges and tunnels („use of infrastructure against payment“), as well as similar systems for electronic settlement of other services.

## 2. Use of the UTA MultiBox®

Enclosed to the UTA MultiBox®, the customer will also receive the instructions for use of the UTA MultiBox® which must be strictly adhered to: first-time operation and its subsequent use. It is the customer's responsibility to ensure the operational capability of the UTA MultiBox®. The same applies to providing the proper data and/or settings required for the UTA MultiBox®. The UTA MultiBox® is assigned to a specific vehicle registration number and, thus, must be used for this specific vehicle. The necessary control measures can be consulted in the instructions for use made available to the customer concerned. The UTA MultiBox® will remain the property of UTA.

The customer is obliged to ensure that each vehicle is equipped with only one UTA MultiBox® to avoid the risk of double toll transactions. Furthermore, the rebates offered by the toll companies will only be granted for one UTA MultiBox® per vehicle.

The companies operating the corresponding toll systems respectively their duly authorised representative („operating company“) are authorised, however not obligated, to exercise controls with regard to the proper use of the UTA MultiBox®, and are also authorised to confiscate the UTA MultiBox®, if it is not used according to contract.

## 3. Proof of Transaction

The proof of use of infrastructure against payment is made without any formal documents issued by the operating company, however, exclusively by means of electronic data transmission.

## 4. List of Rates/Tariff

UTA makes the UTA MultiBox® available against payment and performs services according to the list of rates/tariff referring to the UTA MultiBox®, which is available in its respectively valid version in the UTA Client Exclusive Section at [www.uta.de](http://www.uta.de). The UTA Client Exclusive Section can also be consulted by the customer, if a customer wants to modify or complement the services applied for. The corresponding modification of the service/rates will become effective on the first day of the following month.

## 5. Malfunction of the UTA MultiBox®

Once the malfunction or the defect of the UTA MultiBox® has been reported to UTA in writing, UTA will, as soon as possible, provide the customer with a personalised and ready for use replacement unit.

The customer is obliged to immediately - however, at the latest on receipt of the replacement unit - return the defective/damaged UTA MultiBox® (parcel by post to UTA). Should the malfunction or defect have been caused by the customer concerned, he will be invoiced the corresponding costs, according to the respectively valid rates stated in the "List of rates for the UTA MultiBox®".

The same applies, if the defective UTA MultiBox® has not been returned to UTA within 30 days (at the latest) after notification of its malfunction to UTA.

## 6. Theft or Loss of a UTA MultiBox®

To avoid any further unauthorised use of the device, theft or loss of a UTA MultiBox® must be notified to UTA immediately in writing. Instead of sending a written (paper) blocking notification, the customer may also notify UTA via the UTA Client Exclusive Section at [www.uta.com](http://www.uta.com).

After receipt of the notification, UTA will immediately inform the corresponding operating companies, as well as all other entities providing services in connection with the use of the UTA MultiBox®, about the theft/loss of the UTA MultiBox® and will request its blocking in the relevant systems.

However, UTA does not have any influence on the actual day/hour of effectiveness of the blocking in those systems, and, consequently, UTA will not be liable for any unauthorised use and/or possible unauthorised transactions effected in the meantime.

On the relevant customer's request, a new UTA MultiBox® can be delivered at the customer's expenses (see valid list of rates for the UTA MultiBox®).

If the UTA MultiBox® - which had been reported stolen or lost - is returned to the customer concerned within a period of four months after its date of blocking, the device must immediately be sent to UTA (parcel by post). In such case, and provided that the device is in good operational condition, the costs

possibly charged to the customer for the UTA MultiBox® will be refunded to the customer.

## 7. Liability/Indemnification

UTA will not be liable for any disadvantages due to abusive or improper use of the UTA MultiBox® or use other than specified in the existing contract. For the rest, any customer claims for compensation against UTA will be limited to those damages caused deliberately by UTA or through gross negligence of UTA.

Such exclusion of liability does not refer to bodily harm.

## 8. Communication of Data and Information

The customer is obliged to communicate to UTA all information required according to the present contract, and to inform UTA immediately about any modification with regard to the data and information required and provided to UTA on application. In particular, any change in business activity or company name, change of business location or any change regarding the vehicle fleet must be communicated to UTA in writing as soon as possible.

Furthermore, UTA must be informed in writing about any change in the customer's legal entity, such as cession or assignment of business assets, merger or division.

UTA is authorised to request - at any time - any up-to-date information with regard to the data and information necessary for fulfilment of the present contract and may, at any time, request copies of vehicle documents or other documents, data or information, which are required for registration of a customer with the operating company respectively in a toll system, and for which a UTA MultiBox® was personalised.

The customer authorises UTA to transmit the data received from the customer, for registration and/or the use of the UTA MultiBox®, to the relevant operating companies.

The same also applies to the customer data and/or documents requested from UTA by an operating company.

## 9. Contract Duration/Termination

The present contract becomes effective, once UTA has accepted the customer's application - after receipt by UTA of the customer's correctly completed UTA MultiBox® application form and the documents containing all data and information required and UTA's written confirmation of acceptance to the customer - however, at the latest upon receipt of the UTA MultiBox® by the customer. The customer may terminate the contract at any time by returning the UTA MultiBox® to UTA.

## 10. Termination and Consequences

In any case of termination of the present contract by UTA, the customer must immediately return (hand over or parcel by post to UTA) the UTA MultiBox® which had been placed at his disposal by UTA.

Until receipt of the UTA MultiBox® by UTA, all costs, according to the list of rates/tariff for the provision of the UTA MultiBox®, will be invoiced to the customer.

Toll amounts incurred due to unauthorised continuation of the use of the UTA MultiBox® will also be invoiced to the relevant customer. UTA herewith expressly reserves the right to any possible claims for indemnification.

If the UTA MultiBox® should not be returned within 30 days after termination, UTA will be authorised to invoice all costs relating to the UTA MultiBox® to the customer. If the customer returns the UTA MultiBox®, all services incurred referring to the UTA MultiBox® will be invoiced, including those relating to the month in which the UTA MultiBox® is returned to UTA and its receipt is confirmed by UTA.

UTA reserves the right to invoice any consequential charges due to transaction investigation/enquiries with regard to the proper use of the UTA MultiBox®.

## 11. Change of the present Terms of Contract/Change of Rates

The customer will be informed about any change of the terms and conditions of the present contract. By continuing to use the UTA MultiBox® after receipt of the corresponding notification of change, the customer automatically acknowledges the new terms and conditions. UTA will explicitly refer to this point in her notification of change.

## 12. Complementary Validity of the UTA General Terms and Conditions

In addition to the present Terms of Contract, UTA's General Terms and Conditions shall also apply in its respective version valid at that time. The relevant current version can be requested from UTA at any time or can be consulted at [www.uta.de](http://www.uta.de) for download.

## 13. Severability Clause

Should a term or condition stated herein become invalid, all remaining terms and conditions of the present contract shall remain unaffected thereby.

Updated: 01/10/2014

## UTA MultiBox® Viapass Terms

### 1. Legal situation/the UTA MultiBox® in the Belgian Viapass System

In the context of Viapass Services and with regard to the usage of the road network on which toll is charged/payable, UTA acts on behalf of Axxès, S.A.S. with a capital of € 8,533,000, registered address 10-12 Bd Vivier Merle in 69003 Lyon, France, registration number 482 930 385, which, in turn, acts on behalf and for the account of SOFICO Wallonia (Rue Canal de l'Ourthe 9/3,4031 Angleur, Belgium; VAT BE 0252151302), the administration of the Brussels Capital Region (Jardin Botanique 20, 1000 Brussels, Belgium) and the administration of the Flemish Region (Vlaamse Belastingdienst, Vaarstraat 16, 9300 Aalst, Belgium), (jointly referred to as the "Toll Chargers"). The UTA MultiBox®/es and the UTA services, especially in connection with billing, are provided for our own account.

### 2. Applicable Viapass provisions

The rights and obligations regarding the use of the toll road network against payment of the toll fees are specified for the Brussels Capital Region in the ordinance of 29 July 2015, for the Flemish region in the Decree of 03 July 2015, in articles 3.3.1.0.11, 3.3.1.0.13 and 3.5.3.0.2, and in paragraph 2 of the Tax Law of Flanders of 12 December 2013, and for the Walloon region in the decree of 16 July 2015 (jointly referred to as "Toll Regulations").

### 3. Contract with Toll Chargers

By using the road network for which toll is payable, a contract under Belgian law based on the Toll Regulations is created between the respective Toll Charger and you.

### 4. Emergency process for the Viapass service:

If, while driving through Belgium, the UTA MultiBox® is unexpectedly damaged or destroyed (note: a red light lights up in the display and four alerts are heard), a replacement box ("Satellic OBU") must be immediately ordered by calling +33 4 26 29 75 80. The box can then be obtained at one of the 65 Satellic service points (s.a. [www.satellic.be/en-UK/servicepoints](http://www.satellic.be/en-UK/servicepoints)).

### 5. Additional validity of the UTA T&C and UTA MultiBox® Conditions of Use

The General Terms and Conditions (T&C) of UTA and the General Conditions for the Use of the UTA MultiBox® in the version valid at the time of concluding this agreement shall apply in addition. They can be requested from UTA at any time or viewed and downloaded at [www.uta.de](http://www.uta.de). The use of the UTA MultiBox® can be terminated at any time in accordance with article 9 of the UTA MultiBox® Conditions of Use and article 7 of the UTA General Terms and Conditions.

### 6. Changes to the terms of this contract

Customers will be informed in writing of changes to the terms and conditions agreed herein. The modified terms are deemed as acknowledged if the customer continues to use the UTA MultiBox® after receipt of change notice.

### 7. Request for activation of the UTA MultiBox® for Viapass service:

By my signature, I request

Name: \_\_\_\_\_

Function: \_\_\_\_\_

on behalf of

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

VAT ID/Siret n°: \_\_\_\_\_

UTA customer number: \_\_\_\_\_

the activation of (a) UTA MultiBox(es)® for the vehicle(s) specified below and confirm that I will follow or have followed the steps specified below. I expressly accept the terms and conditions stipulated in clauses 1-6:

- I have verified the below-specified data of my vehicles which are herewith approved. Necessary corrections were made and I request the entry of the data specified herein.
- I herewith affirm, that I have consulted the enclosed information "UTA MultiBox® Service Update BEL Activation Instructions", relating to the activation of the UTA MultiBox®, and that I will follow resp. take care of the necessary steps/measures before using the UTA MultiBox® on any toll roads in Belgium.
- If, after activating the UTA MultiBox®, another OBU activated for toll collection in Belgium is available in the vehicle, it will be removed from the vehicle or deactivated prior to entering the toll roads of Belgium.  
I expressly consent to pay any additional toll fees which might arise after the successful activation of the UTA MultiBox®, if another OBU activated for toll collection in the Viapass system is in an activated condition while using the toll roads of Belgium.

\_\_\_\_\_  
Company stamp, date and signature