

WEX Europe Services (UK) Limited

Additional Terms and Conditions for an On-Board Unit

1. ADDITIONAL DEFINITIONS

1.1 In addition to the defined terms contained in the Terms, the following additional definitions apply to these OBU Terms:

- “**Fee**” means the monthly charge for the use of the OBU;
- “**OBU**” means the on-board unit supplied by WEX at the request of Customer.
- “**OBU Terms**” means these additional terms and conditions for an on-board unit.
- “**Terms**” means the Customer’s terms and conditions of use of the Card;
- “**Vehicle**” means Customer’s vehicle(s) which has an OBU installed in it.

1.2 For the avoidance of doubt, references to the singular include the plural and vice versa and the word

2. SUPPLY AND USE OF THE OBU

2.1 At the request of Customer, WEX will supply the requested number of OBUs for installation in Customer’s Vehicles as soon as reasonably possible.

2.2 The OBU will be already linked to Customer’s account when it is sent out. In order to do this, Customer must provide complete and accurate information during the ordering process.

2.3 All OBUs that Customer requests should be with Customer within 10 Business Days. If some or all of the requested OBUs do not arrive in this time, Customer must inform WEX as soon as possible so that the relevant OBU(s) can be disconnected. WEX will send out a replacement OBU as soon as possible following the Customer’s notification.

2.4 Customer may request additional OBUs at any time. Each OBU will be subject to the then-current OBU Terms.

2.5 Customer must only install and use its OBU in accordance with the instructions provided with it and the instructions of WEX.

2.6 Provided that the OBU is correctly installed, it will allow Customer access to and from the agreed toll roads and automatically assign the toll to Customer’s Card account.

2.7 The OBU remains the property of WEX at all times and Customer must not:

- (a) Disassemble, modify or alter the OBU in any way;
- (b) Sell, dispose of, or attempt to sell or dispose of, the OBU; and
- (c) Destroy or irreparably damage the OBU.

3. FEE

3.1 In return for the supply and use of the OBU, Customer will pay the Fee in arrears.

3.2 The Fee will be automatically added to Customer’s first Invoice issued under the Card Program each month and is payable in accordance with the Terms.

3.3 The tolls incurred by Customer via the OBU are automatically added to the Invoice issued for the Card Program and are payable in accordance with the Terms.

3.4 The Fee is not apportioned for partial months.

3.5 The Fee is payable whether or not the OBU was actually used in the relevant month.

3.6 Delivery costs are not included in the Fee and are payable separately. These will be added to Customer’s first Invoice following the supply of the OBU.

4. TERM AND TERMINATION

4.1 These OBU Terms will apply as long as Customer has an OBU.

4.2 If Customer wishes to stop using an OBU, it must provide written notice of at least 1 month of its intention to do so, such notice to expire at the end of a month, and send back the relevant OBU to WEX before that notice period has expired.

4.3 NO CANCELLATION BY CUSTOMER WILL BE EFFECTIVE UNTIL WEX HAS CONFIRMED RECEIPT OF THE RELEVANT OBU.

4.4 WEX may terminate these OBU Terms and/or disconnect any OBU at any time on written notice if any of the grounds for termination contained in the Terms exist, whether or not in relation to the OBU or the Card Program generally.

4.5 If these OBU Terms are terminated for any reason, Customer must return the OBU to WEX within 20 Business Days. Failure to do so will incur a Charge.

4.6 Termination/cancellation of these OBU Terms and/or disconnection of an OBU will result in Customer losing the automatic toll paying service provided by the OBU.

5. LIABILITY

5.1 While WEX supplies the OBU to Customer, it does not manufacture the OBU itself. Such warranties that WEX receives in respect of the OBU (if any) are passed on to Customer to the extent permitted by law, but no other warranties or representations are given or offered in respect of any OBU and its use.

5.2 WEX is not responsible for the failure of an OBU where this is due to the faulty installation of the OBU by Customer, or by Customer providing incorrect or inaccurate information at the ordering stage.

5.3 If an OBU is faulty, Customer should follow the procedure set out in the instruction manual or call the local WEX Card Centre for assistance.

5.4 WEX may arrange for a faulty OBU to be repaired or replaced by its third party suppliers, but is not responsible for the repair or replacement in any way. Should a repair or replacement not be satisfactory, Customer should contact the relevant third party supplier directly.

5.5 Payment of tolls is always Customer’s responsibility, whether by OBU or any other method. WEX will not refund overpaid tolls or tolls paid while an OBU is being repaired.

5.6 All tolls incurred using the OBU are deemed authorised by Customer unless WEX has received written notice that a particular OBU is lost, stolen, damaged, destroyed or is otherwise not authorised for use. In accordance with the Terms, Customer will be responsible for all tolls incurred for a period of 2 Business Days after notification to WEX.

5.7 Customer is responsible for any damage caused to or by the OBU unless such damage can be shown to arise from a latent defect in the OBU.

5.8 Customer will indemnify WEX against all loss, actions, claims, demands, proceedings, costs, expenses, liabilities, judgements, damages or other sanctions whether arising directly or indirectly from Customer’s failure to comply with these OBU Terms.

6. GENERAL

6.1 These OBU Terms apply to each OBU as a separate contract.

6.2 These OBU Terms supersede and prevail over the Terms to the extent that they conflict in any way.

6.3 These OBU Terms may be amended or varied by WEX in any way at any time on notice to Customer. Customer will be deemed to have accepted any such variation unless it notifies WEX otherwise.

6.4 Each of the clauses in this Agreement is independent and severable and shall not, in the event of any declaration of invalidity or unenforceability, affect the construction, or effect of, any other clause in this Agreement.

6.5 Notwithstanding any other provision in these OBU Terms, the Terms or any other document, neither this nor any other document shall constitute an agreement by WEX to take any action or refrain from taking any action that is in conflict with, penalised under, or compliance with which is prohibited by, US law or regulation.

6.6 These OBU Terms will be governed and construed under the same law, and is subject to the same jurisdiction, as stated in the Terms.