

**Annex I (Service Conditions)**

Annex to the EETS Domain Statement concerning the Danish Kilometer Tolling Scheme

Version: 1.0

Date: 24 November 2023

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## 1 DOCUMENT HISTORY

Date of first appearance of this entry into the register	1 February 2024
Last update	24 November 2023
Next review	Fourth quarter 2024

## 2 DEFINITIONS AND ABBREVIATIONS

All definitions in the EETS Domain Statement shall have the same meaning in this Annex.

In addition to the definitions in the EETS Domain Statement the following definitions shall apply for this Annex:

**"Means of Communication"** shall have the meaning set out in section 4.2.

**"Business Day"** means Monday through Friday except for public holidays, i.e., 24, 25 and 26 December (Christmas), 31 December and 1 January (New Year), Maundy Thursday, Good Friday, Easter Monday, Ascension Day, Whit Monday (Pentecost), 5 June (Constitution Day).

**"Payment Claim"** means the aggregated invoice of valid Billing Details sent to the EETS Provider, and to be paid to the Toll Charger according to the payment terms of the Agreement.

**"Payment Announcement"** means the digital message sent from the EETS Provider to the Toll Charger regarding payment of the Payment Claim, confirming that the EETS Provider has transferred the amount due to the Toll Charger's bank.

## 3 INTRODUCTION

This Annex is structured so the EETS Provider understands the service conditions required by the Toll Charger and the context in which these service conditions are expected to be fulfilled during operation of the Services to the EETS Users.

The next sections of this Annex are structured as follows:

- (i) **Section 4:** In this section, the Toll Charger's requirements related to service management are described, including general requirements for support to the Toll Charger and communication between the EETS Provider and the Toll Charger.
- (ii) **Section 5:** In this section, the Toll Charger's cooperative organisation during operation is described.
- (iii) **Section 6-9:** In these sections, the applicable service conditions of the EETS Provider are covered. The service conditions are divided into the following elements:
  - Monitoring and reporting (section 6)
  - Incident and defect management (section 7)
  - Invoicing requirements (section 8)
  - Complaint handling procedure (section 9)

## 4 SERVICE MANAGEMENT

Service management shall be provided in close cooperation between the employees responsible for handling daily operations both from the Toll Charger and the EETS Provider.

## 4.1 **Single point of contact (SPOC)**

The Toll Charger and the EETS Provider are to appoint their respective contact persons, the contact persons must function as single point of contact (SPOC) concerning communication between the Toll Charger and the EETS Provider. Besides appointing a SPOC from both parties, there will also be peer-to-peer communication between the parties' operational staff on a daily basis.

## 4.2 **Support to the Toll Charger**

The EETS Provider shall provide support to the Toll Charger, this support shall include handling and answering questions, inquiries and/or complaints by telephone, e-mail and/or using collaborative tool(s) introduced by the Toll Charger (the "**Means of Communication**"). The support to the Toll Charger shall be conducted in Danish or English regardless of the Means of Communication.

The EETS Provider undertakes to make sure that the EETS Provider's employees have a high knowledge of the Toll Charger and the Toll Domain to support the Toll Charger with high quality service and professionalism.

The Means of Communication shall be staffed and available to the Toll Charger on Business Days between the hours of 9.00 and 16.00 CET/CEST. Within this timeframe the EETS Provider must reply to the communication from the Toll Charger preferably within two (2) Business Days from receipt of the communication, unless otherwise agreed. As a minimum, the reply must include a time limit for a final answer.

Where an activity has been agreed upon at a meeting, including a deadline, and where it is impossible for the EETS Provider to keep that deadline, the Toll Charger must be contacted before the expiry of the deadline with a view to dealing with any consequences and to agreeing upon a new deadline.

## 4.3 **Service management meetings**

The parties will conduct service management meetings quarterly, or otherwise agreed, to discuss the operational situation in general. For the quarterly meeting, a report will be presented by the EETS Provider and discussed in accordance with the requirements in section 6.1.

Service management meetings will be conducted as remote meetings via Microsoft Teams or held at the Toll Charger's locations. In general, meetings will be held as remote meetings, but the Toll Charger can require the EETS Provider to physically attend service management meetings when this is deemed relevant. The EETS Provider is responsible for ensuring the service management meetings are duly held. The Toll Charger is responsible for taking minutes.

## 4.4 **Exchange and continuous update of actor information**

The EETS Provider is required to exchange the following actor information with the Toll Charger;

- (i) Core data, including;
  - a. Company name.
  - b. Postal address, postal code and country code.
  - c. National company registration number, and if the EETS Provider has one, a Danish company registration number.
  - d. Link to the EETS Provider's official website.
- (ii) Financial data, including;
  - a. Currency.
  - b. VAT number.

- c. IBAN number.
- d. BIC code.
- (iii) Contact information, including name, direct telephone and/or mobile phone number and e-mail address for the following responsible contact persons;
  - a. Contract relations between the EETS Provider and Toll Charger.
  - b. Customer and sales.
  - c. IT support.
  - d. Accounting and exchange of financial data.

During the cooperation between the parties the EETS Provider is responsible for informing the Toll Charger as soon as possible in case of changes to this actor information. Notification shall be provided to the Toll Charger's SPOC via email [EETS-KmToll@sbfdk](mailto:EETS-KmToll@sbfdk).

## 5 GOVERNANCE

The Toll Charger will have a collaborative organisation in place for cooperation with and support to the EETS Provider during operation. This collaborative organisation will include:

- (i) **The Toll Charger's SPOC:** The Toll Charger's SPOC will be the primary contact person related to communication with the EETS Provider. This SPOC will be situated within the Toll Charger's Scheme Management team. The Scheme Management team's responsibility covers, among others, contract management, reporting, follow-up on KPIs and complaint handling.
- (ii) **Representatives from Operation:** Employees from the Toll Charger's Business Application Support division will be appointed to cooperate with the EETS Provider on technical matters, among others, testing and re-certification.

The collaborative organisation during operation is yet to be determined in detail. Prior to the Operation Date the Toll Charger will update this Annex with the applicable cooperating organisation including names and contact details.

## 6 MONITORING AND REPORTING

### 6.1 Quarterly situation report

The EETS Provider shall prepare and send a quarterly situation report to the Toll Charger about the operational status. As a minimum, the quarterly report must include the following information:

- (i) Brief but adequate operational situation reporting;
- (ii) Compliance status showing whether the EETS Provider has met the KPI and service level requirements for the preceding quarter, cf. Annex G (Key Performance Indicators);
- (iii) An incident list comprising all reported incidents for the preceding quarter with relevant information, and the status of the incidents broken down per month (e.g., reported, worked around, temporarily remedied etc.);
- (iv) An incident curve showing the development in the number of incidents by calendar month and broken down by incident status;
- (v) A list comprising the top five inquiries related to the KmToll Scheme (these topics should reflect the questions and issues that the EETS Users report to the EETS Provider in relation to the KmToll Scheme);

- (vi) A list comprising the number of OBE failure reported/detected in the KmToll Scheme by calendar month including the provided solution to the EETS Users for the preceding quarter;
- (vii) A brief overview of the coming months' activities, focusing on corrective action, changes, and preventive maintenance; and
- (viii) Status on potential risk, if any.

The Toll Charger will present requirements for the format of the quarterly situation report, which the EETS Provider shall comply with.

The quarterly situation report must be received by the Toll Charger no later than ten (10) Business Days after the end of the quarter. The quarterly situation report will form the basis for discussion at the quarterly service management meetings.

## 6.2 **Quarterly report concerning complaints from EETS Users**

The EETS Provider shall prepare and send a quarterly report with aggregated data on complaints from the EETS Users received by the EETS Provider during the foregoing calendar quarter.

An enquiry by the EETS User to the EETS Provider may be deemed to be a complaint e.g., if the EETS User reports unsatisfactory or unacceptable behaviour by the EETS Providers or errors on part of the EETS Provider which can be of legal, technical or procedural nature, and/or the EETS User objects to the calculation and/or charging of Toll by the Toll Charger.

The quarterly report shall contain the following information in a table format:

- (i) Number of complaints per month;
- (ii) The reason for each complaint (aggregated per month); and
- (iii) The result of the complaint handling procedure (aggregated per month), divided into the following categories:
  - Complaint accepted due to 1) error on part of the Toll Charger, or 2) error on part of the EETS Provider.
  - Complaint rejected due to 1) error on part of the EETS User, or 2) other reason.

The Toll Charger may at any time demand additional information such as a specification from the EETS Provider containing information for each complaint. This specification shall, as a minimum, contain the following information:

- (i) The EETS Provider's case ID of the complaint;
- (ii) The date the complaint is received from the EETS User;
- (iii) The date the EETS Provider forwarded the complaint to the Toll Charger;
- (iv) The date of communication between the Toll Charger and the EETS Provider; and
- (v) The date the EETS Provider has sent the answer to the EETS User.

## 6.3 **Monthly report concerning KPIs**

Every calendar month the Toll Charger will generate a report concerning the EETS Provider's performance according to the KPIs for which the Toll Charger is responsible for measuring, cf. Annex G (Key Performance Indicators).

The KPI report will be provided in a format defined by the Toll Charger and forwarded via e-mail to the EETS Provider.

7 INCIDENT AND DEFECT MANAGEMENT

This section describes the conditions applicable to the EETS Provider to ensure consistency, clear reporting on incidents, and a basis for prioritisation, follow-up and defect management.

The requirements for incident and defect management are limited to the incidents and defects that have an impact on the Toll Charger and/or the Service in general. It is the EETS Provider’s prerogative to manage incidents and/or defects that has no impact on the Toll Charger and/or the Services in any way the EETS Provider deems appropriate.

7.1 Incident reporting tool

Reporting of incidents and incident management in general will happen primarily through the use of a ticket system chosen by the Toll Charger.

Incidents categorized as “Urgent”, system failure and the like, must be reported to the Toll Charger as soon as possible by e-mail and supplemented by a telephone call.

7.2 Categorisation and prioritisation of incidents

Incidents shall be categorised according to incident type and prioritised according to the impact and criticality of the incident. Incidents shall be categorised and prioritised according to the four levels as reflected in Table 1.

Table 1. Incident criticality matrix

	Impact 1	Impact 2	Impact 3	Impact 4
Criticality 1	Low	Low	Normal	Normal
Criticality 2	Low	Normal	Normal	High
Criticality 3	Normal	Normal	High	Urgent
Criticality 4	High	High	Urgent	Urgent

The incident types and levels of criticality and impact to which the incidents shall be categorised and prioritised during operation is yet to be determined in detail. Prior to the Operation Date the Toll Charger will update this Annex with the applicable types and levels.

7.3 Incident and defect management process

The incident management process is on a high level built around the following steps:

- (i) The incident shall be categorised and prioritised
- (ii) Initial analysis of the incident and assignment of the right resources
- (iii) Normal service operation is restored as quickly and efficiently as possible
- (iv) Adverse impact of IT failures on the business and operations are minimised
- (v) Work to resolve the incident is initiated (which may imply “workarounds”)

If the result of the analysis shows that the problem is caused by the EETS Provider, or the EETS Provider’s involvement is necessary for the Toll Charger to solve the incident, the Toll Charger will inform the EETS Provider, and the following process must take place:

- (i) The root cause of the incidents shall be found
- (ii) An incident report must be created with corrective actions for all incidents, including the incidents resolved through workarounds.
- (iii) The risk for recurrence of such incidents must be mitigated.

The focus shall always be on solving incidents classified as "Urgent" and/or "High" first as well as repeated incidents classified as "Normal".

## **8 INVOICING AND SETTLEMENT REQUIREMENTS**

### **8.1 General invoicing and settlement requirements**

Terms regarding invoicing and settlement must first and foremost be fully compliant with the requirements as stated in the Applicable EETS Legislation, the requirements in the Agreement and the Danish Law on bookkeeping ("Lov om bogføring Lov nr. 700 af 24/05/2022").

In general, settlement of transactions shall take place each calendar month, however, depending on the EETS Provider's credit rating the Toll Charger may require that settlement takes place on a weekly basis instead. This is regulated in the Agreement between the EETS Provider and the Toll Charger.

### **8.2 Settlements of transactions between the EETS Provider and the Toll Charger**

Settlement of transactions happens according to the following process:

- (1) Based on Toll Declarations from the EETS Provider, the Toll Charger will calculate the corresponding Billing Details, which will be provided to the EETS Provider.
- (2) Each calendar month the Toll Charger will generate a Payment Claim based on the acknowledged Billing Details for a single calendar month. The Toll Charger sends an Account Statement based on the approved Payment Claim to the EETS Provider.
- (3) Each calendar month the EETS Provider creates a Payment Announcement corresponding to the Account Statement based on the approved Payment Claim from the Toll Charger. The EETS Provider will transfer the amount of the Payment Announcement to the Toll Charger's bank.

Settlement happens as electronic exchange between the EETS Provider and the Toll Charger according to Annex F (Interface Specifications). Settlement between the EETS Provider and the Toll Charger shall take place in DKK currency, regardless of the currency in which the EETS Provider invoices the EETS User.

Each calendar month the EETS Provider will make a remuneration claim in the format of an invoice to the Toll Charger. The requirements for this invoice are listed in section 8.3.



**Figure 1:** Example of Account Statement forwarded by the Toll Charger to the EETS Provider

EETS Provider		Toll Charger	
Name:	EETS Provider 1	Name:	Sund og Bælt Holding A/S
Address:	nnnn	Address:	Vester Søgade 10
	Country		Denmark
Company Registration Number	12345678	CVR number:	DK 15694688
<b>Account Statement</b>			
		Account Statement number	KmToll00123
		Date:	31 January 2025
Amount due	Service period:	01-01-2025	31-01-2025
Period	Description		Currency
January 2025	Acknowledged billing details aggregated per month		DKK
	Payment Claim ID	EP1 100000001	Amount approved
			23.000.810,00
<b>Total amount due</b>	<b>15 February 2025</b>		<b>DKK 23.000.810,00</b>

**8.3 Invoice from the EETS Provider to the Toll Charger**

To claim remuneration, the EETS Provider shall each calendar month forward an invoice to the Toll Charger. The EETS Provider shall forward an invoice with separate transaction lines clearly stating:

- (i) the fixed percentage of the value of the Payment Claim in the KmToll Domain in a calendar month; and
- (ii) the fixed fee for the number of active OBE within the KmToll Domain in a calendar month.

An EETS Provider shall submit invoices digitally to the Toll Charger, CVR. 15 69 46 88, EAN no. 5790002111037. Only if the EETS Provider is unable to submit invoices digitally, the EETS Provider may submit invoices in PDF format to email [kreditorbogholderi@sbf.dk](mailto:kreditorbogholderi@sbf.dk).

An invoice from the EETS Provider to the Toll Charger must, as specified below, or as subsequently required by the Toll Charger, contain the relevant information. The following information shall appear on the invoice:

- (i) Invoice number (sequential): The sequential numbering must be based on one or more series and the number must uniquely identify the invoice.
- (ii) Invoice date: The last day of a calendar month.
- (iii) Period: The period refers to the period that the Service is performed which is the same as the calendar month or week where circulation has taken place.
- (iv) Name, address, and company registration/VAT number of the Toll Charger.
- (v) Name, address, and company registration/VAT number of the EETS Provider.
- (vi) Invoice price: The price on the invoice shall be specified as follows.
  - Transaction line 1: Fixed percentage x sum of the Payment Claim transferred from the Toll Charger to the EETS Provider for the respective calendar month or week.
  - Transaction line 2: Fixed fee per active OBE Type 1 x Number of active OBE Type 1 (units) for the respective calendar month.
  - Transaction line 3: Fixed fee per active OBE Type 2 x Number of active OBE Type 2 (units) for the respective calendar month.

- (vii) Payment Claim ID: The Payment Claim ID must correspond to the Payment Claim for which remuneration is claimed.
- (viii) Total invoice amount in DKK (including VAT).
- (ix) Language: Danish or English.

When the EETS Provider claims remuneration from the Toll Charger, the EETS Provider must include a list which contains OBE ID and license plate number for all active OBE. This list may be provided as an Excel sheet, or similar.

**Figure 2:** Example of invoice from the EETS Provider to the Toll Charger to claim remuneration.

Invoice							
Name:	Sund og Bælt Holding A/S	EETS Provider					
Address:	Vester Søgade 10 Denmark	Name:	EETS Provider 1				
TC VAT No.:	DK 15694688	Address:	nnnn				
Company Registration Number	DK 15694688	VAT number	1234				
		CVR number:	1234				
			Invoice no:	EP 1 100001			
			Date:	31-01-2025			
Issuer fee	Service period:	01-01-2025	31-01-2025				
Period	Service	Currency	Amount approved	Number of Active OBE	Pct.	Fee	Amount
January 2025	Payment claim ID: nnnn	DKK	23.000.810,00		1,90%		437.015,39
January 2025	Active OBE Type 1	DKK		11.200		45,00	504.000,00
January 2025	Active OBE Type 2	DKK		0		40,00	-
<b>Total</b>			<b>23.000.810,00</b>	<b>11.200</b>			<b>941.015,39</b>
			Amount subject to VAT	VAT PCT.		Amount	Currency
			VAT amount	25%		941.015,39	DKK
						235.253,85	DKK
<b>Due payment 15 February 2025</b>			Total amount incl. VAT		1.176.269,24		DKK

## 8.4 Invoice from the EETS Provider to the EETS User

When the EETS Provider invoices the EETS User they must comply to the requirements according to the KmToll Law ("Lov om vejafgift nr. 763 af 13. juni 2023 stk. 2").

Informative Danish translation:

Article (2) "Sund og Bælt Holding A/S collects road tolls on behalf of the Danish State in accordance with this Act when using vehicle equipment, cf. § 7. When using vehicle equipment, the provider of road toll services (the EETS Provider) issues an invoice with information about Sund & Bælt Holding A/S' name for the purpose of collecting tax according to this Act. However, payment of tax can only be made with release effect to the EETS Provider. Sund & Bælt Holding A/S is entitled to collect payment from an EETS Provider for all registered tolls for an associated EETS User, regardless of whether the EETS Provider has received payment from the EETS User".

The invoice sent from the EETS Provider to the EETS User is not subject to "Lov om merværdiafgift nr. 1021 af 26. september 2019" (the Danish VAT Act).

An invoice from the EETS Provider to the EETS User must contain the following information:

- (i) It must be stated that the invoice is issued by the EETS Provider in the name and on behalf of Sund og Bælt Holding A/S according to "Lov om vejafgift nr. 763 af 13. juni 2023".
- (ii) It must be stated that the service is not subject to VAT and accrues to the Danish State.

- (iii) It must contain a clear reference to "Lov nr. 571 af 18. december 2985, §6 stk. 1-6" (Danish Public Administration Act). This reference allows the EETS User to assess whether the Toll has been calculated on the correct basis.
- (iv) Invoice number (sequential): The sequential numbering must be based on one or more series and the number must uniquely identify the invoice.
- (v) Invoice date: The last day of a calendar month.
- (vi) Period: The period refers to the period that the Service is performed which is the same as the calendar month or week where circulation has taken place.
- (vii) Name, address, and company registration number/VAT of the Toll Charger.
- (viii) Name, address, and company registration number/VAT of the EETS Provider.
- (ix) Name, address, and company registration number/VAT of the EETS User.
- (x) Invoiced price: The Service according to the circulation in the period.
- (xi) The EETS Provider must be able to break down the invoiced Service at Billing Detail level.
  - The EETS User's access to detailed information on the invoiced Service can be fulfilled by the EETS Provider allowing the EETS User digital access to this. The time of when the invoiced Service has been provided must be stated in CET/CEST (Danish local time).
- (xii) Invoices must be stored (storage period) in accordance with applicable Danish accounting legislation. 5 years + current year.
  - The Toll Charger can request from the EETS Provider any invoice with associated attachments during the storage period.
- (xiii) Invoicing shall take place in DKK currency.
  - Invoicing in a currency different from DKK such as EUR may be agreed between EETS Provider and the EETS User.
  - If a currency other than DKK is agreed between the EETS Provider and the EETS User the exchange rate from DKK to the agreed currency used must be stated on the invoice.
- (xiv) Danish, English, Swedish and Norwegian are accepted as invoice languages, whereby the requirements of the Danish authorities are met.
  - Invoicing language different from the ones accepted by the Danish authorities may be agreed between the EETS Provider and the EETS User.
  - If a not accepted language is used, the EETS Provider is responsible for keeping a copy of the invoice in one of the accepted languages and providing the Toll Charger with a copy of the invoice upon request.
- (xv) Clear reference to the guidelines for filing a complaint to the Toll Charger.
  - The EETS User's access to this can be fulfilled by providing a link to the complaint guidelines on the Toll Charger's official website.

## Annex I (Service Conditions)

Annex to the EETS Domain Statement concerning the Danish Kilometer Tolling Scheme

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**Figure 3:** Example of invoice from the EETS Provider to the EETS User in Danish.

Faktura		Dansk	EETS-udbyder 1		
<b>Kundeoplysninger</b>			Udstedt af EETS-udbyder 1 i navn af og på vegne af Sund og Bælt Holding A/S i henhold til "Lov om vejafgift nr. 763 af 13. juni 2023"		
Navn	Poul Poulsen		TC navn:	Sund og Bælt Holding A/S	
adresse	Allégade 10 Frederiksberg, 2000 Danmark		TC adresse:	Vester Søgade 10, 1610 DK	
			TC CVR nr:	DK 15694688	
Kunde nummer	12345		Betaling kan alene ske med frigørende virkning til EETS udbyder 1		
momsnummer:	55555555		EAN No.:	579nnnnn	
CVR nummer	111xxxx		Bank	XXBADKKK	
			IBAN	NN12345506233	
			Faktura nummer:	KMT 1xxxxx1	
			Faktura dato	31.01.2025	
			Forfaldsdato	15.02.2025	
Periode	Bizz/OBE	Nummerplade	Type	Vægt kategori	Beløb DKK
jan-25	9208606200000011	AF97101 DK	KmToll - CO <sub>2</sub> Emission Class 5	26.000 kg	3.055,38
jan-25	9208606200000029	AF97102 DK	KmToll - CO <sub>2</sub> Emission Class 1	26.000 kg	12.221,50
jan-25	9208606200000037	AF97103 DK	KmToll - CO <sub>2</sub> Emission Class 1	26.000 kg	13.221,50
<b>KmToll er ikke momspligtig og tilfalder den danske stat.</b>			Total DKK	28.498,38	

**Figure 4:** Example of invoice from the EETS Provider to the EETS User in English, DKK currency.

Invoice		English - DKK currency	EETS Provider 1		
<b>Customer info</b>			Issued by EETS Provider 1 in the name of and on behalf of Sund og Bælt Holding A/S according to "Lov om vejafgift nr. 763 af 13. juni 2023"		
name:	Poul Poulsen		TC name:	Sund og Bælt Holding A/S	
address:	Allégade 10 Frederiksberg, 2000 Denmark		TC address:	Vester Søgade 10, 1610 DK	
			TC CVR No.:	DK 15694688	
Customer number	12345		Payment can only be made with release effect to EETS Provider 1		
Customer VAT No.:	55555555		EAN No.:	579nnnnn	
Company Registration Number			Bank	XXBADKKK	
			IBAN	NN12345506233	
			Invoice number:	KMT 1xxxxxx1	
			Invoice date	31.01.2025	
			Due date	15.02.2025	
Period	OBE	Licence Plate	Type	Weight Category	Tariff DKK
January 2025	9208606200000011	AF97101 DK	Km Toll CO <sub>2</sub> Emission Class 5	26.000 kg	3.055,38
January 2025	9208606200000029	AF97102 DK	Km Toll CO <sub>2</sub> Emission Class 1	26.000 kg	12.221,50
January 2025	9208606200000037	AF97103 DK	Km Toll CO <sub>2</sub> Emission Class 1	26.000 kg	13.221,50
<b>The KmToll is not subject to VAT and accrues to the Danish State.</b>			Total DKK	28.498,38	

**Figure 5:** Example of invoice from the EETS Provider to the EETS User in English, EUR currency.

Invoice	English - EUR currency	EETS Provider 1					
<b>Customer info</b>							
name:	Poul Poulsen	Issued by EETS Provider 1 in the name of and on behalf of Sund og Bælt Holding A/S according to "Lov om vejafgift nr. 763 af 13. juni 2023"					
address:	Allégade 10 Frederiksberg, 2000 Denmark	TC name: Sund og Bælt Holding A/S TC address: Vester Søgade 10, 1610 DK TC CVR No.: DK 15694688					
number	12345	Payment can only be made with release effect to EETS Provider 1					
VAT No.:	555555555	EAN No.: 579nnnnn					
Company Registration Number	123xxx	Bank: XXBADKDK IBAN: NN1234506233					
		Invoice number: KMT 1xxxxxx1					
		Invoice date: 31.01.2025					
		Due date: 15.02.2025					
<b>Period</b>	<b>OBE</b>	<b>Licence Plate</b>	<b>Type</b>	<b>Weight</b>	<b>Category</b>	<b>Tariff DKK</b>	<b>Tariff EUR</b>
January 2025	920860620000011	AF97101 DK	Km Toll CO <sub>2</sub> Emission Class 5	26.000 kg		3.055,38	410,12
January 2025	920860620000029	AF97102 DK	Km Toll CO <sub>2</sub> Emission Class 1	26.000 kg		12.221,50	1.640,47
January 2025	920860620000037	AF97103 DK	Km Toll CO <sub>2</sub> Emission Class 1	26.000 kg		13.221,50	1.774,70
<b>Exchange rate DKK/EUR: 7,45</b>		Total DKK				28.498,38	
<b>The Km Toll is not subject to VAT and accrues to the Danish State.</b>		<b>Total due, EUR</b>				<b>3.825,29</b>	

**9 COMPLAINT HANDLING PROCEDURE**

**9.1 General about complaint handling**

The deadlines and obligations of the complaint handling procedure described in this section only concern complaints about the calculation and charging of Toll. Other complaints from the EETS User shall exclusively be handled between the EETS User and EETS Provider. In cases where the EETS Provider assesses that a complaint from the EETS User may be due to a technical, procedural and/or administrative error on part of the Toll Charger the EETS Provider shall bring this to the Toll Chargers attention and the matter will be handled as part of daily operation.

The complaint handling procedure shall always adhere to the applicable legislation as referred in the EETS Domain Statement.

The EETS Provider shall to the greatest extent possible handle complaints about the calculation and charging of Toll from the EETS User. The EETS Provider bears the overall responsibility of securing that a complaint is handled correctly, that deadlines are met and that the EETS User is informed of the result in due time. If the EETS Provider is not the primary handler of the complaint, i.e., if the EETS User has filed a complaint directly to the Toll Charger the EETS Provider is still expected to extend its support and assist in meeting deadlines.

The Toll Charger will have the final saying in complaints concerning calculation and charging of Toll. For the EETS Provider the complaint handling procedure will primarily involve collection and analysis of relevant data necessary to enable the Toll Charger to make a valid decision.

**9.2 Deadlines and obligations of the complaint handling procedure concerning the Toll**

Complaints concerning the calculation and charging of Toll shall be made in writing to the Toll Charger.

The deadline for lodging a complaint is four (4) weeks from the date stated on the invoice received by the EETS User from the EETS Provider concerning circulation in the KmToll Domain. If the Toll

Charger has not received the complaint within the four (4) week deadline, the Toll Charger is entitled under the KmToll Law to refuse processing the complaint.

The Toll Charger will assess the complaint to determine whether to accept or reject the complaint. During this assessment the Toll Charger may request support of the EETS Provider e.g., to facilitate communication with the EETS User or provide necessary data.

If the Toll Charger decides to uphold its' decision, the Toll Charger shall no later than four (4) weeks after receipt of the complaint forward the complaint to the Danish Minister for Transport. The Minister for Transport may authorise another Authority under the Danish Transport Ministry to exercise the right and/or function which the Minister for Transport has under the KmToll Law.

When the Toll Charger forwards the complaint, it shall be accompanied by relevant documents pertaining to the case including the Toll Charger's remarks and the objections raised. The EETS Provider will receive a copy of the case sent to the Danish Minister for Transport. The EETS Provider shall share this with the EETS User.

The Danish Minister for Transport will make a ruling, accepting or rejecting the complaint and notifies the EETS Provider and the Toll Charger of the final decision after which the EETS Provider shall inform the EETS User. The case will then be closed in the Toll Chargers case management system.

### 9.3 **Appeal of rejected complaints**

If the EETS User wishes to appeal the ruling of the Danish Minister for Transport, the EETS User may bring a case before the Danish Courts, such a case must be brought before the Danish Courts within six (6) months of the day where the EETS User was notified of the final decision.

If the EETS User wishes to appeal the decision of the EETS Provider or the Toll Charger to reject a complaint, they shall take part in the relevant appeals/complaints board or in the potential lawsuit and bear all costs connected with the legal resolution. Overall, it is the party (EETS Provider or Toll Charger) who is responsible for the subject matter according to the terms and conditions in the Agreement who will have to participate as opposing party in a court case.

### 9.4 **Language**

The main language used in the complaint handling procedure is English. However, the EETS Provider may communicate with the EETS User in any language if this is acceptable to the involved parties. Between the EETS Provider and the Toll Charger it is the sender of the information (in any form) who has the obligation to translate (into English) when necessary either by own initiative or by request from the recipient.

### 9.5 **Access to and exchange of data**

With regards to the complaint handling procedure, the following data is relevant:

Data from the EETS Provider:

- (i) Contact data including vehicle data;
- (ii) Toll Declarations;
- (iii) Black List and White Lists; and
- (iv) Payment data.

Data from the Toll Charger:

- (i) Billing Details and/or Payment Claim; and
- (ii) If applicable, enforcement data (ANPR and pictures).

Additional relevant data may exist at 3<sup>rd</sup> parties such as identification of the vehicle owner at the national vehicle registers. Both the EETS Provider and Toll Charger shall keep a detailed log of data exchanged in connection with the complaint handling procedure. The parties must follow the rules of national legislation regarding storage of data.

For a complaint to be considered, the EETS User making the complaint shall provide sufficient credentials to be identified. These may encompass one of the following identifications or any combination hereof:

- (i) Contract number, related to the agreement with the EETS Provider
- (ii) The invoice in question
- (iii) Name and address
- (iv) Organisation number
- (v) Vehicle registration number
- (vi) License plate and nationality
- (vii) OBE ID
- (viii) PAN number

The EETS User shall contact the EETS Provider and provide the necessary information. If the EETS User contacts the Toll Charger directly, the Toll Charger will by default redirect the EETS User to the EETS Provider.

If the EETS Provider is not able to handle the complaint, the EETS Provider may ask the Toll Charger for the information necessary to process the complaint. Only in cases where this information is still not sufficient to process the complaint the EETS Provider may transfer the handling of the complaint to the Toll Charger.

The EETS Provider and Toll Charger may exchange any data deemed necessary to handle a complaint.

However, a “non-responsible” EETS Provider or Toll Charger with additional information about the court case is obliged to assist when necessary.

## 9.6 **Complaints related to enforcement cases**

Enforcement cases, cases where the Danish Road Traffic Authority puts a penalty charge notice on the EETS User, are issues to be solved between the Danish Road Traffic Authority and the EETS User. Any objection over a penalty charge notice is to be submitted to the Danish Road Traffic Authority by filling out a web-form on the Toll Charger’s official webpage.

In relation to objections from the EETS User, the EETS Provider is obliged to assist the Toll Charger identifying the EETS User and to deliver relevant information to the degree possible. From a service perspective the EETS Provider can assist the EETS User with communication, translation and other actions that will facilitate the process.