

Electronic toll regulation

1. The toll detection systems located on the “free-flow” portals of the Autostrada Pedemontana Lombarda S.p.A. (hereinafter also referred to simply as “**APL**”) highway network make it possible not only to identify the vehicle in transit and the relevant number plate, but also to ascertain the presence of the OBU – On Board Unit of the customer who is party to a contract relating to the automatic and deferred toll payment service through said on board unit valid on the aforementioned network as well.

Tolls relating to the transits detected by the portals via on board unit are thus charged according to the methods, terms and conditions laid down by the outstanding service agreement between customer and company providing said payment service.

Accordingly, the customer – party to such service agreement - who intends to use the APL highway network with a vehicle bearing a number plate associated with his own on board unit, by transiting under the abovementioned portals (preceded by appropriate road signs):

- a) acknowledges and accepts that the toll detection systems located on the portals identify by radio the on board unit for transit detection purposes, in order to link such unit with the contractual position of the customer concerning the automatic and deferred toll payment service, and automatically transmit the relevant data to the operator of such service, third party vis-à-vis APL, with a view to charging the sums later according to the methods, terms and conditions of the agreement relating to the service itself that binds the customer and said operator;
- b) acknowledges and accepts that, for the aforementioned purposes, the on board unit must be active, operational and correctly positioned inside the vehicle during the transits under the free-flow portals of the APL highway network, as prescribed by the relevant technical and contractual rules and/or conditions of use.

Moreover, said customer, bearing in mind the intrinsic technical characteristics of the free-flow portals, by transiting under them:

- c) generally authorises APL in advance, in the event of failure to detect via radio the on board unit supplied to the customer himself pursuant to the systems located on the free-flow portals (due, e.g., to inadequate speed of the vehicle, the lack or wrong positioning of the unit on board the vehicle, an unforeseen malfunction of the unit itself, etc.), to associate the relevant transits, detected through the number plate connected to the unit by cameras located on the portals, with the contractual position of the customer concerning the automatic and deferred toll payment service, for the purposes referred to under letter (a) above.

2. In those instances in which the customer, party to a contract relating to the automatic and deferred toll payment service through said on board unit valid on the aforementioned network as well, is simultaneously registered with the “*Number plate Account*” or “*Pedemontana Rechargeable*” payment system of APL, active at the time of transiting through the free-flow portals”, the customer himself:

- a) acknowledges and accepts that the toll detection systems located on the portals identify, as a priority, the on board unit for transit detection purposes, in order to link such unit with the contractual position of the customer concerning the automatic and deferred toll payment service, and automatically transmit the relevant data to the operator of such service, third party vis-à-vis APL. Said priority identification is foreordained for the resultant charging of the toll according to the methods, terms and conditions of the agreement relating to the service itself that binds the customer and said operator of the service;

- b) acknowledges and accepts that APL, in the event of failure to detect via radio the on board unit supplied to the customer himself pursuant to the systems located on the “free-flow” portals (due, e.g., to inadequate speed of the vehicle, the lack or wrong positioning of the unit on board the vehicle, an unforeseen malfunction of the unit, etc.), without prejudice to what is laid down in point 1 letter c) above will detect the transit through the number plate of the vehicle, in accordance with the general rules of its own FFML Toll Collection System, and subsequently charge the relevant toll to the “Number plate Account” or “Pedemontana Rechargeable” service pursuant to the methods, terms and conditions laid down by the outstanding service agreement with the customer;
- c) acknowledges and accepts that any application of the discounts from time to time activated by APL will be calculated by the latter in relation to the actual transit detection method, according to the prevalence described in this paragraph 2, under points a) and b) above, but without the right to accumulate the discounts envisaged for the different payment systems.