

General Terms and Conditions – Vignetteslovakia.com

Article 1 – Definitions

The following defined terms are used in these General Terms and Conditions:

1. **General Terms and Conditions:** these General Terms and Conditions.
2. **User:** the operator applying these General Terms and Conditions when concluding and executing a contract with a Customer.
3. **Customer:** the person who concludes or has concluded a contract with the User.
4. **Consumer:** any natural person acting for purposes not related to their commercial or professional activities.
5. **Service:** the application service offered by the User via the website (vignetteslovakia.com), through which the Customer authorizes the User to submit an application on the Customer's behalf for a Slovak motorway vignette at the official EZNAMKA portal.

6. **Service Costs:** the total fee (including VAT) paid by the Customer for the provision of the Service, covering administrative handling, processing, and communication with EZNAMKA.
 7. **Mandate:** the Customer's authorization granted to the User to act in their name and on their behalf for the purpose of applying for a digital vignette at EZNAMKA.
 8. **Agreement:** the contract between the Customer and the User in which the Customer grants a Mandate for the application of a vignette. The actual vignette contract is concluded directly between the Customer and EZNAMKA.
 9. **Eznamka:** the official Slovak electronic vignette system, which is fully operated by the Slovak authorities. The User is not affiliated with, nor an authorized representative or reseller of EZNAMKA.
 10. **Vignette:** proof of toll payment issued by EZNAMKA for a specific vehicle and period.
 11. **Grace Period:** the statutory period within which the Consumer may exercise the right of revocation.
 12. **Revocation:** the statutory right to cancel a distance contract in writing within the reflection period. A sample revocation form is included as Annex I to these General Terms and Conditions.
 13. **Day:** a calendar day.
 14. **Privacy Policy:** the User's Privacy Policy, published on the website (vignetteslovakia.com).
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Article 2 – User Information

Maut & Vignette B.V.

Operating under the name: Vignetteslovakia.com

Utrechtseweg 1-G
3811 NA Amersfoort
The Netherlands

Phone: +31 (0)85 303 39 23 (7 days a week, 09:00–17:00 CET)

Email: support@vignetteslovakia.com

Chamber of Commerce number: 85804363

VAT number: NL863747814B01

Article 3 – Applicability

1. These General Terms and Conditions apply to every offer made by the User and every contract concluded between the User and the Customer.
2. These Terms and Conditions will be made available to the Customer before the conclusion of the contract in such a way that the Customer can store them on a durable data carrier. If this is not reasonably possible, the User will indicate where they can be viewed electronically and confirm that they will be sent free of charge upon request.

3. These Terms and Conditions apply to all legal transactions between Maut & Vignette B.V. and its Customers. They also apply to Consumers as described in Article 6:230g of the Dutch Civil Code: “any natural person acting for purposes not attributable to their commercial or professional activity.”
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Article 4 – The Agreement

1. The Agreement is concluded when the Customer accepts the offer and fulfills the conditions set forth therein.
2. If the Customer accepts the offer electronically, the User will immediately confirm receipt of the acceptance electronically. The User shall take appropriate technical and organizational measures to secure electronic data transmission and ensure a safe online environment. Where electronic payment is offered, the User will provide appropriate security measures.
3. No later than upon delivery of the Service, the User will provide the Customer with the following information, in writing or in a storable format:
 - The User’s business address for questions or complaints.
 - The conditions under which the Consumer may exercise the right of Revocation.
 - Information on guarantees and post-purchase services, if applicable.
 - The total price, including taxes, service fees, and delivery charges, if any.
 - The revocation form sample for the Consumer.
4. By concluding the Agreement, the Customer grants the User a Mandate to apply for the digital vignette at EZNAMKA in the Customer’s name and on the Customer’s behalf.
5. The User facilitates the application process but does not become a party to the vignette agreement. The User cannot influence EZNAMKA’s processing, approval, or rejection of the application.

Article 4a - Legal Relationship and Disclaimer

1. The User acts solely as a service provider processing applications at the Customer’s request and on their behalf through a power of attorney.
 2. The actual toll agreement is concluded exclusively between the Customer and EZNAMKA.
 3. The User is not a reseller, broker, or distributor of vignettes and is not affiliated, endorsed, or authorized by EZNAMKA or the Slovak authorities.
 4. The User’s responsibility is limited to the correct and timely transmission of the Customer’s application data to EZNAMKA.
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Article 5 – Consumer’s Right of Revocation

1. The Customer may cancel the Agreement within 14 Days without giving any reason.
2. The reflection period begins the Day after the Agreement is concluded.

Article 6 – Exercise of the Right of Revocation

1. To exercise the right of Revocation, the Customer must notify the User within the reflection period, using the sample form or another clear statement.
2. The Customer bears the risk and burden of proof for the correct and timely exercise of the right of Revocation.
3. If applicable, the Customer must return received goods in accordance with the User's reasonable instructions. No direct costs will be charged for this return.
4. If the Customer cancels after explicitly requesting the contract's execution during the reflection period, the Customer owes a proportional fee for the part of the Service already performed.
5. The Customer bears no costs if:
 - The User failed to provide legally required information about the right of Revocation or the revocation form.
 - The Customer did not explicitly request performance during the reflection period.

Article 7 – User's Obligations in the Event of Revocation

1. If revocation can be submitted electronically, the User will immediately acknowledge receipt.
2. The User must refund all payments, including delivery costs, without undue delay and no later than 14 Days from the day the revocation notice was received.
3. Refunds will be made using the same payment method as the original transaction, unless agreed otherwise, and will be free of charge.

Article 8 – Exclusion of the Right of Revocation

1. By confirming the order, the Customer explicitly authorizes “**M&V**” to purchase the selected vignette on their behalf and to execute the order immediately.
2. The Customer agrees that processing and activation of the vignette shall begin immediately after payment and acknowledges that the statutory right of withdrawal ends once the vignette has been activated, received, or expired.
3. The Customer confirms and accepts the following declaration at checkout:
 - *I authorize Maut & Vignette B.V. (“M&V”) to purchase the selected vignette on my behalf and execute the order immediately. I understand my withdrawal right ends upon activation.*
 - *I agree that my order will be processed immediately and that my right of withdrawal ends once my vignette is activated, received, or expired.*
 - *I have read and accepted the Terms of Use and agree to electronic invoicing.*
4. According to **Article 16(a) and (m) of EU Directive 2011/83/EU (Consumer Rights Directive)**, the right of withdrawal does not apply to:
 - Services that are fully performed with the consumer's prior express consent and acknowledgment of the loss of the right of withdrawal once the service is performed;

5. The purchase and issuance of a Slovak vignette through **EZNAMKA** (<https://eznamka.sk>) fall under these provisions. Once the vignette is applied for and activated in the Slovak toll system, it is registered to a specific vehicle and cannot be altered, refunded, or revoked.
 6. Consequently, by granting M&V the mandate to apply for a vignette through EZNAMKA, the Customer acknowledges that:
 - o The actual toll contract is concluded directly between the Customer and **EZNAMKA**;
 - o The transaction is final once the vignette is successfully registered in the EZNAMKA system; and
 - o No withdrawal or refund can be made under EU law or EZNAMKA's official regulations after activation.
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Article 9 – Prices

1. The total price consists of:
 - a. the toll amount due to EZNAMKA for the vignette; and
 - b. the User's service fee for preparing, transmitting, and monitoring the application on behalf of the Customer.
 2. The User does not sell or resell vignettes and does not receive any commission or compensation from EZNAMKA.
 3. All amounts include VAT.
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Article 10 – Fulfillment of the Agreement

The User guarantees that all obligations under the Agreement comply with the specifications stated in the offer.

Article 11 – Delivery and Execution

1. The User shall execute the Agreement with due care.
 2. The place of performance is the address provided by the Customer.
 3. The User is obliged to deliver the Service within the agreed timeframe. If this is not possible, the Customer will be informed immediately.
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Article 12 – Payment

1. Unless otherwise agreed, payment is due immediately upon conclusion of the Agreement.

2. The Customer must notify the User immediately of any inaccuracies in the provided or transmitted payment details.
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Article 13 – Complaints Procedure

1. The User must have a clearly communicated complaints procedure and handle complaints accordingly.
 2. Complaints about contract performance must be submitted to the User fully and clearly within a reasonable time after the shortcomings are discovered.
 3. Complaints will be answered within 14 Days. If more time is required, the User will send an acknowledgment with an expected resolution timeline.
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Article 14 – Applicable Law

Contracts between the User and the Customer are governed by Dutch law. If the Consumer resides in another EU country and that country's legislation provides stronger consumer protection, those rights will also apply.

Annex I – Revocation Form Sample

(Fill out and return this form only if you wish to revoke the Agreement.)

- To: [Operator's name and physical address]
- Email: [Operator's email]
- I/We hereby notify you that I/we revoke our contract concerning:
 - Sale of the following product(s): [product name]
 - Provision of the following digital content: [digital content name]
 - Provision of the following service: [service name]
- Ordered on [date] / Received on [date]
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if submitted on paper)
- Date