

Special Terms for the Payment of German HGV Tolls by users registered with Toll Collect via DKV (special toll terms)



1. Basic information

a) Background

Since 01/01/2005, the Federal Republic of Germany has, pursuant to the Law on the imposition of mileage-based charges for the use of federal motorways by heavy goods vehicles (Autobahnmautgesetz — ABMG) as well as statutory ordinances issued based on this law, imposed tolls for the use of federal motorways by heavy goods vehicles. Via the Federal Office for Goods Transport (BAG), the Federal Republic of Germany has commissioned Toll Collect GmbH (hereinafter “TC”) with the operation of the toll system, in particular the imposition, collection, and payment of the tolls, and/or involved TC in the imposition of the tolls. TC offers parties subject to tolls the option of registering themselves as “registered users”, which allows them to pay the tolls via four toll collection procedures, namely

1. In an automated toll collection system via a vehicle device, also called an on-board unit (OBU), or
2. Via a manual transaction at toll station terminals (in simplified form using a TC vehicle card) or
3. Via a manual transaction via the internet
4. Via a manual transaction using the app.

With TC, these registered users can choose to pay the tolls “via fuel cards”, in particular also via DKV.

This being said, DKV and the customer hereby agree upon the following:

b) Scope of the General Terms and Conditions of DKV and these Special Toll Terms

Provided that the customer has himself registered with TC as a registered user and chooses to have payment of the toll processed by DKV based on a corresponding special agreement between the customer and DKV, DKV’s General Terms and Conditions (hereinafter “DKV-T&Cs”) shall initially apply, supplemented and in part modified by the following Special Toll Terms for the payment of the toll (in the broad sense of section 3 (a) (sent. 1) in the following) via DKV. The DKV-T&Cs also apply analogously to the extent that a DKV CARD is not at all used as such for the payment of the toll, in particular also when a new customer declines to receive and utilise DKV CARDS and desires to have the toll paid exclusively via DKV. The “DKV service provider” in the case of the payment of the toll is TC and “individual contract” refers both to the user relationship as such which is established between TC and the customer by the latter’s registration under TC’s General Terms and Conditions (framework contract) as well as the individual toll payment order or other order which the customer places with TC according to section 4 (sent. 2) or (sent. 3) in the following.

c) Modifications to the Special Toll Terms

DKV is entitled to modify these Special Toll Terms with effect for the future. DKV shall inform the customer of this in writing without the modified terms needing to be conveyed in their entirety; it shall suffice to provide notice of the fact of the modification, also in electronic form. Unless the customer objects in writing within one month of receipt of the notification of the modification, he shall be seen as having consented to the modification. DKV shall point out the right of objection in the respective notification of modification.

2. Establishment of the business relationship

The business relationship for tolls between DKV and the customer is established — even for entirely new customers — with regard to tolls only under the condition precedent that TC also accepts the registration application which the customer has filled out specifying the selection of payment via the “DKV fuel card” and/or a corresponding application for modification of registration — in the form of a corresponding registration from the customer, opening of a user account, and where applicable the delivery of one or more TC vehicle cards.

3. Purpose of the business relationship

- a) The business relationship entitles the customer to commission TC with the collection of the toll and/or statutory fees (namely the amounts which are determined in the toll collection procedure selected by the customer) and to pay the corresponding claims for advance payment and reimbursement of expenses owed to TC as well as any other claims from TC from the user relationship (e.g. due to the issuing of a new TC vehicle card, damage to an OBU, second copies of toll invoices or similar or cancellations of mileages) via DKV. The collection of the tolls and/or statutory fees as well as any deliveries of/repairs to new TC vehicle cards or OBUs or other products and services provided by TC shall be considered products and services which TC provides under its own name and on its own account (pursuant to section 8(c) of the DKV-T&Cs).
- b) DKV shall acquire the aforementioned claims owed to TC described in subsection (a) (sent. 1) which TC previously ceded to the settlement company AGES, from AGES. Regardless of the fact that DKV has acquired the claims owed to TC described in the aforementioned, in particular for the case that the acquisition of the claims should not take place due to any reason, the customer also commissions DKV with the payment of the claims he owes to TC described in the aforementioned upon establishment of this business relationship; upon usage, he simultaneously issues DKV a corresponding irrevocable order pursuant to section 4 (sent. 2) or (sent. 3) in the following.

4. Vehicle cards, OBU or App; usage

The TC vehicle cards provided to the customer by TC which simplify manual transactions at toll station terminals are not DKV CARDS as defined by the DKV-T&Cs. Individual orders from the customer with TC instructing the latter to pay the toll for the former are placed as soon as the customer drives along toll routes with a vehicle outfitted with a switched-on OBU in the automatic toll collection system, or places such an order in the form of manual transactions at the toll station terminal (using the TC vehicle card), via the internet, or using the app. Orders for the issuing of new TC vehicle cards, second copies of toll invoices etc. or for the cancellation of mileages are generally placed explicitly by the customer with TC.

5. Usage authorisation

The usage of the business relationship, in particular the TC vehicle cards and OBU for the purpose of engaging the DKV, is only permitted for the customer and his vicarious agents. At any time, the DKV can require the customer to specify the parties authorised for usage which he has handed over the TC vehicle cards and/or their data and/or vehicle devices to, as well as their addresses and samples of their signatures.

6. Payment obligations; invoicing; direct debit

- a) The payment obligations of the customer pursuant to section 9 of the DKV-T&Cs apply to all claims owed to TC acquired by DKV pursuant to section 3 (a) (sent. 1) which arise via authorised usage of the business relationship pursuant to section 4 (sent. 2 or 3) in the above or otherwise within the context of the user relationship with TC; as well as DKV's own claims for reimbursement of expenses which DKV incurs from the contractual relationship pursuant to section 3 (b) (sent. 2). DKV is entitled to charge a fee as defined in section 9 (b) of the DKV-T&Cs upon usage of the DKV CARD at the toll station terminal.
- b) DKV calculates the claims continuously or according to periods, whereby the claims regarding the toll per se are generally invoiced once per month, while the claims regarding other products/services by TC, on the other hand, may also be invoiced twice a month depending on quantity. The claims are listed in detail in the account statements for the DKV invoices according to the type of claim and the respective voucher numbers of the TC vouchers (e.g. the numbers of the TC toll invoices); the individual trips will not be listed.
- c) For the direct debit procedure, section 10 (e) of the DKV-T&Cs apply.

7. Right of termination for DKV and the customer; end of business relationship

DKV can prohibit the usage of this business relationship — also independently of any other simultaneously existing general business relationship — pursuant to section 12 of the DKV-T&Cs, block the customer at TC and/or terminate (cancel) the business relationship; the general prohibition of the usage of the business relationship also applies for the customer pursuant to section 12 of the DKV-T&Cs. The customer can terminate this business relationship at any time, but only when this termination extends to TC as well (overall or with regard to the invoicing via DKV). In all cases, this business relationship ends automatically when the order relationship between the customer and TC ends.

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