



General Terms and Conditions

Part A GENERAL CONDITIONS

1. Scope of the General Terms and Conditions (T&C-DKV)

- a.) **General scope:** These General Terms and Conditions (T&C-DKV) as amended from time to time apply to the entire contractual relationship between DKV EURO SERVICE GmbH + Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany ("DKV") and the DKV customer ("customer"). These T&C-DKV shall continue to apply after termination of the contractual relationship until the full settlement of the business relationship. Contrary or deviating conditions from the customer are not binding, even if DKV implements the contract without expressly rejecting them. This version replaces all previous versions of the General Terms and Conditions.
- b.) **Application of other special conditions:** Separate conditions agreed with the customer for other services from DKV shall take precedence over these T&C-DKV, even if they contain deviating or contrary provisions from these T&C-DKV.
- c.) **Amendments:** DKV reserves the right to amend these T&C-DKV with effect for the future. DKV shall inform the customer of these in writing without having to state the amended conditions in full; notification, also in electronic form, of the existence of the amendment is sufficient. The respective, current T&C-DKV are freely accessible on the website www.dkv-euroservice.com. If the customer does not reject the amendment within one month of receipt of notification, this shall be deemed to imply acceptance of the amendment. DKV will refer to the right of rejection in the notification of amendment.

2. Purpose and basis of the contract

DKV allows its customers to purchase deliveries and services and to use other services connected with running a vehicle from its contractually linked service partners and their service stations (service partners) without cash, which are offered through DKV.

The business relationship between DKV and the customer enters into force on the basis of an application submitted by the applicant, with which it acknowledges and accepts these T&C-DKV, and with the confirmation letter from DKV, but not later than upon acceptance of the legitimating objects (LEO) sent by DKV to the customer. The customer shall confirm receipt of the LEO. DKV grants to the customer a particular user framework (expenditure limit) and a particular payment deadline. The user framework granted and the payment deadline become component parts of the contract.

3. Legitimizing objects and purpose

In order to fulfil the purpose of the contract, DKV itself or jointly through contractually linked partners, provides the customer with the DKV Card / DKV Mobile Card Application (App) or other equipment for recording the deliveries or services received; which are hereinafter referred to as the legitimating object (LEO).

- a.) **DKV Card/DKV Co-Branded Card:** The DKV Card/DKV Co-Branded Card entitles the customer and its vicarious agents to make purchases in the period of validity and, if stated, for the specified vehicle, from the DKV service partners contractually linked to DKV in Germany and abroad, in some cases also directly from DKV, exclusively for commercial and vehicle-related purposes without cash or to pay for work and services and other services. The purchase of goods and the use of work and services, as well as other services, can be restricted by DKV using an authorisation level (restriction code = RC) selected by the customer, and which is shown on the card. For other authorised uses of the DKV Card, the customer cannot appeal against a subsequent invoice on the basis that the DKV Card had not been used to purchase goods or services for a commercial and vehicle-related purpose.
- b.) **DKV Diesel Direct Card:** A DKV Diesel Direct Card is issued by DKV either for use only in respect of a particular vehicle of the customer, which vehicle is identified by the vehicle registration number which appears on the DKV Diesel Direct Card, or for use in respect of all vehicles of the customer, which vehicles are identified by the vehicle registration papers or vehicle or vehicle rental contracts/lease agreements corresponding with the customer name as shown on the DKV Diesel Direct Card. A Diesel Direct Card is issued to the customer solely to enable the DKV customer to purchase diesel (or such goods and services as DKV may from time to time specify) from such DKV Diesel direct service stations as DKV shall designate for the acceptance of such Diesel Direct Card and such sale of diesel (or of other goods and services) shall be direct from DKV to the customer.
- c.) **DKV Mobile Card Application (App):** The DKV Mobile Card App allows the customer to use a DKV Card electronically. The specific use and licence conditions envisaged by DKV apply to the DKV Mobile Card App. The use of a DKV Mobile Card App requires the customer to have a compatible mobile end device, which is free from malware (viruses/Trojans, etc.) and which functions appropriately in every respect. Furthermore, an operating system approved by DKV, and an existing mobile phone contract with internet access, as a result of which additional costs may be incurred, are required on the end device used. When downloading and installing a DKV Mobile Card App, DKV does not provide hardware (e.g. mobile end device) or software (e.g. Firmware/operating system) or mobile phone services. DKV does not assume a guarantee for the customer's mobile end device being or remaining compatible with the technical requirements for using the DKV Mobile Card App. Nor does DKV assume a guarantee for the services from the customer's selected mobile telephone service provider being sufficient for use of the DKV Mobile Card App, for example in respect of network coverage, mobile phone capacity, failures or problems, etc.
- d.) **Other input devices:** In addition, DKV itself or through its cooperation partner provides other equipment for recording deliveries and services, notably road tolls, in return for a service fee (No. 9 b. T&C-DKV in addition to the fees specified in the device guidelines), in particular **DKV**

Box, Ecotax Box, GO-Box, Telepass, viaBox, OBU Skytoll. The customer shall treat the devices with due care and attention and shall keep them in a functioning condition. The device instructions and the guidelines regarding the respective devices become component parts of the contract when the device is handed over.

- e.) **Use of LEO in Italy:** Insofar as DKV has concluded a purchase contract with Italian suppliers for usual and normal requirements of particular goods as defined in Art. 1559 Italian Civil Code ("Codice Civile") or a service contract or services and works contract, the LEO allows the customer and its vicarious agents to purchase regularly recurring and long-term deliveries of particular goods as defined in 1559 Codice Civile for usual and normal requirements without cash, and to use the services at their service stations. Information about existing purchase contracts and service contracts or services and works contracts with Italian suppliers is available on the DKV website (www.dkv-euroservice.com). Changes to the portfolio of contracts with Italian suppliers are reported to the customer periodically, typically every quarter in the information line of the invoice statement, and with the note that the respective changes can be seen in the customer's details via the above website. All other goods, works or services purchased in Italy without cash by using LEO are provided directly to the customer as third-party deliveries.

4. Authorised users of LEO

- a.) **Right of use:** Use of the LEO by persons other than the customer and its vicarious agents or for vehicles other than those specified requires the consent of DKV.
- b.) **Naming the authorised users:** At any time, DKV can demand that the authorised users, to whom the customer has provided the LEO for use, be named, and their addresses and sample signatures be provided.
- c.) **Subcontractors:** In individual cases, DKV can handover the LEO to the subcontractor on the basis of a separate written agreement with the customer and its subcontractor. The customer and subcontractor are jointly and severally liable for any handover to the subcontractor. In the event of the termination of the business relationship between the customer and its subcontractor, liability cannot be restricted by the customer by reporting a block to DKV or by making an entry in the blocking system. Liability shall only end upon return of the LEO to DKV.

5. Use of LEO; check

- a.) **Validation check:** The service partners are authorised but not required to check the authorisation of the LEO user. To do this, they can inspect official documents, the vehicle's registration document or the vehicle rental agreement and reject deliveries and services if there is a suspicion that the LEO presented is being used without authorisation, has expired or is blocked.
- b.) **Receipt and document check:** If a receipt / delivery note is created at the service station, where technically available, this must be signed by the LEO user. Before signing, the LEO user has to check whether the receipt / delivery note has been completed correctly, in particular whether the information regarding the deliveries and services purchased, in respect of type, quantity and/or price is correct. When signing the document, the signature is not checked by the DKV service partner and is not object of the contract.
- c.) **Use without documentation: User of the services without submitting a card to the service partner:** If a receipt / delivery note is not created by automated DKV service stations for technical reasons, payment is with the LEO through correct use of the terminal or other technical equipment provided. Where available, the customer or its vicarious agent shall prove their authorisation by entering a personal identification number (PIN code). If the PIN is entered incorrectly three times, the LEO/the card is temporarily deactivated for security reasons. In this case, the customer should immediately contact DKV. When ordering goods or using services directly from DKV, the customer proves authorisation by entering the customer name and customer number.
- d.) **Using the LEO in the United Kingdom:** If deliveries or other services are purchased by the customer in the United Kingdom, the customer is required to present the LEO to the DKV service station before purchasing these deliveries or services. DKV reserves the right to carry out random checks of the compliance with this condition. The customer acknowledges that all deliveries and services purchased in the United Kingdom from a DKV service station are provided in the name and for the account of DKV.

6. Ownership of LEO, exchange, return and retrieval of LEO

- a.) **Ownership of LEO:** The LEO shall remain the property of DKV or the third party, which owned the respective LEO when it was provided to the customer.
- b.) **Exchanging LEO:** The customer must immediately report any damage or function errors to the LEO to DKV. DKV is authorised but not required to provide the customer with a new replacement LEO. If there is damage that has been caused by the customer, DKV can make the replacement dependent on the assumption of costs. Any claims by DKV against the customer due to such damage shall remain unaffected.
- c.) **Returning the LEO:** After expiration of the term, after further use has been prohibited, after the end of the business relationship and if they are used invalidly or are damaged, the LEO must be returned to DKV immediately and without request. The DKV Mobile Card Apps or other applications must be uninstalled from mobile end devices. If DKV Cards are involved, these must be made unusable by cutting the magnetic strip before being returned by the customer. The customer does not have a right of retention in respect of the LEO.
- d.) **Retrieving the LEO:** A LEO reported as lost may no longer be used if it is found again, and instead must be returned to DKV (lit. c.).

7. Duty of care, customer's liability and release from liability

- a.) **Safekeeping:** The customer and its vicarious agents shall keep and use all LEO carefully in order to prevent their loss and/or misuse. In particular, DKV Cards may not be kept in an unsecured vehicle or room.
- b.) **PIN code:** If the customer is issued with a personal identification number (PIN code), this must be kept confidential and may only be provided to authorised third parties. The PIN may not be noted on the card, in particular, or otherwise be stored unlocked or together with the LEO. The customer shall ensure that the person, to whom the LEO is provided, takes all necessary and reasonable measures to ensure the PIN and/or magnetic strip data are not accessed by unauthorised third parties.
- c.) **Duty to disclose and report the loss of a LEO:** If the customer discovers that a LEO provided to it has been lost or stolen, is being misused or the LEO or PIN is otherwise being used without authorisation, or if the customer suspects that another person has obtained a LEO without authorisation, or suspects that a LEO is being misused or is otherwise being used without authorisation, DKV must be advised immediately (block report). The block report can be made by telephone, e-mail, fax or in writing to the customer's contact details provided for the purposes of submitting a block report when the business relationship started. The respective current contact details for submitting a block report are available on the website www.dkv-euroservice.com. The customer shall advise DKV immediately after discovering an unauthorised or incorrect use of a LEO. The customer must report any theft or misuse to the police. The customer shall send DKV a copy of the report.
- d.) **Liability:** The customer is liable for the non-contractual use or misuse of the LEO unless it and the authorised user took all reasonable measures against the non-contractual use or misuse of the card. The customer has not taken all measures reasonable for it to prevent non-contractual use or misuse of the card if the non-contractual use or misuse of the LEO has been made easier or has been facilitated by
- (1) The LEO not being kept carefully (lit. a.),
 - (2) The PIN code being noted on the DKV Card or otherwise directly connected or kept with it (lit. b.),
 - (3) The report of the theft or loss was not forwarded to DKV immediately upon discovery (lit. c.) or
 - (4) The LEO has been provided to third parties or subcontractors without authorisation.
- The customer is responsible for breaches of the duty of care by persons to whom it provided the LEO.
- e.) **Indemnification:** If the reasonable measures have been taken, DKV shall indemnify the customer from liability for any use of the LEO after receipt of the theft or loss report by DKV.

8. Conclusion of individual contracts regarding deliveries and services

- a.) **Purchase authorisation:** The customer reserves the right to use the LEO in accordance with these Terms and Conditions to purchase particular goods and services without cash from service partners linked to DKV (goods and services hereinafter referred to jointly as "deliveries and services"). The respective goods and services are based on the agreements concluded between the customer and DKV for the LEO provided to the customer.
- b.) **DKV's and the service partners' freedom to supply:** Neither DKV nor its respective service stations and service partners are required to provide deliveries and services or to conclude individual contracts regarding the purchase of deliveries and services through the customer. Such a requirement only arises through the conclusion of an individual contract regarding the respective contract delivery / service. In particular, DKV does not guarantee the ability of the service partners to make deliveries, whether direct deliveries or through third parties.
- c.) **Content of the individual contracts – Direct delivery** – Deliveries and services are generally provided in the name and for the account of DKV on the basis of corresponding contracts with the service partners ("direct delivery"). The service station is not authorised to agree additions to the statutory scope of delivery with effect for DKV and to its cost or to agree deviations from these T&C-DKV and / or to provide guarantees with effect for DKV.
- d.) **– Third-party delivery** – In cases where this cannot be agreed or can only be agreed in part with the service partners, DKV shall broker their range of services; in this case, the deliveries and services shall be provided directly by the service partner to the customer and for a fee DKV shall acquire the debts deriving from this against the customer from the respective service partner, which has accepted the LEO ("third-party delivery"). The customer herewith consents to the respective transfers to DKV of the debts from the respective service partner against the customer. In the case of third-party delivery, the customer shall refund or pay all debts – comprising the respective debt amount plus the prices and service fees stated in No. 9 of these T&C-DKV. In the case of third-party deliveries, DKV shall not assume any obligations in respect of the provision of deliveries and services to the customer in respect of the individual contract.

9. Prices and service fees

- a.) **Prices for deliveries and services:** In principle, DKV shall charge the prices applicable locally or according to the fee schedule or the usual prices for the deliveries and services. However, DKV shall charge the prices for fuel on the basis of the current list, zone or column prices reported to it and charged to it by the oil industry at the respective time of purchase using the LEO. In some cases, these prices may differ in some countries from the column prices (pump prices) stated by the service station. In this case, the price charged by DKV to the customer shall also differ from the receipt, if this is created locally by the service station.
- b.) **Service fees:** For deliveries and services purchased home and abroad, DKV also charges appropriate service fees in the form of a percentage mark-up or fixed amount, which is calculated from the list of service fees (hereinafter "service fees list") applicable at time of the delivery or service was purchased. The current version of the service fee list is available on the internet at www.dkv-euroservice.com in the secure customer area (No. 20) or can be requested from DKV. DKV can also demand that fees or other costs charged to DKV for bank fees and other costs, which DKV incurs as a result of foreign payments, submission of the customer's cheques or direct debits, are reimbursed by the customer if these are not listed as a fee in the respective, current service fee list. DKV reserves the right to amend the service mark-ups and fees at its discretion (Section 315 BGB) and to introduce or set new ones for deliveries and services and / or expenses not currently liable to a fee, which are provided on behalf of the customer or in its alleged interest.

10. Invoicing and payment, invoice audit and balance confirmation, appeals, direct debits

- a.) **Invoicing:** Irrespective of the currency of the delivery note / receipt and – in particular when used without documentation – of the currency, in which the delivery or service is offered and purchased, DKV charges the resulting demand in the customer's national currency, unless a different currency is agreed for settling the DKV invoice. Insofar as the customer's national currency, the currency agreed for settling the invoice or the transaction currency is not the Euro,

the amount shall be converted into Euro at the exchange rate applicable on the transaction date – and if this is not possible – according to the over-the-counter exchange rates. If an amount is converted from or into currencies other than the Euro, DKV reserves the right to charge a fee to equalise exchange rate risks between the transaction date and payment date of the invoice.

The deliveries and services charged by DKV continually in this way or in agreed time periods are payable immediately without deduction (due), unless expressly agreed otherwise between the customer and DKV.

- b.) **Invoice audit and balance confirmation:** The customer shall immediately check that the DKV invoices are correct and shall submit appeals immediately, but not later than 2 months after the invoice date, in writing to DKV. Any appeal after expiration of the 2-month period from the invoice date is excluded and the invoice amount shall be deemed to have been accepted, unless the invoice audit was not possible for reasons for which the customer was not responsible. This shall apply correspondingly to DKV invoices sent to the customer via e-Invoicing (No. 21 lit. b.).
- c.) **Appeal against the invoice:** If the customer wants to claim that a delivery or service charged to it was not made to an authorised user and / or the receipt / delivery note has been created by persons other than the customer or its vicarious agents in breach of the conditions of use, it must report this to DKV immediately, not later than within 2 months of the invoice date, stating all details in the invoice which it disputes, in particular the amount, the invoice positions and all the reasons for its appeal, in writing or by fax, and must also send possible evidence.
- d.) **Auditing the appeal:** DKV shall check the duty to pay on the basis of the information provided to it by the customer and by the respective DKV service partner with due care and attention. Any provisionally non-asserted debt must be paid as soon as it is found that the customer is not entitled to a credit. If the appeal is found to be unsubstantiated, the provisionally non-asserted debt shall accrue interest at the default interest rate according to No. 11. lit. a. sent. 1 from the original due date. A higher default interest rate according to No. 11. lit. a. sent. 2 remains reserved in the case of default.
- e.) **Direct debit mandate:** Insofar as the customer is domiciled in a member state of the European Union where the currency is the Euro, the customer shall consent to the so-called SEPA direct debit procedure (Single Euro Payments Area, SEPA) upon request from DKV and in the case of a SEPA company direct debit shall instruct its banks with the SEPA mandate required for this by DKV to execute the direct debit from the customer's bank account correspondingly on the due date. Notification of the direct debit payment shall be sent to the customer no later than one banking day before the SEPA direct debit becomes due. The customer shall consent to the above reduction in advance notification from 14 calendar days before the due date to one banking day. Insofar as the customer is domiciled in a member state of the European Union where the currency is not the Euro, the customer shall agree to issue DKV a direct debit mandate upon request, if a corresponding SEPA direct debit is not possible, and shall submit the declarations required for this to its bank. The latter shall apply correspondingly to customers that are domiciled in a state outside the European Union.

11. Due date and default interest, missing the payment deadline, and repayment condition, offsetting and withholding.

- a.) **Interest:** If the customer is a merchant as defined in the Commercial Code, DKV can charge interest at 5% from the due date. In the case of arrears, DKV reserves the right to charge interest of 8 % above the respective base rate of the European Central Bank. The assertion of further damages or the right to demand higher default interest remain reserved.
- b.) **Missing the payment deadline:** If the customer is in arrears with the (first) invoice, all benefits, discounts and payment deadlines for other invoices shall lapse, irrespective of whether these have already been received or are received subsequently. These outstanding invoices must be settled at the full gross amount irrespective of any later due date stated on them.
- c.) **Repayment condition:** The customer's right to determine which debts are settled by the customer's payments is waived in favour of the statutory repayment conditions according to Section 366 para. 2 German Civil Code (BGB).
- d.) **Offsetting and withholding:** The customer can only offset counter-claims against all DKV's claims if its counter-claim is undisputed or has been legally upheld. This shall also apply to the assertion of rights of retention, insofar as a right of retention is not claimed directly from the transaction (individual contract), which is included in the actual invoice from DKV.

12. Prohibition of use and blocks

- a.) **subject to notice:** DKV can – even without stating reasons – prohibit the use of the LEO and block their use with service partners at any time, with reasonable notice and taking into account the justified concerns of the customer.
- b.) **without notice for good reason:** If there is good reason, as a result of which the further use of single or all LEO and / or the continuation of the business relationship is unreasonable for DKV, even with reasonable consideration of the justified concerns of the customer, DKV can also prohibit the use of the LEO and block their use with DKV service partners without notice and with immediate effect or at its discretion. Good reason is, in particular, if
- (1) The customer has provided incorrect information about its assets, which was of considerable importance for DKV's decision to enter into the business relationship,
 - (2) The customer does not fulfil its obligation to provide or increase security according to No. 18 or does not fulfil its obligation on the basis of another agreement within a reasonable period set by DKV,
 - (3) A direct debit is not honoured on the due date or if other due invoices are not paid, unless the customer is not responsible for this,
 - (4) The agreed payment method (e.g. SEPA DIRECT DEBIT) is unilaterally cancelled by the customer,
 - (5) Insolvency proceedings are requested in respect of the customer's assets or if the customer is required to submit an affidavit regarding its assets.
 - (6) There is a considerable deterioration in the customer's assets or if this is anticipated, in particular if the information obtained about it deteriorates considerably, thereby putting at risk the fulfilment of liabilities due to DKV,
 - (7) A LEO is provided to third parties without authorisation, or
 - (8) There is justified suspicion that a LEO is being used in breach of contract.
- c.) **General ban on use in particular cases:** Further use of the LEO by the customer and its vicarious agents is generally prohibited, i.e. also without specific notification from DKV, if it is clear that the DKV invoices are not being settled when due or if the business relationship has been terminated.
- d.) **Notification to DKV service partners:** DKV reserves the right to inform its service partners by IT, by sending block lists or by other means that the LEO have been blocked and / or the business relationship has been terminated.



13. Termination of the business relationship, notification to service partners

DKV and customer reserve the right of termination at any time.

- a.) **Subject to notice:** without stating reasons, with reasonable notice and taking into account the justified concerns of the customer / DKV. The right to prohibit and block (No. 12) use of the LEO remains reserved.
- b.) **Without notice or with short notice for good reason:** insofar as the continuation of the business relationship appears unreasonable for the other contracting party, for reasons for which the other contracting party is responsible. This is the case for DKV, in particular, if one of the reasons for prohibiting use as stated in No. 12 lit. b, (1) to (8) applies.
- c.) **Notification to DKV service partners:** DKV reserves the right to inform its service partners via IT, by sending block lists or by other means that the LEO have been blocked and / or the business relationship has been terminated.

14. Retention of title to deliveries and services

- a.) DKV shall retain title to the respective delivery and services until complete fulfilment of all demands from the business relationship, including future demands from simultaneously or subsequently concluded contracts and balance demands from the current account with the customer ("goods subject to retention of title").
- b.) The customer reserves the right to sell the goods subject to retention of title as part of its normal business. DKV reserves the right to revoke the customer's right to sell by written declaration, if it is in arrears with regard to the fulfilment of its obligations to DKV and, in particular, with its payments, or if other reasons become known, which make its creditworthiness appear doubtful.

15. Complaints due to defects and warranties/subsequent performance

- a.) For obvious defects, complaints due to the quality and / or quantity of the goods / services must be made in writing immediately and no later than within 24 hours after handover / acceptance of the goods / services, and for concealed defects, within 24 hours of discovery of the defect. Insofar as services have been provided in the name of DKV (direct delivery according to No. 8. lit. c., sent. 1), the complaint must be made to DKV with simultaneous information of the respective service partner. For services from the service partner (third-party delivery according to No. 8, lit. c., sent. 3), complaints must only be made to the service partner and DKV informed of this. DKV is not liable for the service partner's services. Complaints due to defects do not justify a right of retention and shall not affect the obligation to pay invoices, insofar as any defects are not undisputed on the due date or are legally upheld against the respective provider.
- b.) In the event of a justified, prompt complaint due to defects, DKV shall provide a warranty on the basis of the applicable statutory provisions and according to the following provisions for direct deliveries.
 - (1) Irrespective of its own warranty claims, the customer shall first assert the warranty claims against the respective service partner, with support from DKV. To this end, DKV herewith assigns its warranty claims against the service partner to the customer, which accepts the transfer. DKV shall support the customer when enforcing the claims.
 - (2) If the warranty claims against the service partner fail, DKV shall correct the defect through another service partner or provide defect-free items or a new work (subsequent-performance). DKV or the respective service partner shall select the type of subsequent-performance, taking into account proportionality; this is also the case in purchasing law. If the subsequent-performance fails, whereby DKV or the respective service partner is generally granted two subsequent-performance attempts, the customer can withdraw from the respective individual contract or reduce the purchase price or remuneration, for a works contract, the defect can also be corrected by reimbursement.
 - (3) If a defect is the fault of DKV, DKV shall pay compensation or reimburse alleged costs because of a defect according to the statutory provisions only within the framework of the limits set in No. 16 of these T&C-DKV.

16. Standard of liability

- a.) DKV's liability, whatever the legal reason, is limited to the provisions of this No. 16 – irrespective of whether the liability is in conjunction with this contract or individual contracts underlying the direct deliveries – in particular, from impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, insofar as there is fault.
- b.) DKV is not liable in the event of negligence by its bodies, statutory representatives, employees or other vicarious agents, insofar as this does not involve a breach of significant contractual duties. Significant in the case of direct delivery is the duty to deliver on time and, if applicable, to hand over the work free of material defects, including the LEO, as well as duties of advice, safety and care, which should facilitate the customer's contractual use of the object of the direct delivery or which should protect life and limb of the customer's staff or their property from considerable damage.
- c.) Insofar as DKV is liable for compensation according to the reasons in lit. b above, this liability shall be limited to damages which DKV foresaw as possible consequences of a breach of contract or which it should have foreseen if applying due care and attention. Indirect damages and consequential damages which are the result of defects to the object of direct delivery can only be reimbursed if these damages are expected during correct use of the object of direct delivery.
- d.) The above liability exclusions and restrictions apply in the same extent in respect of the bodies, statutory representatives, employees and other vicarious agents of DKV.
- e.) The restrictions of this No. 16 do not apply to DKV's liability (i) for wilful misconduct or malicious concealment of a defect, (ii) for warranted quality features, (iii) for injury to life, limb or health, and (iv) according to the Product Liability Act.
- f.) Claims for compensation by the customer are limited to the amount of interest it has in the fulfilment of the contract.
- g.) The rules regarding the burden of proof remain unaffected by the conditions of this No. 16.

17. Expiration

- a.) Claims due to defects in conjunction with direct deliveries, including any claims for compensation based on them, and rights of reduction and withdrawal shall expire in one year, calculated from the delivery of the purchased item or acceptance of the service. Other contractual claims by the customer because of breaches of contract by DKV and all non-contractual claims by the customer also expire in one year, starting with the statutorily envisaged start of the expiration period.
- b.) The above provisions of lit. a) notwithstanding, the statutory provisions apply (i) in cases of injury to life, limb or health, (ii) in the event of wilful misconduct or grossly negligent breach of contract or malicious concealment of a defect, (iii) to claims due to defect of a third-party's material right, on the basis of which handover of the purchased item can be demanded, (iv) to claims based on a guarantee issued by DKV in individual cases as defined in Section 443 BGB, (v) in the case of claims under the Product Liability Act.

- c.) The provisions of Sections 196, 197, 479 BGB and the rules relating to the burden of proof shall be unaffected by the above provisions of lit. a) and b).

18. Provision and increase of security

- a.) **DKV's entitlement to demand security:** DKV can demand security be provided for all claims from the business relationship to the twice the user framework granted (No. 2 sent. 4), and even for claims arising in the future, which are conditional or are not due (payment risk from current future transactions from the use of LEO until the return of LEO). If the customer requests an extended user framework or if DKV wants to grant the customer an extended user framework, DKV is entitled to the provision or increase of security in respect of the debt following the assumption of risk, but not until the expanded user framework limit enters into force.
- b.) **Changes to the risk:** If DKV initially fully or partly overlooked demanding the provision of or increase in securities at the start of the business relationship with the customer, it can also demand security be provided up to twice the amount of the user framework granted. Prerequisite for this, however, is that circumstances arise or become known, which justify an increased risk assessment of the claims against the customer. This may be the case, in particular, if customer's economic situation has deteriorated or is anticipated to deteriorate or if the value of the securities provided have deteriorated or are anticipated. DKV is not entitled to security if it is expressly agreed that the customer does not have to provide any security or only has to provide individually specified securities. The customer can demand the reduction of the security insofar as the user framework granted has been reduced.
- c.) **Deadline for providing or increasing security:** DKV shall set a reasonable deadline for the customer to provide or increase securities. If DKV intends to exercise its right of immediate termination according to No. 13 lit. b. / No. 12 lit. b. (2) of these T&C-DKV, if the customer does not fulfil its obligation to provide or increase security, it shall be advised of this in advance.
- d.) **Type of securities:** DKV reserves the right to demand that security be provided as a cash deposit. The cash deposit will accrue interest. Unless agreed otherwise, DKV reserves the right to determine the interest rate at its discretion, taking into account the interest rates usual for savings accounts. The interest increases the security. Instead of a cash deposit, the customer is also permitted to provide unconditional, unlimited bank sureties or guarantees from banks for the amount of the security. Prerequisite, however, is that the surety of guarantee waives indemnification through deposit and is payable upon first request.
- e.) **Using and returning security:** DKV reserves the right to use the security provided by the customer or third parties and to transfer or sell outstanding debts due from the customer to third parties for collection as soon as the customer is in arrears with paying an invoice. The customer's entitlement to return or repayment of security provided only matures after return of all LEO and payment of all debts from the business relationship. DKV also reserves the right to retain securities for deliveries and services not yet billed, also for a reasonable period after termination of this contract - typically 3 months.

19. Information; Customer's duties of disclosure

- a.) DKV reserves the right to obtain information from credit agencies and banks.
- b.) The customer shall immediately advise DKV in writing any change in company owner (the owner of its company), the joining or withdrawal of shareholders, the joining or withdrawal of directors, a change to its bank details, a change to the legal form of its company, a change in address or telecommunication details and / or the task of its business (stating the future contactability of the owners and directors).
- c.) Insofar as the authorised use of the respective LEO agreed between the customer and DKV involves vehicle-based LEO, the registration number or change of vehicle must be reported to DKV immediately. At any time, DKV can demand that the authorised users, to whom the customer has provided the LEO for use, be named, and their addresses and sample signatures be provided.

Part B SECURE CUSTOMER AREA OF THE DKV E-INVOICING

20. Online access to the DKV secure customer area

- a.) **Conditions of use:** Upon request, DKV allows the customer to use the secure customer area of DKV Online Services. DKV shall send the log-in information to the customer by e-mail to the address provided by the customer. The separate conditions of use on the website www.dkv-euroservice.com shall apply to the use. They are deemed to have been accepted and agreed by the customer upon login to the secure customer area. The authentication tools envisaged by DKV have to be used in order to login.
- b.) **Extent of use:** DKV reserves the right to expand or restrict the extent of use without this resulting in an entitlement to a particular extent of use.
- c.) **Fees:** For individual services within the framework of the secure customer area, DKV reserves the right to charge fees according to the respective, applicable service fee list (No. 9 lit. b.) or according to an individual agreement.
- d.) **Liability:** DKV shall not assume any liability for the perfect functioning of the software, the correct calculation of data, individual functions connected with the extent of use (e.g.: LEO order, cancellation, block) or functions linked to the DKV online system. DKV shall not assume any liability for data transmitted or imported to a customer system.
- e.) **Customer's duty of care** The customer is responsible for ensuring the confidentiality of its account and its authentication tool, as well as for limiting access to its computers and must safeguard the authentication tool from access by other persons and must take all measures necessary so that its password to the DKV secure customer area is secret and stored securely. It must immediately inform DKV as soon as there are reasons for suspecting that a third party has gained knowledge of the authentication tool or has used the authentication tool without authorisation or if such unauthorised use is probable. When using the DKV secure customer area, the technical connection may only be produced via the access channels advised by DKV. The customer must observe the respective security information on the website of the DKV secure customer area, in particular the measures for protecting the hardware and software used (customer system) at all times.

21. E-Invoicing

- a.) **E-Invoicing:** The customer has to apply to DKV to participate in e-Invoicing. E-Invoicing is the electronic provision of invoices for deliveries and services as defined in Part A of the T&C-DKV, including the statutory VAT for the customer by sending information or saving information for download, which is facilitated by the DKV online service. If necessary for specific countries, "E-Invoice" includes an electronic invoice with electronic signature, which guarantees authenticity and integrity.
- b.) **Paper invoice:** By participating in e-Invoicing, the customer accepts that normal paper invoices are replaced by this. This applies to the invoices sent to the stated invoice address and to the address stated for copy invoices. If e-Invoicing is not permitted in some countries ac-

according to VAT/tax/legal provisions, DKV will merely send or provide a copy of the invoice via e-Invoicing and send the original invoice by post.

- c.) **Keeping the e-Invoice:** The electronic invoice is kept available for the customer online for a period of 13 months. The customer is personally responsible for saving the electronic invoice in electronic form (PDF + certificate) and for the associated purposes. The customer is personally responsible for complying with the applicable legislation and provisions, such as tax legislation, and for all statutory data retention requirements (e.g. archiving electronically sent invoice with qualified electronic signature according to the applicable law) for the documentation, that the qualified technical signature is checked and for evidence that the data is integrated into the system and who may have access to the data. Insofar as permissible according to applicable law, DKV is not liable at all for losses or damage of any kind suffered by the customer or third parties as a result of using e-Invoicing, such as losses or damage that may occur because of the temporary non-availability of e-Invoicing due to network problems.
- d.) **Cancellation:** The customer can cancel its participation in e-Invoicing at any time. After receiving the request, DKV shall start sending paper invoices as soon as possible.

Part C SPECIAL TOLL CONDITIONS

22. Basis and justification for the toll business relationship

- a.) Toll Collect GmbH (hereinafter referred to as "TC") offers to allow customers, which are liable to tolls, to register as "Registered users" and to settle the fees according to the law on the charging of fees for heavy goods vehicles to use particular roads in the Federal Republic of Germany ("toll") in three toll-settling processes, namely
- (1) Automatic toll charging system using a vehicle device, also known as a an Onboard Unit (OBU), or
 - (2) Manual registration at toll booth terminals (in simplified form using a TC vehicle card) or
 - (3) Manual settlement via the internet.
- These registered users can select to settle the toll through TC "using tank cards", in particular also from DKV.
- b.) If the customer registers with TC as a registered user and selects to settle tolls through DKV on the basis of a corresponding, separate agreement between the customer and DKV, these Special Toll Conditions also apply between the customer and DKV for settling the toll (in the broader sense, No. 23 lit. a) sent. 1 below) through DKV. "Service station" in the case of billing the toll via DKV is TC and "Individual contract" refers both to the relationship as such arising between TC and the customer as a result of its registration according to the TC General Terms and Conditions (master agreement), and to the individual toll settlement orders or other orders, which the customer issues to TC according to No. 24 sent. 2 or 3 above.
- c.) The toll business relationship between DKV and the customer - also for entirely new customers - exists with regard to the toll only subject to the suspensory condition that TC also accepts the registration application, which the customer asked to complete when selecting billing via the "DKV tank card" or accepts a corresponding change of registration application from the customer to open a user account and, if applicable, to send one or more TC vehicle cards.

23. Purpose of the toll business relationship

- a.) The toll business relationship allows the customer to charge TC with deducting the toll or statutory fees (namely the amounts calculated in the toll settlement method selected by the customer) and to settle the corresponding claims from TC for advances and costs, as well as any other debts to TC from the use relationship (e.g. due to re-issue of a TC vehicle card, damage to a vehicle device, duplicates of toll statements, etc. or cancellations of routes) via DKV. When deducting the toll or statutory fees and any delivery/repair of new TC vehicle cards or vehicle devices or other services provided by TC, these are services which TC provides in its own name and for its own account (third-party deliveries as defined in No. 8 lit. c sent. 3 of these T&C-DKV).
- b.) DKV purchases TC's debts described in lit. a sent. 1 above, which TC has previously assigned to the billing company AGES, from AGES. Irrespective of the fact that DKV has acquired TC's debts as described above, in particular in the event that the acquisition of the debts is not completed for some reason, the customer charges DKV with founding the toll business relationship as well, to settle TC's debts as described above; with the use, it irrevocably instructs DKV correspondingly according to No. 24 lit. a. sent. 2 below.

24. Vehicle cards and vehicle devices, use and authorised use

- a.) The TC vehicle cards provided by TC to the customer, which facilitate easier manual settlement at toll booth terminals, are not LEO as defined in these T&C-DKV. Individual orders from the customer to TC to settle the toll for it are only concluded as a result of the fact that the customer drive a vehicle fitted with an activated vehicle device on toll routes equipped with automatic toll charging systems or, for manual settlements, uses the toll booth terminal (with the TC vehicle card) or uses the internet for this order. The customer typically places orders for new TC vehicle cards to be issued, for duplicate toll statements, etc. or to cancel routes, expressly with TC.
- b.) The use of the business relationship, in particular, the use of the TC vehicle cards and vehicle devices in order to obligate DKV, is only permitted for the customer and its vicarious agents. DKV can demand at any time that the customer informs it of the authorised users, for whom it has request TC vehicle cards or their data and / or vehicle devices, along with their addresses and sends sample signatures.

25. Duty to pay, billing

- a.) The customer's duty to pay according to the provisions of No. 9 of these T&C-DKV applies to all TC's debts acquired by DKV according to No. 23 lit. a. sent. 1, which arise through the authorised use of the toll business relationship according to No. 24 lit. a. sent. 2 or 3 above or otherwise within the framework of the use relationship with TC; also to DKV's own claims for reimbursement of costs, which DKV incurs from the order relationship according to No. 23 lit. b sent. 2. DKV reserves the right to change a fee as defined in No. 9 lit. b of these T&C-DKV for use of the DKV Card for road tolls.
- b.) DKV bills the debts continually or in agreed time periods, with the debts relating to the actual toll typically being charged once a month, the debts for other services from TC being charged twice a month, on the other hand, as they are incurred. The debts are listed in the account statements with the invoices by type of debt and respective TC document number (e.g. the numbers on the TC toll statements); the individual journeys are not listed.

26. DKV's and the customer's right of termination, end of the toll business relationship

DKV can prohibit the use of the toll business relationship – also irrespective of any existing general business relationship – by applying No. 12 of these T&C-DKV correspondingly – it

can block the customer from using TC, subject to the conditions of No. 12 of these T&C-DKV and / or it can terminate the toll business relationship according to the provisions of No. 13 of these T&C-DKV. The customer can also end (terminate) the toll business relationship according to No. 13 of these T&C-DKV, but only if it also declares this termination to TC (overall or in respect of the billing via DKV). In any case, the toll business relationship ends automatically and without further declaration if the contractual relationship between the customer and TC ends.

Part D CONCLUDING CONDITIONS

27. Applicable law

The law of the Federal Republic of Germany shall apply. The UN Convention of the International Sale of Goods (CISG) and any other international treaties shall not apply, even after their incorporation into German law. In case of dispute, DKV can choose to apply the law applicable in the customer's country.

28. Saving clause

Should parts of these T&C-DKV be invalid, this shall not affect the validity of the remaining conditions.

29. Place of jurisdiction

- a.) For the benefit of DKV, DKV and the customer irrevocably agree that the courts of England referred to in para. b. below are to have jurisdiction to settle any claims or disputes which may arise out of or in connection with the business relationship.
- b.) For the purposes of para. a. above the courts which are to have jurisdiction are the High Court of Justice in London and the Mayor's and City of London County Court or, should the Mayor's and City of London Court cease to exist, such other County Court as DKV shall, in its absolute discretion, nominate.
- c.) Notwithstanding paras. a. and b. above, the customer acknowledges the right of DKV to take proceedings against it in any other court of competent jurisdiction and the taking by DKV of proceedings in one or more jurisdictions shall not preclude the taking of proceedings by DKV in any other jurisdiction, whether concurrently or not.

30. Saving data

The customer acknowledges that DKV saves data from the contractual relationship in accordance with Section 28 Federal Data Protection Act for data processing and reserves the right to transmit the data to third parties (e.g. service partners) for executing the contract.

As at: 01/2014

