

# Special Conditions for the DKV BOX EUROPE



The special conditions for the DKV BOX EUROPE regulate the Customer's ordering and using toll services provided by DKV

## Courtesy translation!

The sole legally binding version of this policy shall be the German version.

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## PART A – GENERAL STIPULATIONS

### 1. Object of the contract and conclusion of the legal relationship

The special conditions (below "**condition**") enables the Customer to order and use certain toll services provided by DKV EURO SERVICE GmbH + Co KG (below "**DKV**"). For providing the toll services under this special condition DKV maintains contractual relationships with providers of toll services who provide direct or indirect access for the Customers to road networks subject to toll (below "**Suppliers**"), for instance national Toll Chargers or EETS providers.

The condition applies for all On Board Units (below "**OBUs**"). OBUs are all the devices and equipment provided for the Customer by DKV or their Suppliers that serve for toll charging, for instance devices and/or boxes to be installed in the vehicles (below "**physical OBUs**"), equipment al-ready integrated or installed in the vehicles or applications installed on mobile phones.

The condition becomes effective when executed or submitted through other ways (in particular by the electronic processes provided by DKV) by the Customer and accepted by DKV. Acceptance by DKV is done either explicitly or it will be expressed in the order confirmation for the first individual order related to this contract

This condition constitutes a Special Term in the meaning of the General Terms and Conditions of DKV (below "**AGB-DKV**"). This condition has precedence over the AGB-DKV where it deviates from the latter or complements them. In all other respects the AGB-DKV shall not be affected.

The toll tariffs and the terms of the Suppliers are not part of the condition. The Customers are obliged to acquire on their own the necessary information on toll tariffs and terms before using road sections subject to toll.

### 2. Applicability of Supplier's Terms

It may be necessary for the Customer to accept additional General Terms and Conditions of the Supplier for individual toll services and OBUs. regulates the prerequisites and ways of applicability as well as the scope of General Terms and Conditions of the Supplier in ways that are specific for each OBU.

### 3. Individual Order

For using services under the condition, the Customer has to order an OBU and DKV has to accept the order (individual contract). DKV provides forms or an online ordering process for this purpose.

Unless DKV makes deviating provisions, the individual order will be made for one vehicle and one or several Toll Domains. Any Toll Domain will be offered for registration without subdivision only and it will include one or several areas where a Toll Charger or a group of Toll Chargers jointly charges the toll.

### 4. Customer's Duty to Provide Information, Correction of Errors

The Customer is obliged to provide upon request by DKV all information required for fulfilling the condition and for executing the individual order and to notify DKV promptly of any changes of this information.

The Customer is in particular obliged to transmit all data and documents related to the vehicles as they are requested by DKV within the framework of registration for one or several Toll Domains. The Customer warrants that the data provided are complete and correct.

In case DKV finds, while processing an individual order, that the information provided by the Customer in an individual order for a vehicle deviates from existing data or documents submitted by the Customer, DKV is entitled to correct the error and use the corrected data. In case data required for an individual order are

missing, DKV is entitled to complement the data on the basis of existing Customer information. DKV will notify the Customer on the data recorded in the confirmation of the individual order. In case the Customer does not contradict the correction or complementation in accordance with this paragraph within 2 weeks from receipt of the order confirmation, the data are considered to be correct as far as the relationship between DKV and the Customer are concerned.

## 5. Terms for Using OBUs

### 5.1 Installation

The Customer is responsible for the correct installation of the OBU and bears any related costs. The Customer is provided with multilingual installation instructions.

### 5.2 Use

The Customer has custody for the OBU and uses it in his sole and exclusive responsibility. Any use of the OBU by other persons than the Customer and his vicarious agents or for other vehicles than those registered is not allowed. The physical OBU is to be stored and treated with care.

The Customer is responsible for the correct operation and handling of the OBU in accordance with the operating instructions provided for the Customer, this condition and the AGB-DKV. An OBU must be installed and used only in the vehicle for which it was registered. DKV provides the toll services for this combination of vehicle and the Customer.

The OBU must be used in those Toll Domains only, for which it was registered.

For the proper collection of the Toll, the OBU shall be kept in operation continually throughout trips in the registered Toll Areas.

The Customer ensures that several OBUs of DKV or other Suppliers are not activated or used simultaneously. The Customer will be charged for double charging or billing. It is expressly pointed out that, also in this case, DKV shall be entitled to bill the Toll.

When using the OBU for paying the toll, the vehicles must use the specially marked lanes. Unlike in the case of cash or card payments, no receipt shall be created.

The Customer is obliged to check the functioning of the OBU before, during and after each trip and to pay attention to any (acoustic) signals.

### 5.3 Ownership in physical OBUs

If the Customer is provided a physical OBU, this OBU remains the exclusive, unassignable and unseizable property of DKV or of the Supplier.

### 5.4 Personalization of OBUs

In certain Toll Domains the Customer has to set in the OBU the correct number of axles and the permitted total weight. The respective Toll Domains are shown in the operating instructions and also how to do the setting.

The Customer ensures that the user data (in particular the registration plate incl. the state where the vehicle is registered, emission class and vehicle class) are properly and completely saved in the OBU and coincide with the actual vehicle properties. In case an inspection by a Toll Charger detects differences between the data on the used OBU and the actual user, the Toll Charger reserves further actions against the Customer. The Toll Charger may, in particular, suspend the granting of discounts or block all OBUs of this Customer.

In case the Customer makes any changes to the vehicle, he has to ensure that all personalized data saved in the OBU are updated immediately; in particular the Customer has to notify DKV on these changes in accordance with number 4.

While the OBU is within the road network of a Toll Domain, no changes must be made of the parameters saved in the OBU if such a change would prevent that the data at entry and exit of the road network coincide correctly and that the correct toll tariff and discounts can be calculated. If any change is made, however, while the OBU is within the road network of a Toll Domain, the Toll Charger will be entitled to charge the maximum tariff.

### 5.5 Functional Deficiency of an OBU

If an OBU has any functional deficiency or malfunction or other errors are indicated (altogether below "functional deficiency"), the Customer is obliged to notify DKV immediately of this occurrence.

The customer is obliged to carry always an alternative means of payment (e.g. another legitimation object (LEO) or a credit card) in case a functional deficiency occurs. When passing a station without barriers with a non-functioning OBU, the Customer himself has to make the payment or subsequent payment to the Toll Charger.

In case of questions, e.g. of a technical nature and complaints regarding the OBU, the Customer service will be available every day 24 hours by telephone.

### 5.6 Theft, loss or other forms of misplacement

DKV is to be notified immediately of any theft, loss or other form of misplacement of an OBU

DKV is also to be notified immediately if an OBU that was reported as having been stolen, lost or misplaced in any other form is found again. The OBU that was found again must not be used without express approval of DKV. The approval will depend on the possibility to technically restore the OBU. If the OBU cannot be technically restored, the Customer is obliged to return the physical OBU immediately to the address provided by DKV

### 5.7 Blocking an OBU

In the event of one of the situations described in the DKV General Terms and Conditions in the section on "Prohibition of usage and blocking" occurring, DKV can temporarily block individual or all OBUs of the Customer without simultaneously requesting their return. In this case, despite the temporary blocking of individual or all OBUs, the Customer continues to be liable to pay the central administration fee in accordance with Clause 8.1.

### 5.8 Collection of an OBU by the Toll Charger

The respective Toll Charger or other parties authorized under the respective national legislation may be entitled to collect a blocked OBU, in particular if there are attempts to use the OBU in the respective Toll Domain. In case an OBU is collected, the Customer is liable for the related costs, in particular for the collection fees the Toll Charger charges DKV as well as the costs for returning a collected OBU.

## 5.9 Exchange of an OBU

DKV is entitled to replace an OBU held by the Customer by another OBU at any time. The Customer is obliged to support DKV reasonably in doing so and in particular to return a physical OBU upon first request to an address provided by DKV.

## 5.10 Reclamation of an OBU, return shipping

After termination of an individual contract or in case DKV requires the return of an OBU, the Customer is obliged to send the respective physical OBU immediately and without request at his own expense and risk to the address provided by DKV for this purpose.

Apps or other applications on mobile devices have to be uninstalled. In case DKV uninstalls the software, the Customer is obliged to collaborate with DKV, in particular by ensuring that the OBU is and remains accessible for uninstallation.

If a physical OBU is not returned within 6 (six) weeks of a reclaim request or termination of an individual contract, and the physical OBU is not registered for another vehicle of the Customer, DKV shall charge for every OBU the appropriate device fee in accordance with the list of service fees chargeable in the case of non-return.

## 6. DKV BOX EUROPE

The DKV BOX EUROPE is an interoperable device for recording and accounting for road tolls.

### 6.1 Amendment of the existing "Policy for the DKV BOX EUROPE"

MRV replaces within its sphere of application the existing "DKV Policy for Applying for and Using the DKV-EETS Solution – the DKV BOX EUROPE."

### 6.2 Delivery

DKV delivers the DKV BOX EUROPE to the customer at the delivery address given on the DKV BOX EUROPE order form. DKV charges a personalisation and shipping fee for loading the necessary data onto and for activating the DKV BOX EUROPE and for shipping the DKV BOX EUROPE.

### 6.3 Increased central administration fee due to inactivity

In deviation from Part A Clause 7.1, DKV charges an increased DKV central administration fee due to inactivity instead of the central administration fee as compensation if no sales have been generated with this DKV BOX EUROPE during the 90 days prior to the date of issue of the invoice. This increased central administration fee will cease to apply from the first settlement date on which it is determined that the DKV BOX EUROPE is generating sales again

### 6.4 Service configuration

In the event that the Customer posts or unposts a toll service on the DKV BOX EUROPE, this will incur a service configuration fee in accordance with the list of service fees.

### 6.5 Returning the OBU

If the customer sends back a DKV BOX EUROPE before the expiry of three years, this incurs a charge for processing in accordance with the list of service fees. This does not apply if the return is made under circumstances over which the customer has no influence.

### 6.6 Contractual Relationship of the Customer with Toll4Europe GmbH

By ordering the DKV BOX EUROPE the Customer accepts the General Terms and Conditions of the Supplier Toll4Europe GmbH for using his system (below "T4E-AGB"). The T4E-AGB are accessible for review on the protected customer site of the DKV online service. Upon request DKV will provide the T4E-AGB on paper for the Customer. Any disputes regarding the T4E-AGB have to be settled directly between the Supplier and the Customer.

In any event the individual contracts related to the DKV BOX EUROPE end automatically and without separate declaration when the contractual relationship between the Customer and the Supplier Toll4Europe GmbH ends.

### 6.7 Bulgaria and Switzerland

As a supplement to Clause [3.1] of the GTC of T4E and after the customer has registered for the toll areas of Bulgaria and Switzerland, the customer shall instruct the Toll 4 Europe GmbH, with each use of the toll charging system within the toll areas of Bulgaria and Switzerland, to pay the toll due to the respective toll charger. The determination of the amount of the toll, the control of the payment of the toll and the subsequent charging of the toll are subject to the terms and conditions of the respective toll charger and the respective provisions of national law.

T4E shall pay the toll to the respective toll charger in the name and on behalf of the customer. The fulfilment of the claim for advance payment (section 669 of the German Civil Code) or, respectively, the claim for reimbursement of expenses (section 670 of the German Civil Code) shall be the obligation of the customer. DKV shall be entitled to assert the claim for advance payment (section 669 of the German Civil Code) or, respectively, the claim for reimbursement of expenses (section 670 of the German Civil Code) of the supplier arising from the contractual relationship against the customer in the nominal amount of the toll plus any applicable value-added tax against the customer.

## 7. Functional deficiency of systems

DKV is not responsible for the functioning of Supplier's toll charging equipment. In case of functional deficiencies of a Supplier's toll charging equipment, DKV will provide reasonable support for the Customer. However, the Customer is not entitled to any claims against DKV.

## 8. Fees, invoicing and complaints

### 8.1 DKV BOX central administration fee, toll system fee

DKV charges a DKV BOX central administration fee per month on each DKV BOX in accordance with the list of service fees (Service Fees List). This central administration fee, which DKV charges for the making available and remote administration of the DKV BOX, is charged as a flat rate sum. The DKV BOX itself is issued to the customer free of charge. The monthly central administration fee, any incurred motorway fees and charges for the use of parking facilities, tunnels, ferries and bridges recorded by the DKV BOX are charged by DKV with an additional surcharge and a toll system fee of the net amount after discount invoiced to the customer plus operator fees in the DKV invoice. The central administration fee and the toll system fee are calculated in accordance with the applicable Service Fees List made available to the customer. Invoicing of the central administration fee ceases with the return of the customer's DKV BOX to DKV. DKV makes the current Service Fees List available to the customer at any time on request.

## 8.2 Changes of the list of service fees (Service Fees List)

DKV is entitled to change the list of service fees in accordance with the stipulations of the AGB-DKV.

## 8.3 Discounts/Reductions

Provided that Suppliers grant the Customer discounts or reductions, DKV will transfer them to the customer and show them in the invoice (if applicable) in accordance with the regulations applicable for each country.

In case the Customer claims end customer discounts, he hereby entitles DKV to receive these end customer discounts from the Supplier.

The Customer authorises DKV to register him for free voluntary discount schemes. Authorising or ordering DKV to register the Customer for discount schemes does not create a claim vis-à-vis DKV and/or the Supplier to being granted a particular discount. Information on discount schemes is provided for information only and excludes any warranty. Only the regulations of the operators shall apply.

## 8.4 Invoicing

Provided that the Customer provides the necessary information or documents for DKV, DKV shall issue an invoice (DKV invoice) to the Customer as well as proofs of single trips for the toll transaction.

## 9. Complaints

The Customer is obliged to check the invoices issued under the condition as soon as they were received. Any claims or protests related to these invoices have to be submitted in accordance with the stipulations of the AGB-DKV.

## 10. Liability of the Customer

### 10.1 General liability

The Customer is liable in case the OBU is used contrary to the contract or in case it is abused unless the Customer and the authorised user of the vehicle in which the OBU was installed had taken all reasonable precautions to prevent the devices from being used contrary to the contract or from being abused. The Customer is liable for proving that these precautions had been taken. The Customer is liable for violations of the duty of care by persons whom the Customer permitted to use the OBU.

Unauthorised use of an OBU may be prosecuted under criminal law.

### 10.2 Additional liability for physical OBUs

The Customer is liable for any damage to OBUs that result from improper use and/or use contrary to the contract. In particular, it is prohibited to open the device, remove the battery and copy any data saved.

The Customer is liable for culpable damage to a returned OBU insofar as such damage goes beyond normal wear and tear to an extent that is more than insignificant, and for loss of an OBU. The value of the OBU equals the fee for non-return provided in the list of service fees which DKV can claim as compensation. DKV is free to prove that the damage is higher; the Customer is free to claim a lower damage. The above does not affect any further statutory claims for compensation.

## 11. Privacy

DKV collects and processes personal data within the scope of the condition as controller in the meaning of Art. 4, no. 7 GDPR. The data are processed for the purpose of effecting the toll payments including any registration of the Customer for the systems of Suppliers and the subsequent invoicing of these services. This also includes data processing for the purpose of analysing malfunctions, detecting abuse and ensuring IT-security. Legal basis for the data processing required for these purposes is Art. 6(1), sentence 1(b) and (f) GDPR. DKV also processes data for continuously improving its services and for market research and opinion polling. These are legitimate interests of DKV according to Art. 6(1), sentence 1(f) GDPR.

DKV transmits the data for the abovementioned purposes in particular to companies associated with DKV in the meaning of Art. 15 AktG [German Stock Corporation Act] as well as to Suppliers. For further information, in particular with regard to any existing rights of data subjects, please refer to the general privacy statement of DKV. You find this information under [www.dkv-euroservice.com/datenschutz](http://www.dkv-euroservice.com/datenschutz).

## 12. Duration and Termination

### 12.1 Duration

The condition is concluded for an indefinite period. The same applies for the individual contracts that are concluded with the orders.

### 12.2 Cancellation/Termination

Both parties can cancel the condition and each individual contract in accordance with the AGB-DKV.

The condition and the individual contracts will end in any event with the termination of the business relationship between DKV and the Customer, individual contracts end in any event with the termination of the MRV. A separate declaration is not required.

After the ending of an individual contract, the Customer is no longer authorised to use the OBU. The rules in Clause 5.10 apply. If the Customer continues the unauthorised use of the OBU, then DKV is authorised to assert central administration and equipment fees (in particular for unreturned OBUs) and incurred toll in accordance with Clause 8.1. The acceptance of the charges to be paid is not to be considered as an extension or new conclusion of an individual contract.

## PART B – SPECIAL REGULATIONS FOR INDIVIDUAL TOLL DOMAINS

### 13. Special Regulations for the Toll Domain Austria

#### 13.1 Vehicle declaration

DKV issues a vehicle declaration to the Customer. For using OBUs in the Toll Domain Austria, the Customer is obliged to carry such a completed vehicle declaration as PDF-file or on paper and to present it upon request by the Toll Charger and/or his Toll Supervisory Bodies together with the evidence that allows the verification of the allocation of the EURO emission class to a tariff group.

Before using the roads in the Toll Domain Austria the Customer is obliged to verify if the registration plate affixed to the vehicle as well as the country of registration and the Onboard unit number (OBU-ID) coincide with the data shown in the vehicle declaration. In case the data do not coincide with those in the vehicle declaration, the OBU must not be used for paying the toll.

#### 13.2 Use of the local GO Box in case of malfunctions of the OBU

In case the toll cannot or could not be paid by means of the OBU in the Toll Domain Austria (e.g. if the OBU was blocked or the data did not coincide with those shown

in the vehicle declaration in accordance with number 13.1) or a malfunction of the OBU occurred, the Customer has to use a local Austrian GO Box. Go Boxes can be acquired at any GO sales point.

If he changes to the local GO Box, the Customer is obliged to ensure that he fulfils the toll notification duties

## 14. Special Regulations for the Toll Domain France

### 14.1 Granting of Discounts

The OBU allows Customers to use discount schemes of the French Toll Chargers with exception of ALIS within the framework of their special terms. When using an OBU that is not related to a registration plate, it is impossible to participate in the discount schemes offered in the Toll Domain France.

The French Toll Chargers determine if and under which conditions they grant discounts. The Toll Chargers may change the discount regulations at any time. DKV will notify the Customer on any discounts offered by the respective Toll Charger.

There are discount schemes with and without an option. With discount schemes with an option the Customer can choose to join the scheme or not to join it. In case a customer decides to join the scheme, he will get discounts on the toll and may have to pay a fee to the Toll Charger for using the discount scheme. DKV will notify the respective Toll Charger of the choice made by the Customer. DKV does not warrant that the Toll Charger will accept that choice. The Customer may change his choice of discount scheme. DKV will take the change into account with the next possible invoice.

Discount schemes without option are compulsory for the Customer and must be accepted by him. Also, for these discount schemes the Toll Chargers may charge a fee.

If a device is changed, the toll is newly booked, a Customer joins a discount scheme for the first time or an existing discount scheme is changed, the accounting number (PAN) will change and therefore the discount has to be recalculated.

### 14.2 Peculiarities of Invoicing, Down Payments

The toll to be paid for the Toll Domain France is invoiced on a monthly basis. For this purpose, DKV first invoices the toll transactions received by the 15th or the last day of a month as down payments since they have not yet been valorised and invoiced by the Toll Chargers. On the 15th of the subsequent month DKV does the invoicing after valorisation and discounting of the toll transactions of the prior month, deducting the down payments charged with the invoice of the prior month.

## 15. Special Regulations for the Toll Domain Spain

With registration for the Toll Domain Spain the Customer authorises DKV to register the Customer for the discount schemes offered by the Spanish Toll Chargers. The authorisation also includes the delegation of this authority to Suppliers to the extent necessary for this registration.

## 16. Special Regulations for the Toll Domains Germany and Belgium

For the Toll Domains Germany (without the Warnow crossing and without Herrentunnel) and Belgium (without Liefkenshoek tunnel) the respective Supplier pays the toll for the Customer on behalf of the Customer to the respective Toll Charger. Vis-à-vis the Customers DKV is entitled to claim the advance payment resulting from the contractual relationship (Sec. 669 BGB [German Civil Code]) and/or the claim for reimbursement of expenses (Sec. 670 BGB) of the Supplier vis-à-vis the Customer with the nominal value of the toll plus the respectively applicable value added tax. DKV calculates these claims on an ongoing basis or by time periods. Normally claims for settlement of toll are invoiced weekly. DKV can also use another settlement cycle, in this context fortnightly or monthly. The claims are assigned in the account statements for DKV invoices in accordance with the type of claim and the provided toll breakdown. The individual journeys are not listed.

## 17. Special Regulations for the Toll Domain Italy

The customer is obliged to recognise and accept the Terms for Using of the Toll Chargers for the Toll Domain Italy. The Terms for Using are presented to the customer on the protected customer site of the DKV online service, as far as the Toll Charger has presented DKV with the Terms.

## 18. Special Regulations for the Toll Domain Bulgaria

### 18.1 Use of the road pass in case of an OBU malfunction

In case the OBU is not functional or has been blocked, the customer shall be obliged to purchase a toll pass through the online platform of the Bulgarian roll service company ITS under <https://tollpass.bg/>, which shall give the customer the right to use the toll road network.

### 18.2 Granting of rebates

For the use of the toll roads of the toll area of Bulgaria by vehicles with a weight of more than 3.5 tonnes which use alternative fuel as their only fuel, the toll charger shall grant the customer a rebate of 50% of the amount fixed in the last toll tariff list of the toll charger for the respective vehicle type and for the emission class EURO VI, EEV.

The rebate application and the reimbursement application are only available in the Bulgarian language and have to be filled about in the Bulgarian language and have to be submitted by the customer or one of his agents directly to the toll charger at the latest 10 days after the month for which the customer wishes to avail himself of the rebate, together with proof of having used the toll road network.

## 19. Special regulations for the toll area of Hungary

### 19.1 Clarification regarding obligatory and registration-relevant parameters

The customer is particularly obliged, in clarification of the obligations existing in accordance with subsection 4, to inform DKV, among other things, of the model of the vehicle (manufacturer) and the year of manufacture for registration with the toll charger.

### 19.2 Avoidance of double registration

Double registration of an individual vehicle is not permitted. (Identification by means of the number plate). Therefore the customer must ensure that every existing registration of a vehicle/numberplate with another OBU (i.e. an OBU other than a T4E OBU) in the Hungarian toll system is deregistered before a toll service in Hungary is booked for the vehicle of the customer in accordance with this Agreement. If this deregistration is not performed, registration cannot take place and the toll service cannot be used for the vehicle.

## **20. Special regulations for the toll area of Switzerland**

### **20.1 Clarification regarding obligatory and registration-relevant parameters**

The customer is particularly obliged, in the clarification of the obligations existing in accordance with Art. 4, to inform DKV of the correct total weight of the tractor unit, the total weight of the vehicle combination, the emission class, the vehicle licence plate number, the country code in accordance with the vehicle registration document (COUNCIL DIRECTIVE 1999/37/EC). The customer must inform DKV immediately of any changes to this information.

### **20.2 Trailer declaration**

In addition, the customer is obliged to make available to DKV the following mandatory data for registration: the unladen weight of the tractor unit (G, Unladen weight), the number of axles on the tractor unit, trailer type, weight of the trailer (max. permissible), the number of axles on the trailer. DKV informs the customer about the correct trailer declaration with the weight information and the procedure in the case of problems in accordance with Guideline 15-02-03 of the Swiss Federal Customs Administration (EZV). Before using the OBU, the customer must enter the number of axles on the trailer at the user interface via the OBU menu. In the event that the total weight of the trailer changes before or during the journey within the toll area of Switzerland, the customer is obliged to enter

the new maximum permissible total weight via the user interface on the OBU.

### **20.3 Tax assessment decisions**

For the toll area of Switzerland, decisions are generated in the form of tax assessment decisions "Veranlagungsverfügung" per customer and per journey. DKV forwards these to its customers.

Stand 02/2022