

## Consorzio Guideline on Applying for and Using Telematic Toll Recording Devices (DKV BOX)

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The definitions, general provisions and special provisions form elements of this Guideline.

## **Part A Definitions**

<b>“Consorzio Member”</b>	means the person or company operating commercially, who/which is registered as a member of Consorzio for his/its commercial purposes, whereby this existing membership is a prerequisite for the use of the DKV BOX
<b>“Order form”</b>	means the form with the request to the Consorzio for the provision of one or more DKV BOXes
<b>“Guideline”</b>	means the present Consorzio Guideline on Applying for and Using Telematic Toll Recording Devices (DKV BOX).
<b>“DKV”</b>	means the company DKV EURO SERVICE GmbH + Co. KG ( <a href="http://www.dkv-mobility.com">www.dkv-mobility.com</a> )
<b>“Consorzio”</b>	means the consortium between companies under the designation of Consorzio DKV EURO SERVICE
<b>“User Contract”</b>	means the contract between Consorzio and the Consorzio Member permitting the latter to use one or multiple DKV BOXes and which includes the following:  - the DKV BOX order form - this Guideline
<b>“DKV BOX”</b>	means the telematic toll recording device “DKV BOX ITALIA”, the owner and supplier of which is DKV (hereinafter, for the sake of brevity, being referred to as the “DKV BOX” or the “Device”). The DKV BOX serves to register the Tolls for which the device is valid to the extent that invoicing is possible with the device concerned.
<b>“OBU”</b>	On Board Unit, a device for the automatic recording and invoicing of Toll charges
<b>“Toll”</b>	Charges or levies raised by the Toll companies for the use of sections of motorways, tunnels and bridges, as well as car parks and ferries subject to charges, and congestion charges.
<b>“Toll companies”</b>	means the operators of motorways, tunnels, bridges, car parks, congestion charges and ferries that accept the DKV BOX and invoice to DKV the costs for such acceptance and the Tolls in connection with the use of motorways, tunnels, bridges, car parks, congestion charges and ferries recorded by DKV BOXes.
<b>“Network”</b>	means all toll lanes of the Toll companies that accept the DKV BOX
<b>“User Instructions”</b>	Conditions of Use of the Toll companies

## **Part B General provisions**

### **1 SCOPE**

#### **1.1 Acceptance**

In legal terms, the possession and use of the DKV BOX implies unconditional acceptance of this Guideline. The registration specific DKV BOX is bound to an individual vehicle notified by the Consorzio Member in the order form and may be installed only in that vehicle.

#### **1.2 Registration, Consorzio Member's duty to inform**

The Consorzio Member guarantees the completeness and correctness of all data provided by him within the context of the User Contract. The Consorzio Member undertakes to amend and update the data he has provided to Consorzio forthwith, especially in the case of:

- any change of the vehicle(s) registered,
- any change of the registration of a vehicle in which a DKV BOX is installed,
- any deregistration of a vehicle in which a Licence Plate related DKV BOX is installed<sup>1</sup>.

In general, the Consorzio Member undertakes to provide and update all information that might be of use in fulfilment of the User Contract.

### **2 DELIVERY OF THE DKV BOX**

#### **2.1 Delivery**

Consorzio delivers the DKV BOX to the Consorzio Member at the delivery address indicated on the order form for the DKV BOX.

#### **2.2 Ownership**

The DKV BOX remains the exclusive, non-transferable and non-pledgeable property of DKV and is provided to the Consorzio Member based on its order form until occurrence of any of the circumstances listed in section 8 of this Guideline. The DKV BOX shall be stored and treated with due care. It may not be left with or passed on to third parties.

The Consorzio Member has a duty of care and safe custody with regard to the DKV BOX and is responsible for its use in conformity with the User Contract. He shall be answerable for any breaches of duty on the part of his agents to whom he has granted the right of use with regard to the vehicle which has the DKV BOX installed in it.

### **3 TERMS & CONDITIONS OF USE**

#### **3.1 Installation**

The Consorzio Member shall bear the costs for proper installation in accordance with the installation instructions of the DKV BOX in his vehicle. He receives multilingual installation instructions from

Consorzio upon delivery of the DKV BOX and is responsible for its installation.

#### **3.2 Use**

It is expressly prohibited for persons other than the Consorzio Member to use the DKV BOX.

The DKV BOX shall be kept functional on an uninterrupted basis in the holder provided for the DKV BOX in the entire acceptance Network intended for it.

Only one single active OBU may be used per toll system in the vehicle. If multiple active OBUs are carried, this can cause duplicate recording and double invoicing. It is explicitly pointed out in this respect that Consorzio is entitled to charge.

In such case, Consorzio is also entitled to block the DKV BOX if another OBU is subsequently ordered to DKV for the same vehicle, i.e. at the first use of the successive OBU or within 30 calendar days, starting from its activation date.

Upon use of the DKV BOX to pay the tolls due, only those specially designated lanes shall be used. The maximum speed specified by the toll company for these lanes must be adhered to. Unlike cash or card payments, no receipt will be produced, but the motorway toll is settled via the Consorzio invoice.

### **4 REMUNERATION**

#### **4.1 Remuneration and costs**

In addition to the Tolls and costs/fees in connection with the use of motorways, tunnels, bridges, car parks, congestion charges and ferries recorded by such DKV BOX payable to the Consorzio as provided in the Internal Regulation of Consorzio, the Consorzio Member has to pay the fees for the supply of the DKV BOX that are stipulated in this Guideline.

The Internal Regulation can be retrieved from the protected area of the DKV website at any time or are available upon request to Customer Support.

Per DKV BOX, Consorzio raises a DKV BOX central administration fee (or "usage fee") amounting to 0.99 Euro per month. This DKV BOX central administration fee, which Consorzio charges for provision of the DKV BOX is a flat rate. The amount of the DKV BOX central administration fee is independent of the actual use of the DKV BOX and the modalities of its use.

#### **4.2 Toll refund**

Using a DKV BOX allows the Consorzio Member to claim refunds of motorway toll in accordance with the relevant ministerial decisions of the Italian Ministry of Infrastructure and Transport. To do this, the Consorzio Member must fulfil the requirements and conditions set out in the ministerial decisions. One important requirement is that the Consorzio Member ensures and guarantees that the DKV BOX which is assigned to a specific vehicle is installed and used

<sup>1</sup> This applies only if such deregistration is allowed in the country of the Consorzio Member's seat or in the country in which the vehicle concerned is registered.

exclusively in the vehicle for which it was intended (each of these DKV BOXes is authorised for one specific vehicle). It is expressly prohibited to use the DKV BOX in a vehicle other than the registered vehicle or the vehicle to which the DKV BOX is assigned. If the Consorzio Member, as opposed to this Guideline, either registers multiple OBUs of DKV or other suppliers for a single vehicle or uses the DKV BOX in a vehicle other than the one registered, this might lead to a loss of refund.

According to Article 2 of its Articles of Association, Consorzio shall, on behalf of the Consorzio Member, automatically apply for a toll refund with regard to the entire turnover generated with the DKV BOX in Italy with the competent authorities on the basis of the data disclosed during the registration process.

#### **4.3 Invoicing**

Invoicing for any DKV BOX charges is done according to the Internal Regulation. Consorzio settles accounts with the Consorzio Member twice a month. As a rule, the invoicing period for the first half of the month is from the 1st to the 15th of the month, and for the second half of the month from the 16th to the last day of the month. In accordance with Italian law, charges may be nonetheless invoiced deviating from this period (e.g. in the event of a Toll company's delay in debiting the Consorzio with the Tolls).

## **5 LOSS, THEFT, FUNCTIONAL FAULTS, DESTRUCTION, DAMAGE**

### **5.1 Theft, loss or other loss of possession**

Theft, loss or other loss of possession of a DKV BOX shall be reported immediately to Consorzio by e-mail using the Consorzio service sheet for the DKV BOX. An immediate notification shall, in particular, include the registration of the vehicle from which the DKV BOX was lost or stolen.

In the event of theft, loss, destruction or damage or any other reason for loss of possession, the Consorzio Member shall be liable for a nequipment fee on no return per DKV BOX. That equipment fee on no return can be found in section 8.2 of this Guideline.

A DKV BOX reported as stolen, lost or mislaid may no longer be used if found again but shall be returned to Consorzio by the Consorzio Member in accordance with section 8.2 of this Guideline without delay.

### **5.2 Lack of functionality of the DKV BOX**

In the event of lack of functionality of the DKV BOX, the Consorzio Member shall be obliged to report this to Consorzio forthwith.

The Consorzio Member can request a new Device as a replacement from Consorzio. Immediately upon receipt of the new Device, the Consorzio Member shall return the old Device to Consorzio at his own expense in accordance with section 8.2 of this Guideline. For returning the old Device, the Consorzio Member shall use the isolation bag enclosed upon delivery of the new DKV BOX.

### **5.3 Exchange of the DKV BOX**

Consorzio shall be entitled to replace the DKV BOX delivered by a new model of the DKV BOX at any time.

Apart from that, Consorzio can remove and/or replace the DKV BOX for technical reasons, such as in cases of modification of the DKV BOX or its functionality, wear & tear, a change of the vehicle or change of the attributes of the vehicle to which the DKV BOX is assigned.

In the cases set out above for replacement, the Consorzio Member must send the DKV BOX to Consorzio upon first request by Consorzio in accordance with the requirements in section 8.2 of this Guideline.

### **5.4 Temporary blocking of DKV BOXes**

Consorzio can prohibit the use of the DKV BOX immediately and without prior notice if one of the reasons set out in Article 8 of the Articles of Association occurs.

Consorzio may therefore block individual DKV BOXes or all DKV BOXes temporarily without asking for their surrender. The temporary blocking of individual or all DKV BOXes notwithstanding, the Consorzio Member shall continue to owe the DKV BOX central administration fee according to section 4.1 of this Guideline. The Toll companies can confiscate DKV BOXes that have been blocked.

Consorzio shall have the right to notify its service partners of the blocking of the DKV BOX and/or of the termination of business relations with the Consorzio Member by IT, by sending block lists or by any other means.

### **5.5 Consorzio Member's liability**

The Consorzio Member shall be liable for the use in breach of contract or misuse of the DKV BOX, as for any subsequent Tolls recorded by it, unless he and the authorised user of the vehicle in which the DKV BOX was installed have taken all reasonable precautions against use and/or misuse of the Device in breach of contract, for which the Consorzio Member shall bear the burden of proof.

Unauthorised use of the DKV BOX can be prosecuted under criminal law.

The Consorzio Member shall be liable for damage to the DKV BOX resulting from inappropriate use and/or use in breach of contract. In particular, opening the Device, removing the battery and copying saved data are strictly prohibited.

## **6 COMPLAINTS / special provisions of the Toll companies**

The Tolls, any "Special Terms & Conditions of Business" and any other terms & conditions of use of the Toll companies shall not form elements of this Guideline. The Consorzio Member is obliged to act according to the User instructions, which are made available on the DKV Website ([www.dkv-mobility.com](http://www.dkv-mobility.com)).

Any disputes in that regard shall be resolved directly between the Toll company and the Consorzio Member. In the event of technical problems in the toll's technology of the Toll companies, the Consorzio Member cannot assert claims against the Consorzio.

Complaints and demands for refunds relating to the transactions recorded by the DKV BOX should be sent directly to Consorzio by the Consorzio Member.

The Consorzio Member can send other complaints and demands for refunds to the Toll company either directly or via Consorzio. Consorzio forwards complaints and demands for refunds sent to Consorzio to the Toll companies promptly.

The Consorzio Member must check the invoices issued within the context of the User Contract as soon as he receives them. All claims or objections in connection with those invoices must be sent to the Consorzio under penalty of forfeiture, together with all documentary evidence, at the latest 2 months after the relevant invoicing date.

## 7 PROCESSING OF THE DATA AND DATA PROTECTION

Consorzio processes the Consorzio Member's data, particularly information from the contractual relationship, exclusively in accordance with the statutory provisions relating to privacy (EU General Data Protection Regulation, in particular Article. 6). This includes, provided that it is permissible under data protection law, the processing and/or transfer of data to third parties (e.g. service partners) who operate for Consorzio in accordance with the applicable statutory provisions and the corresponding data protection guarantees. Further detailed information about data protection is available under <https://www.dkv-mobility.com/de/maut/maut-pro-land/italien/consorzio-dkv>

## 8 TERM, RETURNS

### 8.1 Term

The User Contract is conditional upon Consorzio Member being registered as a member of Consorzio and goes into effect upon acceptance of the Order form sent by the Consorzio Member for his vehicles; it lasts until termination of the business relationship with Consorzio concerning the DKV BOX (save for the provisions of sections 8.2 and 9.2, which will continue to apply). Consorzio may terminate the User Contract for breach of contract pursuant to Article 1456 Civil code if the Consorzio member is defaulting payments or fails to surrender the DKV Boxes when due under section 8.2 of this Guideline. If the term of use is shorter than one year because of the fault or initiative of the Consorzio Member, scaled fees (environmental fee for early return DKV Box) will be applied according to section 8.3 of this Guideline.

### 8.2 Surrender of the DKV BOXes, returns

Upon termination of the User Contract or upon Consorzio demanding their surrender, or because of changes in the fleet of the Consorzio Member with

regard to registered vehicles that are no longer included in the User Contract or in other cases mentioned above in the Guideline, the Consorzio Member shall return all Devices complete and undamaged/unmodified in his possession without delay to Consorzio:

- hermetically packed in aluminium paper
- at his own expense to:

**Consorzio DKV Euro Service**  
**c/o DKV EURO SERVICE GmbH + Co. KG**  
**OBU Management**  
**Balcke-Dürr-Allee 3**  
**40882 Ratingen, Germany**

If Consorzio does not receive the Devices at all within 14 calendar days of demanding their surrender and/or upon termination of the User Contract or in cases of replacement, Consorzio will charge an equipment fee on no return (penalty) per DKV BOX, amounting to 30.00 Euro per Device. The equipment fee on no return will be charged to the Consorzio Member in the Consorzio invoice, as well as the Tolls incurred and recorded by the relevant Devices after termination of the User Contract or the demand for surrender, deregistration or replacement for which the Consorzio Member shall bear liability.

## 9 MISCELLANEOUS

### 9.1 Amendments of the Guideline

This Guideline applies first to the DKV BOXes listed in the order form for the DKV BOX and then to all further DKV BOXes subsequently ordered or replaced.

Consorzio reserves the right to amend this Guideline at any time.

Consorzio will inform the Consorzio Member in writing of amendments to this Guideline for Applying for and Using Telematic Toll Recording Devices (DKV BOX) without having to send the amended provisions of this Guideline individually or the new version of the Guideline, but simply providing the link for retrieving the amended document. Notice that a change has taken place as such will suffice. The written notification can also take place on the account statements. As long as the Consorzio Member does not object in writing within one month after the relevant notification date, that shall be deemed consent to the amendment; Consorzio shall point this out in the change notifications.

The Consorzio Member has the option to reject the new Guideline by cancelling the User Contract and immediately ceasing to use the DKV BOXes in his possession and returning them to Consorzio in accordance with the requirements for return shipping based on section 8.2. of this Guideline.

### 9.2 Application and interpretation for foreign Consorzio Members

This Guideline, written in the Italian language, also applies to business relationships with foreign Consorzio Members. The Italian version and all other

language versions can be retrieved from the protected area of the DKV website at any time or are available upon request to Customer Support.

The translation of this document made available to foreign Consorzio Members in the language of their country or in English is intended to give them a better understanding of its provisions. In the event of a dispute over interpretation, the Italian text always takes precedence.

These Guidelines are subject to Italian Law with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) and of the Italian provisions ruling conflict of laws. As indicated in the Articles of Association of the Consorzio, all disputes on debt collection against the Consorzio Member are deferred to the exclusive jurisdiction of the Court of Milan (Italy).

Last updated: October 2021

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Date, Signature Consorzio Member (legal representative or proxy)

Pursuant to Articles 1341 and 1342 Italian Civil Code, express approval of the following Articles is given:

3.2 Use

5.4 Blocking of the Devices

6 COMPLAINTS / special provisions of the Toll companies

9.2 Jurisdiction

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Date, Signature Consorzio Member (legal representative or proxy)