

Special Conditions – for the DKV BOX SCANDIC -

1. Application

1.1 General

The Special Conditions – for the DKV BOX SCANDIC - (“**Special GT&Cs**”) apply for all services provided under the toll contract (hereinafter referred to as “**MV**”) that enable the Customer to order and use certain toll-related services of DKV EURO SERVICE GmbH + Co. KG (hereinafter referred to as “**DKV**”) for sections of the road network subject to toll charges in Sweden (excluding the Øresund Bridge), Denmark (excluding the Storebælt Bridge) and Norway (comprising the sections of the road network of motorways, tunnels, bridges and ferries subject to toll) (“**Toll Area**”). They regulate specific rights and obligations of DKV and the Customer with respect to the services provided under the MV for the Toll Area.

DKV provides these toll-related services with the help of tolltickets GmbH (“**tolltickets**”). The toll chargers in the Toll Area (“**Toll Chargers**”) have certified tolltickets as a provider for electronic toll collection and payment in the Toll Area. The Customer herewith agrees that DKV can commission service partners (in particular tolltickets) to settle liabilities of the Customer in the name of and to the account of the Customer.

1.2 OBUs

The MV and these Special GT&Cs apply for all DKV BOXes SCANDIC provided to the Customer under the MV directly by DKV or via tolltickets. These DKV BOXes SCANDIC are on-board units (referred to hereinafter as “**OBU**”) and comprise all devices and boxes fitted in the vehicle that are used to collect toll.

1.3 Special toll conditions

The toll tariffs and conditions of the Toll Charger are not part of this MV. If a toll service is offered to the Customer via a third-party delivery as set out in Clause 8. c.) of DKV’s General Terms and Conditions (GT&Cs)(“**AGB-DKV**”), the customer is obliged to obtain the necessary knowledge of the applicable toll tariffs and conditions before using the routes subject to toll charges.

1.4 Subsidiary application of the ordinary GT&Cs

These Special GT&Cs are special conditions in the context of the AGB-DKV that take precedence over the AGB-DKV in as far as they deviate from or supplement the latter. In all other respects, the AGB-DKV continue to apply unamended.

2. Ordering of OBUs and provision of information

2.1 Service with OBU only; Order

The Customer can request the toll services under the MV only if the Customer properly sets up and uses an OBU provided to the Customer for that purpose.

The Customer can order OBUs from DKV for each of the Customer’s vehicles. DKV makes a form or online ordering facility available for this purpose. A binding order and transfer of use (“**Order**”) is established only after acceptance by DKV.

2.2 Set-up information

As part of the Order, the Customer must make available all the information requested by DKV required for the ordering and setting-up of an OBU (“**Setting-up information**”); the Customer is in

particular obliged to provide DKV with the vehicle registration details including the emissions documentation and the nationality of each of the vehicles to be fitted with an OBU, as well as all information such as: unladen weight, permitted total weight F1/F2 (kg), permitted combined weight F3 (kg), minimum number of axles (L), trailer compatibility, vehicle height, emission class (V9), energy source (V9), battery range (km), EU vehicle category (J). The Customer uses the Excel form "Order DKV-OBU 4010" for this purpose, completing, signing and sending it back in XLS and PDF formats by e-mail to the Customer's usual DKV sales organisation. Until this is received, the OBU is not sent to the Customer. The sales organisation passes the documents onto DKV.

The Customer guarantees that the information provided by the Customer are correct and complete. The Customer authorises DKV to pass the (amended) setting-up information to tolltickets and the Toll Chargers, in as far as this is required for the setting-up and operation of an OBU and the connection and payment of toll in the Toll Area.

2.3 Error correction; missing data

If DKV discovers during the processing of an Order that the setting-up information provided during the ordering process deviates from the Customer's existing data or submitted documents, DKV is entitled to correct the error and use the corrected data. In the event of any of the data required for the Order being missing, DKV is entitled to supplement such data with DKV's existing information about the Customer.

DKV informs the Customer about the recorded data in the confirmation of the Order. In the event of a correction or supplementation in accordance with this paragraph, if the Customer does not object within two (2) weeks from the receipt of the confirmation, then the data in the version amended by DKV are deemed to be correct in the relationship between DKV and the Customer.

2.4 Duty of disclosure in the event of amended setting-up information

In the event of changes to the setting-up information, in particular with respect to the vehicle registration number and vehicle details (e.g. weight class, emission class, diesel particulate filter) and other important data for the relevant part of the Toll Area, the Customer must inform DKV without delay to allow updating of the OBU and the associated data.

3. Delivery of the OBUs; technical information

The Customer receives the ordered OBUs either directly from DKV or through tolltickets. If OBUs are to be supplied to an address outside the European Union, this can take place only if the Customer and DKV agree to this in advance.

If a dispatched OBU is not accepted at the delivery address given by the Customer because either the Customer or a representative is not present, then the Customer bears the costs for shipping arising from this, the return transport and for any repeat shipping.

The Customer can request information from DKV about the technical status of an OBU only within one (1) month after receipt of the OBU. DKV cannot answer later enquiries.

4 Ownership of OBUs

The Customer does not acquire ownership of an OBU. Instead, tolltickets remains the exclusive owner of the transferred OBU.

5. Setting-up and use of OBUs

5.1 Installation and integration

The Customer is responsible for proper installation and setting up of the OBU and bears any costs of this. The Customer is provided with installation instructions in English. The Customer receives a so-

called toll declaration for the issued OBU. The Customer must ensure this is permanently carried with the OBU in the vehicle.

5.2 Use and safekeeping of OBUs

The Customer has custody of the OBU and is solely and exclusively responsible for its use. The Customer is responsible for the proper operation and handling of the OBU in accordance with the supplied operating instructions, the MV and the Special GT&Cs. The Customer must ensure the proper and careful use and safekeeping of the OBUs. Opening an OBU, removing the battery or copying the stored data is prohibited.

An OBU may be installed and used only in the Customer's vehicle for which it has been registered and the OBU may be used only in the Toll Area and only in the registered part of that area. DKV provides the toll-related services only for this combination of vehicle and Customer and only for these areas.

The Customer may not resell the OBU or otherwise give it to a third party, make it available to a third party, otherwise allow it to be used or enter into an obligation to do so. The use of the OBU by persons other than the Customer and the Customer's vicarious agents or for other than the designated motor vehicle is not permitted.

5.3 Ensuring correct setting-up and use

The Customer must ensure that the OBU is kept in working order when driving in the registered Toll Areas so that the toll is properly recorded. The Customer is always responsible for the correctness of the data stored in the OBU and is particularly obliged to check that the weight category and number of axles on the OBU are correct before the start of each journey. In addition, the Customer is obliged to check that the OBU is functioning properly before, during and after every journey and pay attention to any emitted (acoustic) signals.

When using the OBU, the lanes, stations and other facilities specifically marked for the payment of the toll incurred must be used.

The Customer ensures that no more than one DKV OBU or OBUs of other providers are active or used at the same time. Otherwise, this leads to double collection and double invoicing at the cost of the Customer. DKV is also entitled to invoice in this situation.

In the case of an incorrectly set-up OBU, the Customer is responsible for actions under criminal law and other consequences.

5.4 Ensuring correct user data

The Customer ensures and is responsible for ensuring – both to DKV and to the Toll Chargers – that the user data (in particular vehicle registration details, including country of registration, emission class and vehicle category) are properly and completely stored on the OBU and agree with the actual characteristics of the vehicle. If a check by a Toll Charger reveals any mismatch between the data stored on the OBU being used and the data of the actual user, the Toll Charger reserves the right apply sanctions to and to take further action against the Customer.

If the Customer makes any changes to the vehicle, the Customer must immediately ensure that the personalised data programmed on the OBU are updated, and in particular inform DKV of these changes in accordance with Clause [2.3].

No changes may be made to the parameters stored on the OBU while the OBU is within the road network of the Toll Area if such a change would prevent the entry and exit data (from movement in and out of the road network) from being correctly matched with each other, thereby in turn preventing the determination of the correct toll tariff. However, if a change is made, the Toll Charger is entitled to invoice the highest tariff, which DKV will pass on to the Customer.

5.5 Obligation to pay toll despite lack of functionality or loss of an OBU

If the OBU ceases to work properly, malfunctions or displays other error messages (referred to collectively as “**lack of functionality**”), the Customer is obliged to inform DKV immediately. The Customer is obliged always to have the toll declaration – made out for the OBU in each vehicle – in the vehicle and show it at any checks.

The Customer is obliged to ensure the toll declaration for the OBU and an alternative means of payment, e.g. another legitimation object or a credit card, is always available during a journey in case of lack of functionality, theft, loss or destruction of the OBU and furthermore to ensure the correct toll is paid even without it being settled through the OBU and pay to or settle recorded non-payment with the Toll Charger of any further toll incurred, particularly when driving through toll booths without barriers.

5.6 Maintenance

The Customer may not use the OBU in such a way that prevents remote maintenance of the OBU via the remote data connection either for short or for prolonged periods of time (e.g. by shielding or switching off the OBU).

In every case, the Customer is responsible for any lack of functionality of the OBU due to delayed software updates or maintenance and the consequences thereof, unless the Customer had no influence on the delay.

5.7 Faulty toll system

The operational capability of the toll technology of the Toll Charger and tolltickets as the *Provider* does not lie within DKV's scope of responsibility. In the event of technical problems with the toll technology of a Toll Charger or of tolltickets as the *Provider*, DKV provides appropriate support to the Customer. However, the Customer cannot make claims against DKV in this event.

6. Loss of possession and blocking

6.1 Theft, loss or other forms of loss of possession

Theft, loss and other forms of loss of possession of an OBU must be reported immediately to DKV and proof provided in the form of an affidavit or a report of loss to the police.

If an OBU previously reported to be stolen, lost or otherwise missing is recovered, this must also be reported to DKV immediately. The recovered OBU may not be used without the express approval of DKV. The approval is conditional upon technical recoverability. If approval is not granted, the Customer must immediately send the OBU back to the address given by DKV.

6.2 Blocking an OBU; request to return

An OBU can be blocked immediately and without giving prior notice to the customer if

- this is necessary to fulfil the requirements of a Toll Charger,
- the OBU is used multiple times or continuously in breach of the regulations and rules of the Toll Charger, the MV or these Special GT&Cs,
- there are sufficient grounds for suspicion of equipment misuse or other misuse with respect to the OBU,
- the OBU reported as stolen, lost or otherwise missing,
- the OBU is given over to a third party without authorisation or a third party has been allowed in other ways to use it without authorisation,
- the OBU has not been given back within 21 days of the end of the MV or cancellation of the Order, or

- the customer is more than five (5) days in arrears with the payment of toll charges from the Toll Area despite a reminder from DKV.

In addition, OBUs can be blocked in accordance with the AGB-DKV under the section on “Prohibition of usage and blocking”, in particular in the event of the ending of the contract between tolltickets and DKV to provide toll services in the Toll Area.

If the Customer has not received a notification before the blocking takes place, DKV will rectify this immediately after the blocking.

The Customer remains responsible for the central administration fee for the period of blocking of an OBU in accordance with Clause [7.1] until its return to DKV. In addition, the Customer is liable for any sanctions applied by the Toll Charger if the OBU continues to be used or an attempt is made to use it in spite of the block.

In the event of blocking an OBU, DKV can request the immediate return of the OBU and cancel the Order of the OBU in question without notice.

6.3 Responsibility of the customer up to the time of blocking

In the event of blocking under Clause [6.2], the Customer is responsible to DKV for all invoiced tolls up to the actual date of blocking of the OBU. Because the Toll Charger and not DKV carries out the block, the block comes into application

- by 08:00 (in the Toll Area) at the latest on the following day (0+1) if DKV becomes aware of the reason for blocking before 07:00 (in the Toll Area) on the previous day (0); and
- by 08:00 (in the Toll Area) at the latest on the day following the following day (0+2) if DKV becomes aware of the reason for blocking after 07:00 (in the Toll Area) on day (0).

6.4 Confiscation of an OBU by the Toll Charger

The respective Toll Charger, and other parties authorised in accordance with national law, can have the right to confiscate a blocked OBU, especially if continual attempts are made to use the OBU within the respective Toll Area.

In the event of confiscation of an OBU, the Customer bears the costs incurred, in particularly the confiscation fees charged to DKV and the costs of sending back the confiscated OBU.

7. Replacement, issuing and sending back

7.1 Replacement of an OBU; defective OBU

DKV has the right to replace the OBU delivered to a Customer by another OBU at any time. The Customer is obliged to adequately support DKV in this and, in particular, to return an OBU to an address designated by DKV at the first request.

The Customer is obliged to inform DKV immediately about a defective OBU and return it on instruction from DKV to the address designated for this purpose.

7.2 Issuing of an OBU, sending back

After ending the MV or cancelling an Order of an OBU or in the event of a request to return by DKV, in particular in the event of the blocking of the OBU in accordance with Clause [6.2], the Customer is obliged to send the OBU in question, immediately and without having to be requested, at the Customer's cost and risk, to the address designated by DKV in the User Manual that was supplied to the Customer with the OBU, namely to: **tolltickets GmbH; Kaiserstr. 28 / 83022 Rosenheim / Germany**

The OBU must always be returned in the special transport packaging in which it was sent to the Customer.

If an OBU is not returned within 21 calendar days after the ending of the MV, the cancellation of an Order of an OBU or the request to return from DKV and not registered for another vehicle, DKV is

legally entitled to an appropriate equipment fee per OBU related to the value of the OBU in accordance with the current version of the list of service fees provided in the **Appendix** (“**Service fee list**”) in the event of a non-return.

If a returned OBU is defective due to mechanical or other influences, misuse, use not in accordance with the operating instructions or more than insignificant wear above the level of that arising from normal use, the Customer is obliged to pay damages to DKV by making a compensation payment determined in accordance with the service fee list. DKV reserves the right to prove a higher level of damages, and the Customer reserves the right to prove a lower level of damages.

If an OBU is returned to DKV within the first twelve (12) months after transfer to the Customer or the MV is ended or the Order cancelled, DKV is entitled to claim against the Customer for the payment of an environmental fee accordance with the service fee list for this OBU.

8. Remuneration, invoice issue and complaints

8.1 Personalisation and central administration fee, toll system fee

For each OBU, DKV charges

- a shipping fee, which is invoiced to the customer as a one-off shipping charge,
- a one-off personalisation fee in accordance with the service fee list,
- a monthly central administration fee for every transferred OBU in accordance with the service fee list.

The personalisation fee and the central administration fee that DKV invoices for shipping and setting up and for the provision and remote administration of the OBU are consolidated into a lump sum. The OBU is provided cost free to the Customer as part of the Order. On return of the OBU to DKV, the Customer is no longer liable to pay the central administration fee.

The above fees are all calculated in accordance with the applicable service fee list, the current version of which is provided to the customer on request.

The one-off personalisation fee is demanded by DKV with the first invoice. DKV invoices the monthly central administration fee monthly in arrears.

8.2 Increased central administration fee following inactivity

In deviation from Clause 8.1, DKV charges an increased central administration fee due to inactivity instead of the central administration fee per OBU as compensation if no sales have been generated with this OBU 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 OBU is generating sales again.

9 Changes to the service fee list

In the event of changes in the level of remuneration that tolltickets receives from the Toll Chargers, and the resulting change of system fees that DKV pays to tolltickets, DKV is entitled to adjust the toll system fee charged to the Customer and to amend the service fee list correspondingly.

In addition, DKV is always entitled to amend the service fee list in accordance with the provisions of the AGB-DKV.

10. Specific requirements for the Toll Area

10.1 Responsibility to Toll Chargers

The Customer is responsible for ensuring that the Customer (including vicarious agents thereof) is familiar and complies with the rules of the Toll Charger in the Toll Area. The Customer alone is responsible to the Toll Charger and responsible for compliance with these rules and regulations.

The Customer is liable to the Toll Charger under some circumstances due to contraventions of these regulations (e.g. fines) in accordance with the relevant local regulations.

Every Toll Charger has the right to perform checks in connection with the use of the OBUs. Improper use or use of the OBU in breach of the contract can under some circumstances result in legal action by the Toll Charger or prosecution by other local authorities.

10.2 Special obligations of the customer

The Customer is obliged to keep the OBU and the toll declaration always in the vehicle.

The Customer is obliged to inform DKV immediately as soon as the customer becomes aware of an event that could adversely affect, directly or indirectly, the provision of toll-related services within the Toll Area.

The fulfilment of the requirements of the Toll Charger by registration for the appropriate toll requires that the official vehicle registration number, the country of registration, the emission class and the PAN and serial numbers of the OBU in use agree with the information in the toll declaration. The Customer is obliged to carefully check that the details agree. The Customer is responsible and liable for the failure of a toll registration or errors in the toll registration, unless the Customer was not involved in the failed or the errors in the toll registration.

In the event that electronic payment via the OBU fails, the Customer must make the payment manually in accordance with the requirements set out in the toll regulation.

11 Contact with Toll Chargers and tolltickets

The Customer is obliged not to contact a Toll Charger or tolltickets without the prior permission of DKV. Instead, DKV is the single point of contact for the Customer with respect to services relating to the MV and toll charging in the Toll Area.

In the event of contact being made by tolltickets or a Toll Charger with respect to the MV or toll charging in the Toll Area, the Customer is obliged to inform DKV immediately and let DKV have all the relevant communications with tolltickets or the Toll Charger.

12 Liability of the Customer

12.1 General liability

The Customer is liable to DKV for damage, use in breach of the contract or misuse of an OBU by the Customer or by a third party and the damage arising, in particular that caused by incorrect registration and incurred tolls, unless the Customer and the authorised user of the motor vehicle in which the OBU was installed have taken all reasonable precautions against damage and use in breach of the contract or misuse of the equipment. For the purposes of the previous sentence, the Customer and the authorised user of the motor vehicle have not taken reasonable precautions in particular if either of them has

- made it easy or otherwise allowed misuse of the equipment,
- not carefully stowed away, installed or otherwise stored the OBU,
- failed to immediately notify DKV about theft or loss of an OBU, or
- handed over the OBU to an unauthorised third party.

12.2 Liability for unauthorised toll

The Customer is also liable for incorrect registration and incurred tolls due to use not in accordance with the contract or incorrect use of the OBU (e.g. the OBU is used in a non-registered vehicle, the weight class or number of axles is not correctly recorded in the OBU, the OBU is switched off or otherwise tampered with) and if the OBU is linked to incorrect data as a result of the Customer's provided information (e.g. weight class, emission class, diesel particulate filter), unless the

Customer had no involvement in the use not in accordance with the contract or incorrect use of the OBU or the incorrect data.

12.3 Responsibility for third parties

The Customer is responsible for breaches of the duty of care and obligations under the MV by persons to whom the Customer has handed over the OBU. The Customer is therefore liable in particular for the conduct and breaches of obligations of the Customer's vicarious agents.

13 Validity period and ending

13.1 Validity period

The MV is concluded for an indefinite period of time. The same applies for the Order of an OBU.

13.2 Termination/ending

Both parties can terminate the MV and any Order by giving notice of three (3) months to the end of a calendar month.

The MV and the Orders end automatically at the latest with the ending of the business relationship between DKV and the Customer. Similarly, they end automatically with the ending of the contract between DKV and tolltickets that forms the basis of the MV.

Orders end automatically at the latest with the ending of the MV.

13.3 Unauthorised continued use

After the ending of an Order, the Customer is no longer authorised to use the OBU. The rules in Clause [7.2] apply. If the Customer continues the unauthorised use of the OBU after the ending of the Order, then DKV is authorised to assert central administration and equipment fees (in particular for non-returned OBUs) and incurred toll. The acceptance of the charges to be paid is not to be considered as an extension or new conclusion of an Order.
