



1. SCOPE OF APPLICATION "SPECIAL TERMS AND CONDITIONS GAS-BASED FUELS"

- 1.1. The following Special Terms and Conditions Gas-Based Fuels (hereinafter "Special Terms and Conditions Gas-Based Fuels") shall govern the prerequisites and conditions for the refuelling of LPG (liquefied petroleum gas), CNG (compressed natural gas), LNG (liquefied natural gas) and hydrogen (LPG, CNG, LNG and hydrogen are hereinafter also referred to individually or collectively as "Gas-Based Fuels") using a legitimization object (LEO) provided by DKV EURO SERVICE GmbH + Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany ("DKV") by DKV customers ("Customer") as well as the obligations incumbent on the Customer (in particular, duties of care and conduct).
- 1.2. These Special Terms and Conditions Gas-Based Fuels, as amended from time to time, shall apply specifically to the refuelling of Gas-Based Fuels. They shall supplement the DKV General Terms and Conditions (DKV GTC) as well as any other relevant Special Terms and Conditions and/or guidelines of DKV in force at that time.
- 1.3. In the event of conflict between the DKV GTC and these Special Terms and Conditions Gas-Based Fuels, the provisions of these Special Terms and Conditions Gas-Based Fuels shall prevail. Any terms and conditions of the Customer that conflict with or deviate from these Terms and Conditions shall not be binding without the need to declare an objection in this respect. This shall also apply to individual contracts, orders, individual transactions, etc. executed on the basis of framework agreements and other contracts and agreements.

2. OBLIGATIONS OF THE CUSTOMER WHEN HANDLING GAS-BASED FUELS

- 2.1. The Customer is aware that the tank infrastructure for Gas-Based Fuels as well as the refuelling process pose an increased risk potential (among other things due to special temperatures and pressure conditions), which results in special safety specifications and requires corresponding precautions as well as compliance with certain requirements before and during the refuelling process. The Customer is aware that different Gas-Based Fuels (cf. the list in Clause 1.1) may be subject to different specifications and safety requirements (for example, LNG has a particular hazard potential with correspondingly high safety requirements).
- 2.2. The Customer shall be obliged to inform itself comprehensively about these special features and currently applicable safety regulations in good time before the refuelling process and to ensure compliance and observance by all relevant employees by taking appropriate measures within its company in its own responsibility (for details see also Clauses 2.4 et seqq.).
- 2.3. The Customer is aware that it is the sole responsibility of the respective service station operator – not of DKV – to maintain the required tank infrastructure on site and with regard to the refuelling process, which is in a technically flawless condition and complies with the relevant laws, norms and standards (in particular SAE J2601-1) and enables a safe refuelling process, to place sufficient safety instructions, handling information, etc. in accordance with the statutory provisions and to deploy only employees trained in this respect and monitor them accordingly. To the extent individual safety requirements and corresponding Customer obligations are regulated below, these are only to be understood as exemplary and by no means exhaustive. In particular, the provisions in these Special Terms and Conditions Gas-Based Fuels do not constitute any responsibility on the part of DKV to ensure compliance with such or other requirements by the service station operator or to monitor such compliance. If the Customer has any doubts about compliance on the part of the service station operator, the Customer must consult the staff responsible on site before carrying out a refuelling operation. The petrol station operator is subject to its own legal and regulatory obligations. In particular, the service station operator is not to be classified as a vicarious agent of DKV, neither with regard to the obligations originally incumbent upon such service station operator in connection with the refuelling of Gas-Based Fuels nor with regard to any other obligations towards the Customer relating to the refuelling process in general. DKV also has no authority to issue instructions to the respective service station operator (including its employees). The service station operator and the employees deployed by it are not integrated into DKV's organisational structure and there is no employment relationship of any kind with DKV. Rather, it is exclusively the service station operator who employs staff in the petrol station area on its own responsibility and has to train, instruct and monitor them. For any breach of duty by the service station operator and its employees and any damage caused to the Customer as a result, the service station operator is therefore solely liable, not DKV.
- 2.4. The Customer shall be obliged in its own responsibility to refuel only tested, technically approved and defect-free gas-powered vehicles at the fuelling infrastructure. In particular, the Customer shall ensure that the on-board fuelling equipment is in a technically sound condition, approved, defect-free and in accordance with the state of the art, suitable



and approved for the technical specifications of the fuelling infrastructure (e.g. connections) and the properties of the Gas-Based Fuels (e.g. pressures, temperatures, chemical composition, etc.) shown on the fuelling infrastructure in each case, is in compliance with the standards applicable in this respect (in particular, SAE J2601-1) and that the fuelling process can be carried out without risk.

- 2.5. The Customer shall be obliged to treat the fuelling infrastructure with care and diligence and to observe and comply with the safety and operating instructions displayed on the fuelling infrastructure or in its vicinity and all other terms of use specified by the respective service station operator (hereinafter collectively referred to as "Terms of Use"). The Terms of Use are usually visible on the fuelling infrastructure (possibly via a QR code), otherwise the Customer must obtain information about this directly from the service station operator or its employees working on site. The Customer shall be obliged to familiarise itself with the Terms of Use and, where necessary from its point of view, to consult the service station operator's staff working on site.
- 2.6. The Customer shall be obliged to keep itself informed at all times of all current relevant official and/or statutory regulations for the protection against and prevention of personal injury and damage to property in the handling of Gas-Based Fuels (e.g. requirement of special training, certifications, etc.) and to observe them. The same shall apply with regard to compliance with and observance of any relevant occupational health and safety regulations (e.g. equipping card users with protective goggles, work gloves, etc.). The Customer is aware that these official and statutory regulations for handling Gas-Based Fuels may differ in the individual service countries. In this respect, the Customer shall be obliged to familiarise itself independently with the respective national requirements.
- 2.7. The Customer shall be obliged, in its own responsibility, for informing all card users about the dangers of handling Gas-Based Fuels and about the existing regulations on handling Gas-Based Fuels in a suitable manner, for providing appropriate instruction and regular training, and for ensuring that any necessary certification is obtained. The Customer shall also be obliged to contractually oblige all card users on their part to comply with and observe these Special Terms and Conditions, to the extent relevant for the respective card user. In particular, the Customer shall oblige the card users to independently familiarise themselves with the requirements of the service station operator for the use of the refuelling facilities at the respective service station and to comply with and observe all official or statutory requirements for the use of refuelling infrastructures for Gas-Based Fuels. To the extent the service station operator makes the use of the refuelling facilities dependent on prior training or certification or on other prerequisites, the Customer shall ensure that only those card users use the refuelling facilities who fulfil these prerequisites. To the extent DKV provides the Customer with information, instructions or documents etc. on the handling of Gas-Based Fuels, the Customer shall also immediately forward these to the card users in a suitable form. Clause 2.3 sentence 2 shall apply accordingly with regard to such information.
- 2.8. For certain Gas-Based Fuels, there may be special future restrictions in their use due to legal, in particular statutory requirements or framework conditions (e.g. standard AE J 2601-1). It shall be the Customer's own responsibility to keep itself continuously informed in this respect and to always observe the respective current and relevant requirements.
- 2.9. Also from a general perspective, there shall be no obligation on the part of DKV vis-à-vis the Customer to ensure the availability, functionality, etc. of certain fuelling infrastructures. This shall be the exclusive scope of responsibility and duty of the service station operator.

3. LIABILITY AND INDEMNIFICATION

The Customer shall be liable for breaches of the duties (regarding conduct and due diligence) regulated in the above clauses in accordance with applicable statutory provisions, in particular the German Civil Code [*Bürgerliches Gesetzbuch* – BGB] (cf. also below, Clause 6.). In particular, the Customer shall indemnify DKV against or reimburse DKV for any and all claims asserted against DKV by third parties (including service station operators and card users) on account of damage culpably caused by the Customer. The Customer shall be liable for the actions of the card users, who shall be deemed vicarious agents of the Customer in this respect, as if they were its own actions.

4. PREVAILANCE OF GERMAN LANGUAGE VERSION

For business relations with foreign Customers these Special Terms and Conditions Gas-Based Fuels drafted in the German language shall apply as well. The translation of the same made available to the foreign Customers in the national language of the Customer and/or in the English language shall be solely for convenience. In the event of a dispute over interpretation, the German text shall always prevail. In addition, if refuelling services are used abroad, the special local



terms and conditions shown for the respective country on the DKV website (www.dkv-euroservice.com/de/footer-navigation/richtlinien/) shall apply to the respective country, where relevant.

5. AMENDMENTS TO THE SPECIAL TERMS AND CONDITIONS GAS-BASED FUELS

- 5.1.** DKV shall be entitled to amend the Special Terms and Conditions Gas-Based Fuels at any time with effect for the future.
- 5.2.** DKV shall notify the Customer in writing of any amendments to the Special Terms and Conditions Gas-Based Fuels without having to send or otherwise communicate the amended Special Terms and Conditions Gas-Based Fuels in detail or the new version of the Special Terms and Conditions Gas-Based Fuels. It shall also be sufficient to provide information about the fact of such amendment in electronic form. The current Special Terms and Conditions Gas-Based Fuels are freely retrievable on DKV's website (currently at www.dkv-euroservice.com/de/footer-navigation/richtlinien/). In case such retrieval is not possible, DKV shall send the Special Terms and Conditions Gas-Based Fuels to the Customer upon request free of charge either electronically (e.g. by e-mail) or in paper form (e.g. by post).
- 5.3.** If the Customer does not object to changes within one month after notification, they shall be deemed approved; changes shall become effective at the earliest after expiry of the aforementioned objection period. DKV shall inform Customers in the respective change notifications of the legal consequences of a failure to object and of the right to object. If the Customer exercises its right of objection, DKV shall be entitled to terminate the Customer contract subject to a notice period of 2 weeks.

6. APPLICABLE LAW

These Terms shall be governed by German law, to the exclusion of the UN Sales Convention. This shall not affect any mandatory statutory or official provisions, norms and standards relating to the handling of Gas-Based Fuels applicable at the Customer's registered office and/or at the location of the refuelling operation (cf. also Clause 2.6).

As of: March 2023

* * *