



## **1. Background**

In Poland there is an obligation to pay toll for vehicles or vehicle combinations with a permissible total weight of over 3.5 tonnes and all coaches with more than 9 seats irrespective of permissible total weight for the use of specific sections of road.

A new electronic toll system (“**e-TOLL**”) came into operation in June 2021 and replaced the previous viaTOLL system.

e-TOLL is operated by the Polish Ministry of Finance through the ministry’s national tax administration office Krajowa Administracja Skarbowa (“**KAS**” or the “**Supplier**”).

In order to use e-TOLL with the DKV Card, the Customer must register in the e-TOLL portal or at the point of sale (POS). Customer is aware that a direct contractual relationship between the Customer and KAS is created with the registration and use of the toll services in Poland. KAS provides its services to the Customer directly or via service providers such as PolCam. DKV assumes responsibility on behalf of the Customer for the management of the contractual relationship between KAS and the customer. In order to provide these management services, DKV maintains contractual relationships with PolCam, AGES and, if necessary, other partners who allow the Customer direct access to infrastructures subject to toll charges.

Having stated the above, DKV and the Customer agree the following:

## **2. Subject of the Contract**

- 2.1 The above-mentioned Toll Guidelines Poland (referred to hereinafter as “**MRP**”) govern the special conditions in relation to the right to use roads subject to toll charges and other infrastructures subject to toll charges in Poland (“**Toll Services Poland**”) by the Customer and the management by DKV. Other, non-toll related services are not covered by this MRP.
- 2.2 The MRP applies in all cases in which the Customer purchases Toll Services Poland using the DKV CARD and in all other cases in which DKV and the Customer agree settlement of Toll Services Poland through DKV.
- 2.3 The business relationship between DKV and the Customer in relation to Toll Services Poland in accordance with this MRP is established only under the suspensive condition that the Customer is registered at KAS.
- 2.4 By registering and using Toll Services Poland, the Customer establishes a contractual relationship with KAS. Toll Services Poland is made available to the Customer by KAS directly or through service providers such as PolCam. DKV provides services in connection with the management of the contractual relationship on behalf of the Customer, in particular in connection with settlement or remuneration. DKV can, in as far as it is the representative of the Customer, deal with PolCam and/or, in as far as it is the representative of PolCam, deal with the Customer. The Customer herewith expressly agrees to DKV representing the Customer in relation to PolCam.

- 2.5 The KAS User Conditions apply to registration and the use of Toll Services Poland by the Customer. The Customer is aware that KAS can amend the conditions for the use of e-TOLL at any time, restrict such use and completely exclude the Customer, under some circumstances, from such use. This decision is not within DKV's scope of responsibility. The Customer cannot claim against DKV in the event of these sorts of amendments and/or restrictions.
- 2.6 This MRP is a set of guidelines or special conditions as defined by DKV's General Terms and Conditions (referred to hereinafter as the "**GTC-DKV**"). The MRP takes precedence over the GTC-DKV, in as far as it deviates from or supplements the latter. In all other respects, the GTC-DKV remains unaffected and applies to the use of Toll Services Poland and the business relationship between DKV and the Customer under this MRP in as far as it is appropriate. The GTC-DKV also applies in the same sense if a DKV CARD is not used at all as such in the processing of Toll Services Poland, in particular if a new Customer refrains from receiving and using DKV CARDS and wishes to settle Toll Services Poland charges exclusively through DKV and DKV agrees to this.
- 2.7 The toll tariffs and conditions of the Supplier are – unless deviating provisions apply – not part of this MRP. The Customer is obliged to become familiar with the toll tariffs and conditions even before making use of the infrastructure subject to toll charges.
- 2.8 DKV is entitled to amend this MRP with effect for the future. DKV informs the Customer of such amendment in writing without being required to communicate the complete amended terms and conditions; it is sufficient to give notification, including in electronic form, of the fact that an amendment has been made. If the Customer does not object in writing within a month of being notified of the amendment, then the Customer is deemed to have accepted the amendment. DKV points out the right to object in the notifications of amendment.

### **3. Customer's duty to inform**

- 3.1 The Customer is obliged to make available all the information required for the management of this MRP requested by DKV and immediately inform DKV of any amendments to this information. The Customer is obliged in particular to send all vehicle-related data and documents. The Customer guarantees that the data made available by the Customer are correct and complete.
- 3.2 If DKV discovers during processing the information made available by the Customer 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 required data 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. If the Customer does not object within 2 weeks from the receipt of the notification of a correction or supplementation in accordance with this paragraph, then the data are deemed to be correct in the relationship between DKV and the Customer.

### **4. Registration**

- 4.1 Registration of the customer in the KAS e-TOLL toll system is a prerequisite for the purchase of Toll Services Poland by the Customer in accordance with this MRP.
- 4.2 Registration is done by the Customer. To do this the Customer sets up a profile (name, address etc.) including the relevant vehicle details (registration number), the OBU and

the DKV CARD used by the Customer in the e-TOLL toll system. The Customer must observe the KAS requirements for registration. If a fee is incurred for registration, this must be paid directly to KAS by the Customer.

- 4.3 Registration can take place online in the e-TOLL portal, in the e-TOLL App or personally at the KAS customer service centres (terminal). In the case of registration in the e-TOLL portal or the e-TOLL App, the user is taken to an Internet page prepared by AGES on which the user manually enters the data on the user's DKV CARD. Registration at a customer service centre requires the physical card, which is inserted into the card reader on the terminal.
- 4.4 During registration, the Customer can choose between the management and payment options i) post-payment system and ii) prepayment system in the context of Clause 6.
- 4.5 Any amendment of information or deregistration of the Customer or the Customer's vehicle, OBU or DKV CARD must be done in accordance with the KAS requirements.

## 5. Management and payment options

- 5.1 To use the **post-payment system**, the Customer must have the DKV CARD authorised for future payments in the post-payment system for a specific vehicle (registration number). Every DKV CARD can be used for only one vehicle (registration number). The authorisation by DKV or the Supplier relates in this case to the use of the DKV CARD for later use of Toll Services Poland. In this case, settlement is made appropriate to the use of the infrastructure subject to toll charges through regular invoicing by DKV in accordance with Clause 7.
- 5.2 If the Customer chooses to use the **prepayment system**, the Customer must also pay an amount into the Customer's virtual account at KAS. Payment for the use of Toll Services Poland is deducted from this account. The account can be subsequently recharged with credit. In this case, the authorisation by DKV or the Supplier relates to the amount paid in. The amount is paid in using the DKV CARD and the amount paid in is invoiced to the Customer at the next DKV settlement in accordance with Clause 8, irrespective of when the credit is used. The Customer must make any claims directly to KAS for paying out credit if any remains; there can be no claims in this respect against DKV. However, in as far as the KAS systems permit, the Customer can arrange a refund through the DKV CARD if necessary.
- 5.3 The credit limits in accordance with the GTC -DKV apply to the statement of transactions made by the Customer. KAS may also have its own separate credit limit for the statement of transactions made by the Customer. In that case, the lower credit limit applies.

## 6. Management of transactions and remuneration

- 6.1 With the registration and with every use of Toll Services Poland by the Customer through the use of the DKV CARD, whether in the form of individual transactions in the prepayment system (loading credit onto the account) or in the form of use of infrastructure subject to toll charges in the post-payment system (referred to hereinafter as "**transactions**"), the Customer enters a separate contractual relationship with the Supplier. Under this contractual relationship, the Supplier provides Toll Services Poland directly or through a service provider such as PolCam to the customer. In return, the Supplier has a contractual claim against the Customer for remuneration of Toll Services Poland. In this respect, in deviation from the principle set out in Clause 8 c.), there is no direct provision by DKV.

To allow the management of remuneration through DKV, DKV and the Customer agree that, for all transactions, DKV accedes to the Customer's debt arising from each transaction that the customer makes with the Supplier under this MRP. As a result, in addition to the Supplier's claim against the Customer, the Supplier has the further claim against DKV (in so far as it is a genuine contract for the benefit of third parties); the Customer and DKV are joint debtors to the Supplier.

- 6.2 DKV is obliged to settle all the claims that the Supplier has against the Customer and DKV in accordance with Clause 0. This can be done, if necessary, by payments to AGES and/or PolCam. The Customer in turn is obliged to refund the full amount ("refund amount") paid by DKV to the Supplier as part of the adjustment of advancements of joint and several debtors.
- 6.3 The Customer is also obliged, in addition to the refund amount, to pay a fee for the management of the remuneration to DKV in the form of a percentage surcharge in accordance with the service fee list as set out in Clause 9 b.) of the GTC-DKV. DKV is entitled to amend the service fee list in accordance with the provisions of the GTC-DKV.

## **7. Invoice issue and complaints**

- 7.1 DKV invoices the claims in accordance with the provisions of the GTC-DKV.
- 7.2 The claims are broken down in the account statements for DKV settlements according to the type of claim and the associated receipt number of the Supplier's receipt (e.g. the numbers of the toll breakdown lists); the individual journeys are not listed.
- 7.3 The Customer must clarify any complaints relating to individual transactions in the relationship with KAS. Any refund of overpaid remuneration is likewise performed directly in the relationship between KAS and the Customer. There can be no claims in this respect against DKV.

## **8. Release from performance**

The Customer is aware that the e-TOLL portal, the e-TOLL App and the customer service centres are not operated by DKV and are not within DKV's scope of responsibility. In the event of lack of availability or malfunctioning of these or other systems and devices of the Supplier, DKV is released from its obligation to perform under this MRP. The same applies, in as far as PolCam and/or AGES do not fulfil their contractual obligations to DKV under the existing contractual relationship and because of this the provision of the management described in Clause 6 by DKV is no longer possible or is unreasonable for DKV to provide. DKV immediately informs the customer of this and of the probable period of release from performance and provides the customer with appropriate support.

## **9. Validity period and termination**

- 9.1 This MRP applies for an indefinite period of time.
- 9.2 Both parties can terminate the MRP and each individual contract in accordance with the GTC-DKV.
- 9.3 The MRP ends at the latest with the ending of the business relationship between DKV and the Customer. In this case, a separate declaration is not required.
- 9.4 DKV is also entitled to terminate the MRP extraordinarily without notice in as far as the contractual relationships with PolCam and/or AGES end for any reason whatsoever or

are changed to such an extent that it is no longer possible for DKV to provide the management described in Clause 6 or this is unreasonable for DKV to provide.

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