

# Customer application for DKV MOBILITY SERVICES Group deliveries and/or services

performed by DKV EURO SERVICE GmbH + Co. KG (DKV)\* and LUNADIS GmbH + Co. KG (LUNADIS)\*

The basis for the relevant deliveries and services are the customer's individual contracts with DKV and LUNADIS that are hereby uniformly applied for by the customer. \*the range of services available at the time can be found at www.dkv-euroservice.com and www.lunadis.com

Applicant's details					
			Contact person		
Company name			Function		
and legal form or company			E-mail		
stamp			Phone	I	
c			Fax	1	
Street, house number			Mobile		
Postcode, city			Website		
Company registration number (place, number)			Business formed		
VAT number			(day, month, year)		)
Bank details			C		
IBAN/Account no.		)	SWIFT/BIC		
Company/fleet details Information on fuel and	d toll requirements				
Total requirement, fuels		l/month	DKV share of fuel		l/month
Own supply facilities/ Company fuel station	no yes	l/month	Planning to discon facilities/company	tinue the use of own supp fuel station?	oly no 🗖 yes 🗖
Current supplies/ card system?			Current supplies (		
Total requirement, tolls		Euros/month	Share tolls DKV		Euros/month
· · · · · · · · · · · · · · · · · · ·			·		
Shares of transport serv	vices		-	? Important for e.g. tolls	
National (%	International (%		OBG OCH OC ONL OPL OF	o Oru Ose Osi	○FR ○GB ○HU ○IT ○TR Other
Number of vehicles					
Car/Van (< 3,5t)	TruckTruck $(\geq 3,5t)$ $(\geq 7,5)$		Truck (≥ 12t)	Coach	Other (e.g. plant)
Including electric vehicles					
Including plug-in hybrids					
Information about rese	ller status				
Are you a reseller of	nce with Art. 38 EU Directive 2006/112/	'EC 🗌 yes	no 🗌 no		
5	e with Art. 38 EU Directive 2006/112/EC	-	_		
2				• •.	
If you do not provide any	/ information, we will assume that you a	are not a reseller of	f natural gas or electr	icity.	
Information for the inv Invoice type (please sel	oice (Applies also for DKV Consorzio inv	/oices; Consorzio D	OKV EURO SERVICE I P	iazza della Mostra,2 - I-39	100 Bolzano, Italy)
Electronic invoice/ e-Invoicing (free of ch		🔵 To the follow	ing e-mail:		<ul> <li>Paper invoice</li> <li>(subject to fee)</li> </ul>
e moleng (nee of ci	in advance				(Subject to lee)
	+ Co. KG   Balcke-Dürr-Allee 3   D-40882 Rati   Sitz Ratingen   Amtsgericht Düsseldorf HRA				

Amtsgericht Düsseldorf HRB 1703 | Geschäftsführung: Sebastian Klauke | Peter Meier | Jérôme Lejeune | Sven Mehringer | Markus Präßl LUNADIS GmbH + Co. KG | Balcke-Dürr-Allee 3 | D-40882 Ratingen | Tel. +49 (0)2102 5517-651 | Fax +49 (0)2102 5517-33483 | www.lunadis.com USt. ID-Nr. DE 815736693 | Sitz Ratingen | Amtsgericht Düsseldorf HRA 24793 | persönlich haftende Gesellschafterin Verwaltungsgesellschaft LUNADIS Verwaltungsgesellschaft mbH | Sitz Ratingen | Amtsgericht Düsseldorf HRB 82245 | Geschäftsführung Frank Hock | Michael Zatzkowski

DKV MOBILITY SERVICES Group

Sa	les	office

Sales area



DKV and LUNADIS process the customer's data, particularly information from the contractual relationship, exclusively in accordance with the statutory provisions (e.g. the German Data Protection Act ("BDSG") and/or the EU data protection regulation); provided that it is permissible under data protection law, this also includes the processing and/or transfer of data to third parties (e.g. service partners) who operate for DKV and LUNADIS in accordance with the applicable statutory provisions and corresponding data protection guarantees.

 Further detailed information about DATA PROTECTION is available at

 www.dkv-euroservice.com/datenschutz
 www.lunadis.com/datenschutz

YES, I/WE ALSO AGREE that DKV and LUNADIS may process and use my personal data [provided here] for the purpose of advertising, including carrying out customer satisfacion surveys in relation to the products and services of DKV and LUNADIS and may contact me for these purposes by means of electronic communication (e.g. by email, SMS/MMS, telephone). I can object or withdraw my consent to the processing and use of my data for the above purposes wholly or partly and with effect for the future by informing DKV and LUNADIS as data controller. Independently of the present consent, it is possible to advertise in other circumstances where permitted by law (e.g. § 7 (3) of the German law against unfair competition ("UWG").

I/we assure DKV and LUNADIS that all statements made in the application and its appendices are complete and correct. At the same time, I/we agree that DKV and/or LUNADIS may obtain bank references from credit institutions and/or a business reference. I/we are aware that the current General Terms and Conditions of DKV are freely accessible on the website <u>www.dkv-euroservice.com/agb</u> and the current General Terms and Conditions of LUNADIS are freely accessible on the website <u>www.lunadis.com/agb</u>. I/we are aware that there are also special terms for special deliveries and products/services and/or legitimation objects that can be viewed on the website <u>www.dkv-euroservice.com/bedingungen-und-richtlinien</u> or in the protected customer area of the DKV Online Service (<u>www.dkv-euroservice.com/</u> <u>portal/en/web/customers/bedingungen-und-richtlinien</u>). I/we have taken note of the General Terms and Conditions of DKV and LUNADIS. I/we have in particular taken note that the General Terms and Conditions of DKV and LUNADIS, as well as the currently applicable special terms for special deliveries and products/services and/or legitimation objects will be made available on paper upon request.

I/we accept these General Terms and Conditions and expressly accept the validity of German law – excluding the UN Convention on Contracts for the International Sale of Goods (CISG) – for my/our contractual relationship with DKV and LUNADIS. The place of jurisdiction, also internationally, for all disputes arising from the business relationship – even after its termination – is Düsseldorf (Federal Republic of Germany). This place of jurisdiction is exclusive for all actions against DKV or LUNADIS; for actions by DKV or LUNADIS against the customer, it applies optionally alongside other statutory or agreed-upon places of jurisdiction. At the discretion of DKV or LUNADIS, actions against the customer may also be brought in particular before the courts in London.

Appendix 1 is part of this Customer application.

Date

Name(s) of signatory/signatories (in block letters please)

Legally binding signature of applicant(s)/ authorized representative(s)/all partners/shareholders



## Appendix 1 – DKV CARD order

Applicant's details	Different shipping address for the cards
Company name	Company name
and legal form	and legal form
or company	or company
stamp	stamp
Street,	Street,
house number	house number
Postcode, city	Postcode, city

#### Service surcharges and fees

Prices and service fees, as well as costs and expenses, are calculated by DKV in accordance with DKV's standard terms and conditions of business.

#### **DKV CARDs**

Nr.	Registration number	Additional reference (e.g. cost centre)	Vehicle typ (please ma		plicable wit	:h an "X")			STD = Standard CH = +CHARGE CL = CLIMATE	Restriction code* 30 or 90	PIN** S System W wish	PIN (4 digits only for wish or fleet	
		$< 3,5 t \ge 3,5 t \ge 7,5 t \ge 12 t$ Coach Other						CHCL = +CHARGE & CLIMATE	50 01 50	F Fleet	PIN)		
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													
11.													
12.													
13.													
14.													
15.													
16.													

\* RC 30 = Fuel and lubricants, toll and tunnel use services

RC 90 = RC 30 and emergency breakdown hotline, repair, vehicle washing, tire, recovery, road-rail, ferry services and all other DKV products \*\*In selecting the wish/fleet PIN code(s), I/we accept responsibility for any misuse of the card(s).

When using the DKV Card CLIMATE: The customer pays DKV a climate protection contribution for myclimate Deutschland gGmbH, which DKV invoices in the name and on behalf of myclimate. The amount of the climate protection contribution is determined in accordance to the agreement with the customer.

When using the DKV CARD +charge: This card entitles the customer to use selected charging stations for the purpose of charging a vehicle with electricity.

DKV EURO SERVICE GmbH + Co. KG | Balcke-Dürr-Allee 3 | D-40882 Ratingen | Tel. + 49 (0)2102 5518-0 | Fax + 49 (0)2102 5518-192 | www.dkv-mobility.com USt. ID-Nr. DE 119 375 450 | Sitz Ratingen | Amtsgericht Düsseldorf HRA 4053 | persönlich haftende Gesellschafterin Verwaltungsgesellschaft EGRIMA mbH | Sitz Ratingen Amtsgericht Düsseldorf HRB 1703 | Geschäftsführung: Sebastian Klauke | Peter Meier | Jérôme Lejeune | Sven Mehringer | Markus Präßl

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DKV MOBILITY SERVICES Group



# **DKV Main Online User Application**

### **Address**

Company Name	
Company Name	
Street, House Number	
Post Code, City	
Country	

### Information about the Main Online User

Form of Address*																	
First Name*																	
Surname*				ī.													
Email Address*																	
Country*																	
Correspondence Lang.*																	

(Fields marked with \* are mandatory fields - please fill out with BLOCK LETTERS)

Please note the following:

The main online user is granted the authorisation to manage master data, book DKV products, and add new online users and control their authorisations.

Your email address is required for you to access the DKV Portal and send confirmation emails.

I/we confirm to DKV that all the information above is complete/correct. With the DKV main online user application I/we consent to the user conditions of the DKV (www.dkv-euroservice.com). I/we acknowledge the applicability of the user conditions.



#### General Terms and Conditions of Use for DKV eServices

#### Introduction

DKV EURO SERVICE GmbH & Co. KG ("DKV") provides its customers with website functionality, products and services via the DKV website, applications and web services and the software provided for this purpose, hereinafter referred to in short as "eServices". The general terms and conditions of use below govern the rights and obligations of the customer ("user") regarding the use of the eServices provided by DKV.

#### Right of use and access to content

Subject to the condition that these general terms and conditions of use and applicable contractual supplementary conditions are complied with and that any fees due are paid, DKV grants the user restricted and basic rights to access and use the eServices; this right may not be transferred by sale or any other legal transaction. The user is not allowed to use data mining, robots or similar data capture and extraction programmes.

DKV retains all rights that are not expressly granted to the user in these general terms and conditions of use. Neither the eServices nor any parts thereof may be reproduced, duplicated, copied, sold, resold or used in any other way for commercial purposes without DKV's express consent in writing.

The user undertakes not to misuse the eServices and to use them only as permitted by law. If the user does not comply with these general terms and conditions of use, the right to use the eServices granted by DKV will expire.

The object of these general terms and conditions of use is the use of the eServices provided by DKV using an individual username and the associated password.

#### Electronic ordering of products

Where products and services can be ordered for a charge in the protected customer area, by selecting the product and clicking on the "Order" button the user submits a binding offer to conclude a contract, which DKB will bindingly accept by sending a confirmation email. The General Terms and Conditions of DKV EURO SERVICE GmbH & Co. KG apply to all transactions triggered in this respect.

#### Remuneration and payment terms

Where a user fee is charged for the use of any eServices, this will be stated in the respective product description. DKV reserves the right to change these prices after having given prior notice. The respective payment terms are defined in the General Terms and Conditions of DKV EURO SERVICE GmbH & Co. KG.

#### Term of the contract

Unless stated otherwise in the product descriptions, the contracts concerning the use of the eServices offered by DKV with the customer will be concluded for an indefinite period of time. The contract granting use may be ordinarily terminated by either party with a notice period of one month from receipt of the notice of termination. With the final termination of the contract between the customer and DKV concerning the use of the DKV Card, all other contracts concerning the use of eServices will also be terminated, without the need for separate notice of termination of these contracts. With the termination of the contract granting use, the customer's access to the DKV eServices will be deactivated permanently. If the customer would like to use the DKV eServices again at a later time, a new contract granting use will need to be concluded for this purpose.

DKV EURO SERVICE GmbH + Co. KG

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#### Data protection

In the course of providing the eServices, DKV will store and process the customer data required for this purpose. This includes the customer data already held by DKV and its affiliated companies on the one hand and the data entered by the customer/user in the eServices on the other. Further information can be found in the DKV Privacy Statement (<u>https://www.dkv-euroservice.com/irj/portal/anonymous/datenschutz</u>).

#### Warranty / liability

DKV will endeavour to provide the eServices continuously without interruption and with the error-free transmission of data. However, it is not possible to guarantee this due to the nature of the internet. Access to the eServices may occasionally be interrupted or restricted in order to allow the service, maintenance or implementation of new functions or services. DKV will endeavour to limit the frequency and length of these temporary interruptions or restrictions.

DKV will only be liable for the breach of major contractual obligations (cardinal obligations). Otherwise its liability is limited to wilful intent and gross negligence.

DKV will in particular not be liable for the operability and compatibility of the customer's hardware and software. DKV will also not be liable for the temporary failure (loss of availability) of the servers and systems it uses or the data provided by these.

The above limitations of liability do not apply to claims made for injury to life, body or health. The same applies if liability is mandatory under the German Product Liability Act (Produkthaftungsgesetz), if DKV has made a guarantee declaration or if DKV has fraudulently concealed a defect.

#### Liability for links

The DKV website contains links to external third-party websites; DKV has no influence over the content of these websites. DKV can therefore assume no liability for this third-party content. The content of the linked websites is always the responsibility of the respective provider or operator of the website. The linked websites were checked at the time the links were created for possible breaches of laws. No illegal content was identifiable at the time the links were created. It is not reasonable to constantly check the linked websites unless there is a specific reason to believe that there might be a breach of law. As soon as DKV is aware of any breach of law, DKV will remove such links immediately.

#### Release from liability by the user

The user undertakes to indemnify DKV against all claims as a result of unauthorised or illegal use of the eServices offered by DKV and for which the user is responsible.

The user will ensure in particular that only secure passwords are used, that its passwords are kept secret and that they are changed at regular intervals and at least every 90 days. DKV recommends specifically to its customers that it considers the following criteria when issuing passwords: Passwords should contain at least eight characters and characters from at least three of the following four groups: Upper-case and lower-case characters, numbers, punctuation and special characters. Passwords that are easy to guess (e.g. date of birth) or trivial (e.g. "1234abcd") should not be issued.

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#### **Google Analytics**

The DKV eServices use Google Analytics, a web analysis service provided by Google Inc. ("Google"). Google Analytics uses "cookies", text files which are stored on your computers and allow an analysis of the use of the website. The information produced by the cookie on your use of this website will be transmitted to and stored on a Google server in the USA. In the event of IP anonymisation being activated on this website, your IP address will however be shortened beforehand within member states of the European Union or in other states signed up to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA, where it will be shortened. Google will use this information on behalf of the operator of this website to analyse your use of the website, to compile reports on the website activities and perform further services related to the use of the website and internet for the website operator. The IP address transmitted by your browser while using Google Analytics will not be combined with other data held by Google. You may prevent cookies from being stored with an appropriate setting in your browser software; we point out, however, that in this case you will not have full use of all of the functions on this website. You may also prevent data generated by the cookie and relating to your use of the website (including your IP address) being collected and processed by Google by downloading and installing the browser plugin available at the following link: http://tools.google.com/dlpage/gaoptout?hl=de.

You can prevent data from being collected by Google Analytics by clicking on the following link. An opt-out cookie will be installed which will prevent your data from being collected when you visit this website in future: <u>https://tools.google.com/dlpage/gaoptout?hl=de</u>.

You can find more information on terms & conditions of use and data protection at http://www.google.com/analytics/terms/de.html or at

http://www.google.com/intl/de/analytics/privacyoverview.html

We point out that all of the websites and applications have had the code "gat.\_anonymizelp();" added to them in order to anonymise the IP addresses collected by Google Analytics (so-called IP masking).

#### **Final provisions**

DKV reserves the right to make changes to the eServices, terms and conditions at any time. They are subject to these general terms and conditions, the special contract terms and conditions and terms and conditions of use that are in force at the time you use the eServices. If any of these conditions are deemed to be ineffective, invalid or unenforceable for any reason, this will have no impact on the validity and enforceability of the remaining provisions.

These general terms and conditions of use are subject exclusively to German law. The place of jurisdiction is Düsseldorf.