



Special Terms and Conditions for EETS Boxes

The Special Terms and Conditions for EETS Boxes govern the ordering and use of DKV toll services by customers.

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PART A – GENERAL PROVISIONS

1 Subject matter of the agreement and conclusion of this legal relationship

These Special Conditions (hereinafter referred to as "**Conditions**") enable the customer to order and use certain toll services of DKV EURO SERVICE GmbH + Co KG (hereinafter referred to as "**DKV**"). In order to provide the toll services under these Conditions, DKV maintains contractual relationships with providers of toll services that provide the customer with direct – or indirect via DKV – access to toll road networks (hereinafter referred to as "**Suppliers**"), such as national toll collectors or EETS providers.

These Conditions shall apply to the DKV BOX EUROPE and the DKV BOX FLEX (hereinafter referred to as "**EETS Boxes**"). The EETS Boxes are interoperable devices for the automatic recording of toll-relevant data (hereinafter referred to as "**OBUs**"). Unless a distinction is expressly made between the EETS Boxes in these Special Terms and Conditions, the provisions shall apply to both EETS Boxes. The OBU can be a new or refurbished device. Returned OBUs can be refurbished and reissued to customers in accordance with the sustainability principle. The fully functional OBUs may therefore show minor signs of wear and tear resulting from normal use.

These Conditions are concluded between the customer and DKV on the basis of a written agreement or other submission or order or application (in particular by electronic means provided by DKV) by the customer and acceptance by DKV. DKV's acceptance shall be made either explicitly or may be seen in the order confirmation for the first individual order under this agreement.

These conditions shall constitute a special condition within the meaning of the General Terms and Conditions of DKV (hereinafter referred to as "**GTC-DKV**"). These Conditions shall take precedence over the GTC-DKV where it deviates from or supplements them. In all other respects, the GTC-DKV shall remain unaffected.

2. Applicability of Supplier conditions

For individual toll services and OBUs, it may be necessary for the customer to also accept the Supplier's general terms and conditions. The toll tariffs and general terms and conditions of a Supplier shall not form part of these Conditions. The customer shall be obliged to obtain the necessary information about toll tariffs and terms and conditions before using toll routes. The prerequisites and modalities of inclusion as well as the scope of application of the Supplier's general terms and conditions are regulated specifically for the respective OBU.

3. Individual contracts for toll services

3.1 General provisions

For the actual use of a service under these Conditions, the ordering of an OBU by the customer and acceptance by DKV (hereinafter "**Individual Contract**") shall be required. DKV provides forms or an online ordering option for this purpose.

Unless otherwise specified by DKV, individual orders shall be made for one vehicle and one or more toll areas. A toll area is only offered to the customer by DKV for registration in a standardised manner and comprises one or more areas for which a toll collector or a group of toll collectors collect the toll jointly.

3.2 Conclusion of contract for Free-Flow Sections

A "**Free-Flow Section**" shall mean a road section consisting of one or more lanes on a toll road (without toll barriers) on which motor vehicles do not have to stop or slow down for the purpose of toll data recording. There are systems on the road section, e.g. camera bridges with sensors (hereinafter "**Camera Bridge**"). If the customer drives under the system, the OBU records the usage event which is subject to toll (hereinafter also referred to as "**OBU Toll Data Recording**").

With each use of a Free-Flow Section (e.g. by driving under a Camera Bridge), an individual contract shall be concluded between DKV and the customer regarding the provision of the right of road use by DKV to the customer for the use of the respective Free-Flow Section in accordance with Clause 8 lit. c. of the GTC-DKV, provided that the right of road use can be granted directly by DKV to the customer in its own name and for its own account ("**Direct Delivery**") or in its own name but for the account of a third party ("**Commission**"). In this respect, the customer shall be obliged to pay the toll charges/toll fees incurred for the use of the Free Flow Section in accordance with Clause 9 of these Conditions. This shall also apply if no DKV logo is attached to or placed in front of a system located on the



Free-Flow Section, e.g. a Camera Bridge, or if the customer is not informed of DKV in any other way before driving under the system on a Free-Flow Section. This shall further apply if there is a Subsequent Recording procedure pursuant to Clause 3.3 of these Conditions, i.e. in the event of an incorrect and/or failed toll data recording by the OBU.

In cases in which the right of road use for Free-Flow Sections is or can only be granted to the customer by the responsible Supplier ("**Third Party Delivery**"), the customer assures that it will conclude or has concluded a corresponding contract with the Suppliers regarding the right of road use. The customer warrants the conclusion of a corresponding contract with the Supplier. DKV shall acquire the Supplier's claims against the customer from the Supplier for a fee and shall invoice these to the customer in accordance with Clause 9 of these Conditions.

3.3 Subsequent recording of toll road use (subsequent recording list)

The process of subsequent recording of road usage subject to toll shall be carried out on the basis of a comparison with the Subsequent Recording List if the toll data recording by the OBU is incorrect and/or has failed, including for Free-Flow Sections (hereinafter referred to as "Subsequent Recording").

In cases of an incorrect and/or failed toll data recording by the OBU, a Subsequent Recording of usage events subject to tolls may take place, even if a legitimization of the customer in this respect has not occurred either by means of the OBU or with another legitimization object (hereinafter referred to as "**LEO**").

The customer hereby expressly commissions DKV with the Subsequent Recording of toll road use by its motor vehicles by means of the so-called Subsequent Recording procedure (as defined below).

For this purpose, the customer authorises DKV to transmit to the Supplier a file containing the customer's data required for Subsequent Recording (hereinafter referred to as "**Subsequent Recording List**"). The Subsequent Recording List shall contain all data required for pricing, including the determination of discounts in relation to the calculation of toll charges/toll fees. Such data may include, among other things:

- Code for the country of registration (ISO 3166-1 digital standard);
- Number of vehicle licence plate;
- Number of OBU;
- OBU expiry date;
- Permissible total weight of the vehicle;
- Emission class of the vehicle;
- CO₂ emissions of the vehicle; and
- Motorisation of the vehicle.

For non-personal data, the above list of transmitted data may be extended by further data.

Subsequent Recording using the Subsequent Recording List shall be carried out as follows (hereinafter referred to as "**Subsequent Recording Procedure**"):

- The Supplier will store the data from the Subsequent Recording List on the IT systems required for the operation of the toll roads (hereinafter referred to as "**Toll Roads**");
- When a customer drives through the system, e.g. the Camera Bridge, on a Toll Road, images and videos of the vehicle licence plate are taken;
- The licence plate number is read automatically using OCR recognition;
- For motor vehicles for which no OBU could be recorded as an LEO when passing a Toll Road, the Supplier compares the recorded vehicle registration number with the data on the Subsequent Recording List.

Subsequent Recording in accordance with the Subsequent Recording Procedure described above shall also be carried out for toll data recording by the OBU on Free-Flow Sections, especially road sections with a Camera Bridge.

If the comparison is successful, a Subsequent Recording will be generated for the OBU of the customer concerned in accordance with the procedure defined in the contract between the Supplier and DKV.

If the comparison is unsuccessful, the Supplier may query the customer's data stored in the central vehicle register and send the customer an invoice for the toll charge by post.

The customer shall be informed by e-mail in case of a Subsequent Recording of the French toll.



Subsequent Recording by means of a Subsequent Recording List will not take place if the customer has provided to DKV no or an incorrect licence plate number.

4. Support in setting up / implementing CO₂ tolling

Subject to separate commissioning by individual order, DKV supports its customers in the sense of a separate (additional) service in setting up / implementing the new toll requirements in the area of CO₂ tolling, in particular in the self-declaration of vehicles subject to tolls with regard to CO₂ emission and pollutant classes depending on the applicable legal provisions (in Germany, for example, in accordance with the Federal Trunk Road Toll Act - BFStrMG).¹

For this purpose, DKV shall collect and process the data provided by the customer for the purpose of providing the aforementioned (additional) service "self-declaration" and shall make the self-declaration on behalf of the customer to the relevant toll collector. The customer shall be responsible for the accuracy and completeness of the data and information required for the self-declaration and to be provided by the customer; all toll-relevant data must be provided correctly by the customer.

DKV shall not be responsible and shall not be liable for errors in the self-declaration which are due to incorrect and/or inaccurate information provided by the customer, as well as any resulting consequential errors (e.g. incorrect toll settlement statements).

In relation to the toll collector, the customer shall remain responsible for the self-declaration and the associated categorisation of vehicles, taking into account emission classes in accordance with the applicable statutory provisions. This means that in the event of incorrect toll settlement statements or an incorrect categorisation in emission classes, the customer shall be obliged to first contact the respective toll operator for a correction. DKV shall support customers with this upon request.

To the extent DKV processes data and information (hereinafter referred to as "**Toll-Relevant Data**") for the aforementioned purposes, which may also include personal data, this shall be done in a capacity as controller within the meaning of Art. 4(7) GDPR. Such data processing serves the purpose of providing the aforementioned services to the customer and shall also include necessary data processing for the purpose of analysing faults, investigating misuse or ensuring IT security. The legal basis for this is Art. 6(1) sent. 1 points (b) and (f) GDPR.

For further information on data protection, in particular with regard to any existing rights of data subject, please refer to DKV's general data protection information, which is available at www.dkv-euroservice.com/datenschutz.

5. Information obligations of the customer, error correction

The customer shall be obliged to provide all information requested by DKV that is necessary for the performance of these Conditions and the individual orders and to notify changes to such information without undue delay.

In this regard, the customer shall be obliged, in particular, to transmit all vehicle-related data and documents requested by DKV in the course of registration for one or several toll areas. The customer guarantees the completeness and accuracy of the information provided by it.

If, when processing an individual order, DKV establishes that the information provided by the customer in the individual order for a vehicle differs from the information already provided by the customer, DKV shall be entitled to correct the error and use the corrected data. If data required for the individual order are missing, DKV shall be authorised to supplement such data based on the information available to DKV from the customer. DKV shall inform the customer about the data collected in the order confirmation of the individual order. If the customer does not object to a correction or supplementing in accordance with this paragraph within 2 weeks of receipt of the order confirmation, the data shall be deemed correct in the relationship between DKV and the customer.

¹ Note:

Toll rates include a share for air pollution caused. This percentage depends on the emission class and the weight class and, above 18 tonnes gross vehicle weight, also on the number of axles. Each toll-paying vehicle must be categorised and reported to the toll operator in an emission class (emission classes A, B, C, D, E, F and G) by the toll payer by means of self-declaration.



6. Terms of use for OBUs

6.1 Installation and fitting

The customer shall be responsible for the proper installation of the OBU and shall bear any related costs. Multilingual installation instructions shall be provided to the customer.

6.2. Usage

The customer shall be in charge of the OBU and use it under its sole and exclusive responsibility. The use of the OBU by persons other than the customer and its assistants in performance and vicarious agents or for motor vehicles other than those designated shall not be permitted. A physical OBU must be stored and handled with care.

The customer shall be responsible for the proper operation and handling of the OBU in accordance with the relevant operating instructions, which shall be provided to the customer, these Conditions and the GTC-DKV. An OBU may only be installed and used in the customer's motor vehicle for which it is registered. DKV provides the toll service only for this specific vehicle-customer combination.

The OBU may only be used in the toll areas for which the OBU is registered.

In order to properly record the toll, the customer must keep the OBU operation-ready when driving in the registered toll areas.

The customer shall ensure that several OBUs from DKV or from other providers are not active or in use at the same time. Double toll recordings and double billing shall be borne by the customer. It is expressly pointed out that DKV shall be entitled to invoicing in this case as well. If a toll collector detects the simultaneous use of several OBUs, it may order OBUs to be temporarily deactivated. DKV will inform the customer accordingly of any such cases.

When using the OBU, the lanes specially marked for recording the applicable toll data must be used. There is no need to create receipts as with cash or card payments.

The customer shall be obliged to check the functionality of an OBU before, during and after each journey and to pay attention to any (acoustic) signals emitted.

6.3 Ownership of physical OBUs

If an OBU is made available to the customer, it remains the exclusive, non-transferable and non-seizable property of DKV or the Supplier.

6.4 Personalisation of OBUs

In certain toll areas, the customer must set the correct number of axles and the permissible total weight on the OBU before each journey. The specific toll areas and the type of setting can be found in the operating instructions.

The customer shall ensure that the user data (esp. license plate number incl. state of registration, emission class and vehicle class) are properly and completely stored on the OBU and match the actual features of the vehicle. If, during a check by a toll collector, discrepancies arise between the data on the OBU used and the specific user, the toll collector reserves the right to take further action against the customer. In particular, the toll collector may suspend the granting of discounts or block all of the customer's OBUs.

If the customer makes changes to the vehicle, it shall immediately ensure that the personalised data programmed on the OBU is updated; in particular, the customer shall inform DKV of such changes in accordance with Clause 5 of these Conditions.

While the OBU is located within the route network of a toll area, no changes may be made to the parameters programmed on the OBU if such change would prevent the correct matching of the input and output data to and from the route network and the determination of the correct toll tariff and discounts. If a change is nevertheless made while the OBU is located within the route network of a toll area, the toll collector is entitled to charge the maximum tariff.

6.5 Lacking functionality of an OBU

If the OBU is not functioning properly, malfunctions or displays other error messages (hereinafter referred to collectively as "**Lack of Functionality**"), the customer shall be obliged to inform DKV of this without undue delay.

The customer must always carry an alternative means of authorisation (e.g. another LEO) or means of payment (e.g. a credit card) in the event a Lack of Functionality occurs. When passing through an ungated station, the customer must make the payment or subsequent payment to the toll collector independently in the event of a Lack of Functionality.



In case of any questions, including technical ones, and complaints regarding the OBU, the customer service shall be available to the customer by phone 24 hours a day.

6.6 Theft, loss or other misplacement

DKV must be notified without undue delay of any theft, loss or other misplacement of an OBU.

The recovery of an OBU reported as stolen, lost or otherwise misplaced must also be reported to DKV without undue delay. The recovered OBU may not be used again without the express permission of DKV. The permission will depend on the technical restorability. If such restorability does not apply, a physical OBU must be returned immediately by the customer to the address specified by DKV.

6.7 Blocking an OBU

In the event of one of the circumstances listed in the GTC-DKV on the subject of "Prohibition of use and blocking", DKV may temporarily block individual or all of the customer's OBUs without demanding their return at the same time. Despite the temporary blocking of individual or all OBUs, the customer shall in this case continue to owe the control fee in accordance with Section 9.1 of these Conditions.

6.8 Seizure of an OBU by the toll collector

The respective toll collector and other parties entitled under the applicable national law may be entitled to seize a blocked OBU, in particular if an attempt is made to use the OBU in the relevant toll area. In the event of a seizure of an OBU, the customer shall bear the costs incurred, in particular the seizure fees charged to DKV, as well as the costs of return shipment of the seized OBU.

6.9 Replacement of an OBU

DKV shall be entitled to replace an OBU in possession of the customer with another OBU at any time. The customer shall be obliged to provide DKV with appropriate support in this regard and, in particular, to return physical OBU to an address designated by DKV at the first request.

6.10 Surrender of an OBU, return shipment

After termination of an individual contract or if DKV requests the surrender of the OBU, the customer must send the relevant physical OBU without undue delay and without request to the address specified by DKV at his own expense and risk.

Apps or other applications must be uninstalled from mobile devices. If uninstallation is carried out by DKV, the customer shall be obliged to co-operate, in particular to establish and maintain the electronic accessibility of the OBU for the uninstallation.

If a physical OBU is not returned within 30 calendar days of DKV's request to surrender it or of termination of the individual contract and is not registered for another vehicle of the customer, DKV shall charge a device fee per OBU corresponding to the device in accordance with the list of service fees (hereinafter "**Service Fee List**") for non-return.

7. EETS BOX

7.1 Delivery

DKV shall deliver the EETS BOX to the customer at the delivery address specified on the EETS BOX order form. DKV shall charge a personalisation and shipping fee for entering the necessary data and for activating the EETS BOX as well as for shipping the EETS BOX.

7.2 Increased control fee for inactivity

In deviation from Part A Clause 9.1, DKV shall charge an increased DKV control fee for inactivity instead of the control fee as compensation if no toll transaction has been generated with this EETS BOX for 90 days on the day of invoicing. This increased control fee shall cease to apply from the first invoice date on which it is determined that the EETS BOX is again generating revenue.

7.3 Service configuration

In the event that the customer adds or cancels a toll service on the EETS BOX, a service configuration fee shall be charged in accordance with the Service Fee List.



7.4 Return of the OBU

If the customer returns an EETS BOX before three years have elapsed, a fee will be charged for reconditioning in accordance with the Service Fee List (fee for early return of EETS BOX). This shall not apply if the return is due to a circumstance for which the customer is not responsible.

8. Lacking functionality of systems

DKV shall not be responsible for the functionality of the Supplier's tolling technology. In the event of technical problems with a Supplier's tolling technology, DKV shall provide the customer with appropriate support. However, the customer shall not be entitled to assert any claims against DKV in this case.

9. Remuneration, invoicing and complaints

9.1 EETS BOX control fee, toll system fee

DKV shall charge a monthly control fee for each EETS BOX in accordance with the Service Fee List. This control fee, which DKV charges for the provision and remote management of the EETS BOX, shall be calculated as a lump sum. The EETS BOX itself shall be provided to the customer free of charge. The monthly control fee as well as the motorway tolls registered and incurred by the EETS BOX and fees for the use of car parks, tunnels, ferries and bridges shall be charged by DKV with an additional surcharge and a toll system fee of the toll amount invoiced to the customer after discounting, plus operator fees, with the DKV invoice in accordance with the respective applicable Service Fee List. The control fee and the toll system fee shall be calculated in accordance with the applicable Service Fee List, as amended, which shall be made available to the customer. When the customer returns the EETS BOX to DKV, the charging of the control fee shall be cancelled. DKV shall provide the customer with the current Service Fee List at any time upon request.

9.2 Amendments to the Service Fee List

DKV shall be authorised to amend the Service Fee List in accordance with the provisions of the GTC-DKV.

9.3 Discounts / reductions

To the extent that Suppliers grant the customer discounts or reductions, DKV shall pass these on to the customer in accordance with the applicable country-specific provisions and, if applicable, show these on the invoice.

If the customer makes use of end customer discounts, it hereby authorises DKV vis-à-vis the Supplier to accept and receive the end customer discounts.

The customer commissions DKV to enrol in free voluntary discount programmes. An authorisation or commissioning to enrol in discount programmes shall not create a right to receive a specific discount from DKV and/or the Supplier. Information on discount programmes is provided for information purposes and without warranty. The regulations of the toll operator companies shall apply exclusively.

9.4 Invoicing

DKV shall provide the customer with a settlement statement (DKV invoice) as well as an itemised journey statement of the toll transactions, to the extent the Supplier provides DKV with such information or documents.

10. Complaints

The customer shall be obliged to check the invoices issued under these Conditions as soon as it has received them. The assertion of any and all claims or objections in relation to these invoices must be made in accordance with the provisions of the GTC-DKV.

11. Liability of the customer

11.1 General liability

The customer shall be liable for any use in breach of the agreement or misuse of the OBU and for the tolls registered and incurred as a result, unless it and the authorised user of the motor vehicle in which the OBU was installed have taken all reasonable precautions against the use in breach of the Agreement or misuse of the equipment, for which the customer shall bear the burden of proof. The customer shall be responsible for breaches of the duty of care by persons to whom he has entrusted the OBU.



Unauthorised use of an OBU can be prosecuted under criminal law.

11.2 Additional liability for physical OBUs

The customer shall be liable for any damage to OBUs resulting from improper use and/or use in breach of the terms of the agreement. In particular, opening a device, removing a battery and copying stored data are prohibited.

The customer shall be liable for any damage to a returned OBU that goes more than insignificantly beyond the degree of normal wear and tear and for the loss of any OBU. The value of the OBU shall be the amount stated in the Service Fee List for the device fee in case of non-return, which DKV can demand as compensation as a general rule. DKV shall have the right to prove a greater damage, the customer shall have the right to prove a lesser damage. This provision shall not affect any further statutory claims for damages.

12. Data protection

12.1 General provisions

DKV collects and processes personal data within the scope of these Conditions as a controller within the meaning of Art. 4(7) GDPR. Data processing is carried out for the purposes of processing toll payments, including any registration of the customer for the Suppliers' systems and the subsequent invoicing of these services.

This also includes data processing for the purpose of checking the accuracy of information (spot checks) and investigating and prosecuting misuse (see Art. 23 to 25, Art. 27 of Directive 2019/520 in conjunction with the respective national transformation law), analysing malfunctions and quality and ensuring IT security. Without data processing, the purposes stated above could not be achieved. The legal basis for the data processing required for this purpose is Art. 6(1) sent. 1 point (b) GDPR, to the extent the data processing serves the fulfilment of contractual relationships. In addition, Art. 6(1) point (c) GDPR is the legal basis in the area of checking the accuracy of information submitted and the investigation and prosecution of misuse (fulfilment of legal obligations). In addition, we have legitimate interests in data processing for the aforementioned purposes of providing and processing toll payments in accordance with Art. 6(1) sent. 1 point (f) GDPR. DKV also processes data for the ongoing development of its offering and services as well as for market and opinion research, which constitute legitimate interests of DKV pursuant to Art. 6(1) sent. 1 point (f) GDPR.

DKV transmits the data within the scope of the aforementioned purposes, in particular to undertakings affiliated with DKV within the meaning of § 15 of the German Stock Corporation Act (*Aktiengesetz* – AktG) and to Suppliers. For further information on data protection, in particular with regard to any existing rights of data subject, reference is made to DKV's general data protection information, which is available at www.dkv-euroservice.com/datenschutz.

12.2 Subsequent Recording of tolls

The provision of customer data for the Subsequent Recording of toll events by means of the so-called Subsequent Recording Procedure shall take place within the framework of the respective service provision of DKV to the customer (see Clause 3.3 of these Conditions). The legal basis for this is Art. 6(1) point (b) GDPR.

12.3 Non-payment of tolls

In the event of non-payment of tolls, please note that – irrespective of the provision in Clause 3.3 of these Conditions – DKV may be under an obligation arising from statutory and/or administrative regulations of the respective Member States[2] to provide data to toll companies for the purpose of subsequent collection. The legal basis for such provision is Art. 6(1) point (c) GDPR.

13. Term, termination and applicability of German law

13.1 Term

The Conditions shall be concluded for an indefinite period. The same shall apply to the individual contracts resulting from the order.

13.2 Notice/termination

Both parties may terminate these Conditions and each individual contract in accordance with the GTC-DKV.

These Conditions and individual contracts shall end at the latest upon termination of the business relationship between DKV and the customer; further, individual contracts shall end at the latest upon termination of these Conditions. No separate declaration shall be required.



After termination of an individual contract, the customer shall no longer be authorised to use the OBU. The provisions in Clause 6.10 of these Conditions shall apply. If the customer continues to use the OBU without authorisation after termination of the individual contract, DKV shall be entitled to claim control and device fees (in particular for OBUs not returned) and tolls incurred in accordance with Clause 9.1 of these Conditions. Acceptance of the fees to be paid shall not constitute an extension or conclusion of a new individual contract.

13.3 Applicability of German law

German law shall apply, also –as the case may be – in deviation from the GTC-DKV. The place of jurisdiction for all disputes arising from or in connection with these Conditions and the individual contracts concluded thereunder – even after their termination – shall be Düsseldorf, Germany.

PART B – SPECIAL PROVISIONS FOR THE EETS BOXES

14. DKV BOX EUROPE

14.1 Country availability

The DKV BOX EUROPE may be used in the following toll areas:

- Germany
- Belgium
- Austrian
- France
- Spain
- Italy
- Bulgaria
- Hungary
- Switzerland
- Scandinavian bridges
- Slovakia
- Poland
- Slovenia
- Czech Republic
- Netherlands

14.2 Contractual relationship between the customer and Toll4Europe GmbH

By ordering the DKV BOX EUROPE, the customer accepts the General Terms and Conditions of the Supplier Toll4Europe GmbH (hereinafter referred to as "**T4E**") for the use of its system (hereinafter referred to as "**GTC-T4E**"). The GTC-T4E are available on the DKV website. Upon request, DKV will provide the customer with a hardcopy of the GTC-T4E. Any disputes regarding the GTC-T4E shall be settled directly between the Supplier and the customer.

In any case, the individual contracts relating to the DKV BOX EUROPE shall end automatically and without further declaration when the contractual relationship between the customer and the Supplier T4E ends.

14.3 Bulgaria, Germany, Belgium, Poland, Switzerland and the Netherlands

By way of supplement to Clause 3.1 GTC-T4E and after the customer has registered for the toll areas of Bulgaria, Germany, Belgium, Poland and Switzerland, the customer shall instruct T4E to pay the toll to the respective toll collector each time the respective toll collection system is used. The determination of the toll amount, the control of toll payment and the subsequent collection of the toll shall be subject to the regulations of the respective toll collector and the applicable national regulations.

T4E will pay the toll to the respective toll collector on behalf of the customer. The customer must fulfil the resulting advance payment claim (§ 669 BGB (*Bürgerliches Gesetzbuch* – German Civil Code)) or claim for reimbursement of expenses (§ 670 BGB). DKV shall be entitled in relation to the customer to assert against the customer the advance payment claim (§ 669 BGB) or the claim for reimbursement of expenses (§ 670 BGB) of the Supplier arising from the commission relationship in the amount of the nominal value of the toll plus the applicable value added tax. DKV shall calculate these claims on an ongoing basis or based on time periods. As a rule, claims for payment of the toll shall



be settled weekly, with DKV also being entitled to provide for a different settlement frequency, in particular every six months or monthly. The receivables shall be broken down in the account statements for the DKV invoices according to the type of receivable and the respective toll statements. The individual journeys will not be listed.

15. DKV BOX FLEX

15.1 Country availability

The DKV BOX FLEX may be used in the following toll areas:

- Germany
- Belgium
- Netherlands

15.2 Contractual relationship between the customer and tolltickets GmbH

By ordering the DKV BOX FLEX, the customer accepts the General Terms and Conditions of the Supplier tolltickets GmbH (hereinafter referred to as "**tolltickets**") for the use of its system (hereinafter referred to as "**GTC-tolltickets**"). The GTC-tolltickets are available on the DKV website. Upon request, DKV will provide the customer with a hardcopy of the GTC-tolltickets. Any disputes regarding the GTC-tolltickets shall be settled directly between the Supplier and the customer.

In any case, the individual contracts relating to the DKV BOX FLEX shall end automatically and without further declaration when the contractual relationship between the customer and the Supplier tolltickets ends.

15.3 Germany, Belgium and the Netherlands

By way of supplement to Clause 3.1 of the GTC-tolltickets and after the customer has registered for the toll areas Germany and Belgium, the customer shall instruct tolltickets to pay the toll to the respective toll collector each time the respective toll collection system is used. The determination of the toll amount, the control of toll payment and the subsequent collection of the toll shall be subject to the regulations of the respective toll collector and the applicable national regulations.

tolltickets will pay the toll to the respective toll collector on behalf of the customer. The customer must fulfil the resulting advance payment claim (§ 669 BGB (*Bürgerliches Gesetzbuch* – German Civil Code)) or claim for reimbursement of expenses (§ 670 BGB). DKV shall be entitled in relation to the customer to assert against the customer the advance payment claim (§ 669 BGB) or the claim for reimbursement of expenses (§ 670 BGB) of the Supplier arising from the commission relationship in the amount of the nominal value of the toll plus the applicable value added tax. DKV shall calculate these claims on an ongoing basis or based on time periods. As a rule, claims for payment of the toll shall be settled weekly, with DKV also being entitled to provide for a different settlement frequency, in particular every six months or monthly. The receivables shall be broken down in the account statements for the DKV invoices according to the type of receivable and the respective toll statements. The individual journeys will not be listed.

PART C – SPECIAL PROVISIONS FOR INDIVIDUAL TOLL AREAS

16. Special provisions for the Austria toll area

16.1 Vehicle declaration

DKV shall issue a vehicle declaration to the Customer. In order to use OBUs in the Austria toll area, the customer shall be obliged to carry such a filled in vehicle declaration with it in PDF or paper form and, at the request of the toll collector or its toll supervisory bodies, present them together with the evidence that allows the verification of the allocation of a EURO emission class to a tariff group.

The customer shall be obliged to verify, before using the roads of the Austria toll area, that the license plate number affixed to the motor vehicle, as well as the country of registration and the vehicle unit number (OBU ID) indicated on the OBU match the data indicated on the vehicle declaration. If the data on the vehicle declaration does not match, the OBU must not be used to record toll-relevant data.



16.2 Using the local GO-Box in case of OBU malfunction

In the event that toll-relevant data cannot or could not be recorded using the OBU in the Austria toll area (e.g. if the OBU is blocked or if the data on the vehicle declaration does not match in accordance with Clause 14.1 of these Conditions) or that malfunctions of the OBU occur, the customer must use a local Austrian GO-Box. Such a box can be obtained from any GO sales office.

The customer must ensure that it complies with its subsequent toll payment obligations when switching to the local GO-Box.

17. Special provisions for the France toll area

17.1 Granting of discounts

The OBU enables the use of discount programmes of the French toll collectors within the framework of their special terms and conditions, with the exception of the operator ALIS. If a licence plate-independent OBU is used, it is not possible to take advantage of the discount programmes in the France toll area.

The French toll collectors determine whether and subject to which conditions they will grant discounts. The toll collectors may change the discount provisions at any time. DKV shall inform the customer about discounts offered by the respective toll collector.

A distinction is made between optional and non-optional discount programmes. In the case of optional discount programmes, the customer can choose whether to participate in a discount programme. If the customer chooses to participate in a discount programme, the customer will receive discounts on the toll and may be required to pay a fee to the toll operator to use the discount programme. DKV shall inform the respective toll collector of the choice made by the customer, for the acceptance of which by the toll collector DKV assumes no liability. The customer may change its choice of discount offers. The change will be implemented by DKV for the next possible invoice.

Discount programmes without a choice are mandatory for the customer and must be accepted by it. In some cases, toll collectors charge a fee also for these discount programmes.

A device replacement, a new booking of the toll, a new registration for a discount programme and a change to an existing discount programme will result in a change to the billing number (PAN) and therefore a new discount calculation.

17.2 Special aspects regarding invoicing, advance payments

The toll incurred for the France toll area is invoiced on a monthly basis. For this purpose, DKV will initially calculate the toll transactions received by the 15th or the last day of a month, but which have not yet been valorised and settled by the toll collectors, as advance payments. Invoices for the full month shall be issued on the 15th of the following month after the toll transactions made in the previous month have been valorised and discounted, with the advance payments charged in the previous month being deducted.

18. Special provisions for the Spain toll area

By registering for the Spain toll area, the customer authorises DKV to register the customer for the discount programmes offered by Spanish Toll Collectors. The authorisation shall also extend to the granting of sub-authorisations to Suppliers to the extent they are necessary for conducting the registration.

19. Special provisions for the Italy toll area

The customer shall be obliged to comply with the terms and conditions of use of the respective toll collector for the Italy toll area. The terms of use may be viewed on the DKV website, provided that the respective toll collector has made them available to DKV in advance.

20. Special provisions for the Bulgaria toll area

20.1 Using the route pass in case of OBU malfunction

In case of a Lack of Functionality or blocking of an OBU, the customer shall be obliged to purchase a route pass through the online platform of the Bulgarian toll service provider ITS at <https://tollpass.bg/> kaufen, which grants the customer the right to use the toll road network.



20.2 Granting of discounts

For the use of toll roads in the Bulgaria toll area with vehicles over 3.5 tons, which use an alternative fuel as the only source, the toll collector grants the customer a discount in the amount of 50 percent of the value set in the latest toll tariff list of the toll collector for the relevant type of vehicle and for the emission class EURO VI, EEV.

The application for a discount and the application for a refund is only available in Bulgarian and must be completed in Bulgarian and submitted by the customer or an authorised representative directly to the toll collector no later than 10 days after the month for which the customer wishes to claim the discount, together with proof of use of the toll road network.

21. Special provisions for the Hungaria toll area

21.1 Clarification regarding mandatory and registration-relevant parameters

By way of clarification of the obligations existing under Clause 3 of these Conditions, the customer shall be obliged, in particular, to provide DKV with, among other things, the model of the vehicle (manufacturer) and the year of manufacture for registration with the toll collector.

21.2 Avoidance of double registration

Double registration of a single vehicle is not permitted (identification via the licence plate). Therefore, the customer must ensure that any existing registration for a vehicle/licence plate with another OBU (i.e. an OBU other than a T4E OBU) is deregistered for the Hungary toll area before a toll service is booked in Hungary for the customer's vehicle under this agreement. If such deregistration is not performed, the registration cannot be performed and the toll service cannot be used for the vehicle.

22. Special provisions for the Switzerland toll area

22.1 Clarification regarding mandatory and registration-relevant parameters

By way of clarification of the obligations existing under Clause 3 of these Conditions, the customer shall be obliged, in particular, to inform DKV of the correct total weight of the tractor, the total weight of the vehicle combination, the emission class, the vehicle registration number, the country code according to the registration certificate and the personal details of the keeper of the vehicle (company name, address) (COUNCIL DIRECTIVE 1999/37/EC). The customer shall also notify DKV without undue delay of any changes to this information.

22.2 Trailer declaration

In addition, the customer shall be obliged to provide DKV with the following further mandatory data for registration: Unladen weight of the tractor (G, Unladen weight), number of axles of the tractor, trailer type, trailer weight (max. permissible), number of axles of the trailer. DKV shall inform the customer about the correct trailer declaration with weight information and the procedure in the event of malfunctions in accordance with Guideline 15-02-03 of the Federal Customs Administration (*Eidgenössische Zollverwaltung* – EZV). The customer must enter the number of axles of the trailer on the user interface via the OBU menu before using the OBU. If the total weight of the trailer changes before or during the journey within the Switzerland toll area, the customer shall be obliged to enter the new maximum permissible total weight via the user interface of the OBU.

22.3 Assessment order

For the Switzerland toll area, the notices are generated in the form of assessment orders per customer and per toll-paying journey. DKV shall transmit these assessment orders to the customer.

22.4 Transport mode

In accordance with the toll collector's toll area-specific guidelines, the customer must activate "transport mode" on the OBU as soon as the vehicle is no longer moving under its own power – for example, when it is loaded onto a train. The customer shall be liable for any transactions generated because the customer failed to activate the transport mode.

23. Special provisions for the Scandinavian Bridges toll area

23.1 Special provisions for the installation and use of the OBU

The customer must ensure the installation of an OBU with software version GoMa version 6.4 or higher and shall be obliged to drive in the lanes of the Scandinavian Bridges toll area specially marked for toll data recording by OBU.



23.2 Granting of discounts

The OBU enables the use of discount programmes of toll collectors in the Scandinavian Bridges toll area via T4E in accordance with the toll collector's terms and conditions. In order to receive the discounts, the customer shall be obliged to prove during the registration process that the vehicle fulfils the conditions for granting the discount. The applicable terms and conditions are set out in:

- for the Oresund Bridge, and
- for the Storebaelt Bridge for the Storebaelt Bridge

24. Special provisions for the Slovakia toll area

24.1 Vehicle registration

The customer based in Slovakia shall be obliged to provide the IČO number (company identification number) when registering with DKV. An international customer must provide the VAT identification number to DKV as part of the registration process.

24.2 Flat-rate booking of 650 km

The toll collector is authorised to charge T4E a flat-rate toll for a distance of 650 km for vehicles if the transmitted route data is incomplete and the route actually subject to toll cannot be determined. If the customer has used the OBU incorrectly in this context or if the incomplete transmission of the route data is due to other incorrect behaviour on the part of the customer, the customer shall bear the costs for this flat-rate booking vis-à-vis DKV. Alternatively, the competent Slovakian regulatory authorities can also enforce these flat rates directly against the customer.

24.3 Registration and notification obligations in the event of service failure

In the event of disruptions that lead to an interruption of the (toll) services of DKV or its Suppliers of more than twenty-four (24) hours, the customer shall be obliged to register the vehicle subject to toll either directly with the toll collector or with another body authorised to provide this service without undue delay, but at the latest within two calendar days, and to pay the toll there directly. DKV shall inform the customer immediately of any such service failure.

If the customer is travelling with an inoperative OBU in the toll area to a location where the OBU is to be replaced, it must inform DKV in advance of this planned route. DKV will then inform the toll collector of the customer's planned route so that the toll route can be calculated in order to avoid any fines for the customer due to non-payment of the toll. DKV would like to point out that in these cases the toll collector decides whether to authorise the use of the road even without a functioning OBU. DKV shall forward any notifications in this regard to the customer.

24.4 Granting of discounts

A discount is granted if the kilometres driven by the toll-paying vehicle on the toll road network exceed a certain number of kilometres during the calendar year, with the calculation being made cumulatively from 1 January of the calendar year. For more details regarding the discounts granted, the customer may refer to the online information on the toll collector's homepage (<https://www.emyto.sk/de/etoll/toll-rates-and-discounts>). The discount is granted in the form of a percentage reduction on the current tariff. For kilometres driven from the beginning of the calendar year until the specified number of kilometres is exceeded, a one-off retroactive discount is granted, which is settled by a separate credit note on the total toll invoiced for the billing period in which the entitlement to the discount arose. No application is required for this discount.

25. Special provisions for the Poland toll area

25.1 Special provisions for the installation and use of the OBU

The customer shall be obliged to carry out the available software updates on the installed, personalised OBU without undue delay and thereby keep the OBU software up to date at all times. The service may only be used if the OBU software is up to date.

25.2 Required notification of drivers

The customer must notify its drivers that the Polish toll collector provides information on the rights of data subjects pursuant to Art. 14 GDPR under the following link: [Informationsklausel](#).



25.3 Registered and stored data

The following data, in particular, is registered by or on behalf of the customer in the T4E internet application or API and stored by T4E on the Windshield OBUs assigned to the customer: Vehicle licence plate number, gross vehicle weight (GVW) and EURO emission category of the vehicle. The customer confirms that this data is identical to the data contained in the documents submitted by it.

25.4 Administrative fines

The owner, keeper or driver of a vehicle is responsible for the payment of administrative fines imposed by the enforcement bodies for offences against the applicable law. The aforementioned offences include, in particular: The absence of an OBU in the vehicle, improper installation of an OBU or improper use of an OBU in the vehicle, discrepancies between the vehicle data recorded in the OBU and the actual parameters of the vehicle. The customer can view the individual offences under the following link: [Road traffic control and offences \(etoll.gov.pl\)](https://etoll.gov.pl).

26. Special provisions for the Slovenia toll area

26.1 Registration

The customer shall be obliged to provide the following vehicle parameters as part of the registration process:

- Euro emission class (V.9)
- Number of axles of the tractor unit
- Gross weight of the vehicle (F.1) (or F.2 if available)
- Motor characteristics
- Date of initial registration, number of driven axles
- Vehicle category and cab type
- Engine power (in kW), engine capacity (in liters)
- Specific CO₂ emissions (in gCO₂/tkm = in gCO₂ per tonne and kilometer)

The parameters for registration and the relevant parameters for a specific journey may differ. For example, the number of axles during registration only refers to the axles of the tractor unit, but the number of axles relevant for the toll tariff in the Slovenia toll area is that of the entire vehicle and must therefore be selected on the EETS BOX for each journey. Any damage resulting from the incorrectness of the above-mentioned vehicle parameters, for example due to a toll refund request or an administrative procedure, shall be borne by the customer and DKV shall be authorised to charge accordingly.

26.2 Provision of data

Under certain circumstances (in particular in the case of toll offences), DKV may be obliged to provide the EETS user data, including the details of the owner or holder of the right to use the vehicle with which an offence was committed. The customer shall therefore be obliged to provide DKV with the requested data within three calendar days. In this case, DKV shall inform the customer of the date and content of the toll collector's enquiry. With regard to data protection, please see Clause 12 of these Conditions.

26.3 Correctness of Data

The customer is responsible for providing the following data correctly and completely for entry into and personalising of the EETS BOX:

- Licence plate number and country of registration
- Number of axles
- EURO emission class

The customer must also submit the supporting documents. Such documentation must include at least the official registration number and the country of registration of the vehicle, the number of axles of the tractor unit and the EURO emission class of the vehicle.

The Slovenian toll collector reserves the right to carry out spot checks of the EURO emission class and to request data for this purpose. Against this background, the customer shall be obliged to provide DKV with the relevant data and supporting documents upon request within three calendar days of the request. If the requested data and supporting documents are not provided on time, the toll collector may set the customer's toll transactions for which



the data and evidence were requested back to EURO emission class 0 for 90 days retroactively. If the customer fails to provide the data and supporting documents in good time after a request, the additional amounts shall be borne by the customer and DKV shall be authorised to invoice the customer.

If the customer notices incorrect data, it shall be obliged to inform DKV without undue delay. Any additional amounts resulting from incorrect data shall be borne by the customer and DKV shall be authorised to charge accordingly.

26.4 Locking and recall

In the event of a recall of OBUs by DKV, the customer shall be obliged to comply with the respective requirements of DKV without undue delay. Under certain circumstances, DKV may also be obliged by the toll collector to deactivate the OBUs. DKV shall inform the customer without undue delay of any such deactivation.

26.5 Reimbursements

All customer complaints involving claims for reimbursement must be received by DKV within 60 calendar days of using the service.

26.6 Complaints

All customer complaints received by DKV more than 10 months after the event relevant to the complaint shall be deemed unfounded from the outset. Shorter periods under national law shall remain unaffected.

27. Special provisions for the Czech Republic toll area

27.1 Vehicle registration

The customer shall be obliged to provide the following vehicle parameters as part of the registration process:

- Euro vehicle class
- Euro emission class (V.9)
- Number of axles of the tractor unit
- Total weight of the vehicle (F.2)
- Features of the motor

The parameters for registration and the relevant parameters for a specific journey may differ. For example, the number of axles during registration only refers to the axles of the tractor unit, whereas the number of axles relevant for the toll tariff in the Czech Republic toll area is that of the entire vehicle and must therefore be selected on the EETS BOX for each journey. Any damage resulting from the incorrectness of the above-mentioned vehicle parameters, for example due to a toll refund request or an administrative procedure, shall be borne by the customer and DKV shall be authorised to charge accordingly.

27.2 Customer registration

The customer based in the Czech Republic shall be obliged to provide the IČO number (company identification number) when registering with DKV. An international customer must provide the VAT identification number to DKV as part of the registration process.

27.3 Registration and notification obligations in the event of service failure

In the event of disruptions that lead to an interruption of the (toll) services of DKV or its Suppliers of more than twenty-four (24) hours, the customer shall be obliged to carry out the standard registration, i.e. to register each journey subject to toll with the nearest toll distribution agency or contact office without undue delay, but at the latest within two calendar days, and to pay the toll there directly. DKV shall inform the customer immediately of any such service failure.

The customer shall also be obliged to carry out the standard registration in the event of a malfunction, loss or blocking (invalidation or blacklisting) of an OBU.

27.4 Registered and stored data

The Czech toll collector reserves the right to check the correctness of the personalisation of the OBU. DKV shall retain the documents on the basis of which it has carried out the personalisation of the OBUs for the purpose of a possible check of the correctness of the personalisation by the toll collector.

27.5 Provision of data

Under certain circumstances (in particular in the event of toll offences), DKV may be obliged to provide details of toll offences. The customer shall therefore be obliged to provide DKV with the requested data within three calendar days.



In this case, DKV shall inform the customer of the date and content of the toll collector's enquiry. With regard to data protection, please see Clause 12 of these Conditions.

27.6 Granting of discounts

The OBU enables the use of discount programmes of the toll collector in the Czech Republic toll area via the Supplier in accordance with the toll collector's terms and conditions. If a customer is entitled to an additional toll discount in accordance with the toll collector's legislation, it may exercise this right exclusively through the Supplier in the amount and in the manner specified in the relevant legislation.

The Czech toll collector may change the discount regulation procedure at any time. The procedure may also change as a result of legislation. In this case, the obligation to book a discount may no longer apply.

27.7 Complaints

All customer complaints received by DKV more than 34 months after the event relevant to the complaint shall be deemed unfounded from the outset. Shorter periods under national law shall remain unaffected.

28. Special provisions for the Netherlands toll area

The roads subject to tolls can be viewed at Roads subject to truck toll.

28.1 Registration and vehicle data

The customer shall be obliged to provide all vehicle and usage data required for registration in full and accurately, in particular with regard to:

Emission class

Total weight

Number of axles

CO₂ class

The following additional parameters may be recorded for the calculation of CO₂ based toll rates and classification into the relevant CO₂ class: Number of driven axles, vehicle category, cab type, engine power (in kW), engine capacity (in litres), specific CO₂ emissions (in gCO₂/tkm = in gCO₂ per tonne per kilometre). Incomplete or incorrect information may result in placement in a more expensive tariff category. The customer shall be liable for all consequences arising from incorrect information provided.

28.2 Obligations regarding use; conduct in the event of disruptions or outages

The customer must use the toll service in accordance with the rules. In particular, it must ensure that a fully functional OBU is used and that all journeys subject to tolls are recorded correctly.

In the event of an EETS service outage or a malfunction, loss or blocking of the OBU, the customer shall be obliged to register each journey subject to toll themselves ("standard registration") and to pay the toll directly to the toll collector. This obligation shall remain in force until full functionality has been restored.

DKV shall provide the customer with a replacement OBU at the service points listed under <https://nedling.nl> within 3 hours if the customer reports a malfunction of the OBU to DKV. For the period of use of the replacement OBU, it is not possible to settle tolls or other usage charges via the DKV card. The customer shall therefore be obliged to settle the applicable charges during this period independently, by credit card or any other means of payment accepted on site.

28.3 Information and cooperation obligations

The customer shall also be obliged to make their own enquiries regarding toll roads, legal obligations and the monitoring and penalty mechanisms that may arise or apply in connection with toll regulations.

The customer shall be responsible for complying with all toll regulations and for any breaches caused by them. It shall indemnify DKV against any claims made by third parties in this regard.



The customer must ensure that drivers are given the necessary instructions.

28.4 Complaints, costs arising from special expenses

A reasonable fee may be charged for processing special audits or refund applications requested by the customer.
The customer shall be entitled to prove that no expense or only an expense of a lesser extent has occurred.

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