

**Conorzio Guideline on the Application for and
Use of Telematic Toll Recording Devices
(DKV BOX)**

Contents

Part A Definitions.....	2
Part B General provisions.....	3
1 SUBJECT	3
1.1 Acceptance.....	3
1.2 Registration, disclosure obligations of the Consorzio member.....	3
1.3 Support with the introduction / implementation of CO2 tolling.....	3
2 DELIVERY OF THE DKV BOXES.....	3
2.1 Delivery	3
2.2 Title.....	3
3 TERMS AND CONDITIONS OF USE	4
3.1 Installation	4
3.2 Use.....	4
4 PAYMENTS.....	4
4.1 Payments and costs.....	4
4.2 Refunding of tolls	4
4.3 Invoicing	4
5 LOSS, THEFT, MALFUNCTIONS, DESTRUCTION, DAMAGE	4
5.1 Theft, loss or other loss of possession	4
5.2 Lack of functionality of the DKV BOX	5
5.3 Replacement of the DKV BOX	5
5.4 Temporary blocking of the DKV BOX	5
5.5 Liability of the Consorzio member	5
6 Conclusion of individual contracts	5
7 COMPLAINTS / Special terms and conditions of the toll companies	5
8 PROCESSING AND PROTECTION OF DATA	5
9 CONTRACTUAL TERM, RETURN	6
9.1 Contractual term	6
9.2 Surrender of DKV BOXES, return	6
9.3 Fee for premature return.....	6
10 MISCELLANEOUS	6
10.1 Applicability to the guideline.....	6
10.2 Amendments to the guideline.....	6
10.3 Application and interpretation with foreign members of Consorzio.....	7

The definitions and general provisions form part of this guideline.

Part A Definitions

"Consorzio member"	means the person or company operating commercially who/which is already registered as a member of Consorzio for his/its commercial purposes, whereby this existing membership is a prerequisite for use of the DKV BOX.
"Consorzio"	means the cooperation between companies with the designation of Consorzio DKV EURO SERVICE
"Contract of use"	means the contract between Consorzio and the Consorzio member which permits the latter to use one or more DKV BOXES and includes the following: - the DKV BOX order form - the present guideline
"DKV BOX"	means the telematic toll recording device "DKV BOX ITALIA" (including the DKV BOX <i>ITALIA FLEET</i>), the owner and supplier of which is DKV (hereinafter referred to as the "DKV BOX" or the "device"). The DKV BOX is used to register the tolls for which the device is licensed where invoicing is possible with the relevant device.
"DKV"	means the company DKV EURO SERVICE GmbH + Co. KG (www.dkv-mobility.com)
"Guideline"	means the present Consorzio Guideline on the Application For and Use of Telematic Toll Recording Devices (DKV BOX).
"Instructions for use"	Terms and conditions of use of the toll companies
"Network"	means all toll lanes of the toll companies which accept the DKV BOX.
"OBU"	On-board unit, a device for the automatic recording and invoicing of toll charges.
"Order form"	means the form with the application for the provision of one or more DKV BOXES.
"Toll companies"	means the operators of motorways, tunnels, bridges, car parks, congestion charges and ferries which accept the DKV BOX and invoice DKV the costs for such acceptance and the toll recorded by the DKV BOX in connection with the use of motorways, tunnels, bridges, car parks, congestion charges (City toll) and ferries.
"Toll"	Charges or fees levied by the toll companies for the use of sections of motorways, tunnels and bridges, as well as car parks and ferries subject to payment and congestion charges (City toll).

Part B General provisions

1 SUBJECT

1.1 Acceptance

The possession and use of the DKV BOX implies in legal terms unconditional acceptance of this guideline. The licence plate-specific DKV BOX is assigned to a single motor vehicle of the Consorzio member indicated in the order form and may only be installed in that vehicle.

1.2 Registration, disclosure obligations of the Consorzio member

The Consorzio member guarantees the completeness and correctness of all data provided by him in the framework of the contract of use. The Consorzio member undertakes to immediately supplement and update the data he has provided to Consorzio, particularly in the event of:

- a change in the registered vehicle(s),
- a change to the licence plate of a vehicle in which a DKV BOX is installed,
- deregistration of a vehicle in which a licence plate-specific DKV BOX is installed¹,
- a change in his legal situation, e.g. a change in legal form, and
- a change in his bank details, personal details or in his electronic address(es).

In general, the Consorzio member undertakes to provide and update all information which might be expedient to fulfilment of the contract of use.

1.3 Support with the introduction / implementation of CO2 tolling

Subject to a separate request by means of an individual order, Consorzio supports its members with a separate (additional) service for the introduction / implementation of the new toll requirements in connection with CO2 tolling, in particular with the self-declaration of vehicles liable to toll charges in relation to CO2-emission and pollutant emission classes depending on the specifically applicable legal requirements.²

To this end, Consorzio collects and processes the data made available by the member for the purpose of providing the above-mentioned (additional) service "Self-declaration" and undertakes the self-declaration for the member with the relevant toll operator.

Responsibility for the correctness and completeness of the required data and information made available by the member lies with the member; all the toll-relevant data and information provided by the member must be correct.

¹ This shall only apply where such deregistration is permitted in the country in which the customer is based or in the country in which the vehicle concerned is registered.

² Toll charges include a proportion reflecting the air pollution caused. This proportion is based on the emission class and the weight class and, in addition, for vehicles above 18 tonnes permissible total

Consorzio has no control over nor accepts any liability for errors in the self-declaration that are due to incorrect or false information supplied by the member, nor for any consequential errors arising from them (e.g. incorrect toll billing).

In the relationship with the toll operator, the member remains responsible for the self-declaration and the associated assignment of vehicles into groups by their pollutant emission class in accordance with the applicable legal requirements. In other words, in the event of incorrect toll billing or incorrect assignment into groups according to pollutant class, the member is obliged to first contact the relevant toll operator to ensure correction. Consorzio is available to help the member with this on request.

In as far as Consorzio processes data and information ("toll-relevant data") for the above-mentioned purposes, which may also include personal data, it does so as the data controller within the meaning of Art. 4 (7) GDPR. The data processing is done for the purpose of providing the above-mentioned services to the member and also includes the data processing tasks required for the purposes of fault analysis, detection of misuse or to ensure IT security. The legal basis for this is Art. 6, 1(b) and Art. 6, 1(f) GDPR.

Further information about data protection, in particular with respect to any existing data subject rights, can be found in Consorzio's general privacy statement made available at [datenschutz-en.pdf \(dkv-mobility.com\)](https://www.dkv-mobility.com/datenschutz-en.pdf).

2 DELIVERY OF THE DKV BOXES

2.1 Delivery

Consorzio shall deliver the DKV BOX to the Consorzio member at the delivery address indicated in the order form for the DKV BOX.

Consorzio shall charge a personalisation fee of 4.95 euros per DKV BOX for storage of the necessary data and activation of the DKV BOX. Consorzio shall charge a shipping fee of 9.95 euros per order for shipment of the DKV BOX.

2.2 Title

The DKV BOX shall remain the exclusive, non-transferable and non-pledgeable property of DKV and is made available to the Consorzio member on the basis of his order form until any of the circumstances listed in section 8 of this guideline should come about. The DKV BOX shall be kept and treated with due care. It may not be surrendered or passed on to third parties.

The Consorzio member has a duty of care and safekeeping for the DKV BOX and is responsible for its use in conformity with the contract of use. He shall

weight, the number of axles. Every vehicle subject to toll is to be assigned to an emission class (emission categories A, B, C, D, E and F) and registered with the toll operator by the toll payer by means of the self-declaration.

be answerable for any breach of these duties by his agents to whom he has made available the vehicle in which the DKV BOX is installed.

3 TERMS AND CONDITIONS OF USE

3.1 Installation

The Consorzio member shall bear the costs for proper installation of the DKV BOX in his vehicle in accordance with the installation instructions. He shall receive multilingual installation instructions from Consorzio on delivery of the DKV BOX and is responsible for its installation.

3.2 Use

It is expressly prohibited for persons other than the Consorzio member to use the DKV BOX.

The DKV BOX shall be kept in service in the holder designed for this purpose throughout the intended acceptance network on an uninterrupted basis.

Only one active OBU may be used per toll system in a vehicle. If more than one active OBU is on board, this may result in duplicate recording and duplicate invoicing. It is expressly set forth that Consorzio is entitled to invoice this in such a circumstance.

In this case, Consorzio shall also be entitled to block the DKV BOX if a further OBU is ordered from Consorzio for the same vehicle, i.e. on first use of the subsequent OBU or within 30 calendar days from the date of its activation.

Where the DKV BOX is used to pay the applicable toll, only the specially marked lanes should be used. The maximum speed limit specified for these lanes by the individual toll company must be observed without fail. No receipts for payments in cash or by credit card are issued as charging of the toll is shown in the Consorzio invoice.

4 PAYMENTS

4.1 Payments and costs

In addition to the tolls and costs/fees in connection with the use of motorways, tunnels, bridges, car parks, congestion charges (City toll) and ferries which are recorded by the DKV BOX and are payable to Consorzio as provided by the Internal Regulations of Consorzio, the Consorzio member shall also pay the charges specified in this guideline.

Consorzio in particular charges an administrative fee for remote management of the DKV BOX and its provision amounting to 0.99 euros per month per DKV BOX. This administrative fee is a flat-rate charge. Calculation of this administrative fee does not depend on actual usage of the DKV BOX or the terms of use. The DKV BOX itself is made available at no charge to the Consorzio member as a gratuitous loan according to Section 1803 of the Italian Civil Code. The administrative fee will no longer be charged on return of the Consorzio member's DKV BOX to Consorzio.

Consorzio shall charge an "increased DKV BOX administrative fee" of 1.95 euros per month with inactivity of the DKV BOX in lieu of the "DKV BOX administrative fee" as compensation, where, on the

date of invoicing, no sales have been generated with this DKV BOX for a period of 3 months. This increased administrative fee will no longer be charged from the first invoicing date on which it is established that the DKV BOX is generating sales again.

Consorzio will add to the monthly (flat-rate or increased) administrative fee and to the incurred motorway charges and fees for the use of car parks, tunnels, ferries and bridges recorded by the DKV BOX listed in the Consorzio invoice a further surcharge, ensuing from the Internal Regulations, as well as a toll system fee of 1.5% of the gross amount invoiced to the customer net of any discounts, plus an operator's fee.

The Internal Regulations can be viewed in the protected area of the DKV website at any time or are available from Customer Support on request.

4.2 Refunding of tolls

The use of a DKV BOX allows Consorzio members to claim refunds of the motorway toll in accordance with the relevant ministerial decisions of Italy's Ministry of Infrastructure and Transport. To do so, the Consorzio member must fulfil the requirements and conditions stipulated in the ministerial decisions. A key condition requires the Consorzio member to check and guarantee that the licence plate-specific DKV BOX is installed solely in the intended vehicle and that it is used in that vehicle only (each DKV BOX is specifically registered for a single vehicle). It is expressly prohibited to use the DKV BOX in a vehicle other than that registered or assigned to the DKV BOX. Where a Consorzio member either registers several OBUs of DKV or from other suppliers in breach of this guideline or uses the DKV BOX in a vehicle other than the registered vehicle, this may lead to the forfeiture of refunding.

Pursuant to Article 2 of its Articles of Association, Consorzio will automatically apply to the competent authorities for refunding of the toll on behalf of the Consorzio member in relation to the entire sales generated in Italy with the DKV BOX based on the data provided at the time of registration.

4.3 Invoicing

All charges for the DKV BOX shall be invoiced in accordance with the Internal Regulations. Consorzio shall invoice the Consorzio member twice a month. The invoicing period for the first half of the month normally runs from the 1st to 15th of the month, and for the second half of the month from the 16th to the last day of the month. However, under Italian law the charges may also be invoiced outside these periods (e.g. should the toll company be late in charging the toll to Consorzio).

5 LOSS, THEFT, MALFUNCTIONS, DESTRUCTION, DAMAGE

5.1 Theft, loss or other loss of possession

Theft, loss or other loss of possession of a DKV BOX must be immediately reported to Consorzio by e-mail using the Consorzio service sheet for the DKV BOX. Such immediate notification shall in particular include the licence plate number of the vehicle from which the DKV BOX has been lost or stolen.

In the event of theft, loss, destruction, damage or other reason for loss of possession, the Consorzio member shall be liable for a device fee per DKV BOX for failure to return. For the device fee applicable on non-return, see section 9.2 of this guideline.

A DKV BOX which has been reported as stolen, lost or mislaid may no longer be used if found but must be immediately returned to Consorzio by the Consorzio member in accordance with section 9.2 of this guideline.

5.2 Lack of functionality of the DKV BOX

The Consorzio member shall be obliged to immediately report any lack of functionality of the DKV BOX to Consorzio.

The Consorzio member can request replacement with a new device by Consorzio. On receipt of the new device, the Consorzio member shall immediately return the old device to Consorzio at his own expense in accordance with section 9.2 of this guideline. The Consorzio member shall use the insulated bag enclosed on delivery of the new DKV BOX to return the old device.

5.3 Replacement of the DKV BOX

Consorzio shall be entitled to replace the DKV BOX supplied with a newer model of the DKV BOX at any time.

Consorzio may furthermore exchange and/or replace the DKV BOX on technical grounds, e.g. with modification of the DKV BOX or its functionality, with wear and tear, a change in vehicle or a change in the features of the vehicle to which the DKV BOX is assigned.

In the cases given above for replacement, the Consorzio member must send the DKV BOX in to Consorzio on its first request in accordance with section 9.2 of this guideline.

5.4 Temporary blocking of the DKV BOX

Consorzio may prohibit use of the DKV BOX immediately and without notice should one of the grounds cited in Article 8 of the Articles of Association come about.

Consorzio may thus temporarily block individual or all DKV BOXES without requesting their return. Notwithstanding the temporary blocking of individual or all DKV BOXES, the Consorzio member shall remain liable for the DKV BOX administrative fee in accordance with section 4.1 of this guideline. The toll companies may confiscate DKV BOXES which have been blocked.

Consorzio shall be entitled to notify its service partners of the blocking of a DKV BOX and/or termination of the business relationship with the Consorzio member electronically, through the transmission of blocking lists or by any other means.

5.5 Liability of the Consorzio member

The Consorzio member shall be liable for misuse of the DKV BOX or for its use in breach of contract and for any toll transaction subsequently recorded, unless the Consorzio member and the authorised user of the vehicle in which the DKV BOX is installed have taken all reasonable precautions against

misuse of the device or its use in breach of contract, for which the burden of proof is incumbent on the Consorzio member.

The unauthorised use of the DKV BOX may result in prosecution under criminal law.

The Consorzio member shall be liable for damage to the DKV BOX resulting from improper use and/or use in breach of contract. It is in particular strictly prohibited to open the device, remove the battery and copy stored data.

6 Conclusion of individual contracts

In the toll territory of Italy the use of toll roads is managed in the framework of a commission agent scheme. DKV is hereby entitled by virtue of relevant agreements with the toll charger, to invoice its customers for toll charges in its own name and for the account of others and to collect the relevant toll charges. DKV is likewise entitled to employ third parties as sub-commission agents for this service (in this case, Consorzio). Consorzio in turn acts vis-à-vis the customer (who is likewise a Consorzio member) in its own name but for the account of DKV. Supplies and services are thus basically provided to the Consorzio member by Consorzio.

7 COMPLAINTS / Special terms and conditions of the toll companies

The toll, any "Special Terms and Conditions of Business" and other terms of use of the toll companies do not form part of this guideline. The Consorzio member shall be obliged to act in accordance with the terms of use made available on the DKV website (www.dkv-mobility.com).

Any disputes in this regard shall be resolved directly between the toll company and the Consorzio member. In the event of technical problems involving the toll equipment of the toll companies, the Consorzio member may not assert claims against Consorzio.

Complaints and claims for refunds relating to transactions recorded by the DKV BOX shall be sent directly to Consorzio by the Consorzio member.

The Consorzio member can send other complaints and claims for refunds either directly to the toll company or via Consorzio.. Consorzio shall immediately forward complaints and claims for refunds sent to Consorzio to the toll companies.

The Consorzio member is obliged to verify invoices issued under the contract of use at once, on receipt. All claims or objections associated with these invoices must be sent to Consorzio under risk of forfeiture, together with all documentary evidence, at the latest two months after the date of invoicing.

8 PROCESSING AND PROTECTION OF DATA

Consorzio shall process the data of the Consorzio member, in particular those ensuing from the contractual relationship, solely in the framework of the statutory provisions governing data protection

(EU General Data Protection Regulation, in particular Article 6). Where permitted under data protection law, this shall also include the processing and/or transmission of data to third parties (e.g. service partners) acting on behalf of Consorzio, in compliance with the statutory provisions and relevant data protection guarantees. For more detailed information on data protection, please see <https://www.dkv-mobility.com/en/toll/toll-services-by-country/italy/consorzio-dkv>.

9 CONTRACTUAL TERM, RETURN

9.1 Contractual term

The contract of use is conditional on registration of the Consorzio member as a member of Consorzio and shall come into force on acceptance of the order form submitted by the Consorzio member for his vehicles. It shall extend until ending of the business relationship with Consorzio in relation to the DKV BOX (except for the provisions of sections 9.2 and 10.2, which continue to apply). Consorzio may terminate the contract of use pursuant to Article 1456 of the Italian Civil Code where the Consorzio member is in default of payment or fails to surrender the DKV BOXES in accordance with section 9.2 of this guideline.

9.2 Surrender of DKV BOXES, return

On ending of the contract of use, with a return request from Consorzio, or due to a change in the Consorzio member's fleet with regard to registered vehicles no longer included in the contract of use, or in other cases described above in the guideline, the Consorzio member must immediately return to Consorzio all devices in his possession in a complete and undamaged/unmodified state,

- packaged in aluminium paper, hermetically sealed
- at his own expense to:

Consorzio DKV Euro Service
c/o DKV EURO SERVICE GmbH + Co. KG
OBU Management
Balcke-Dürr-Allee 3
D-40882 Ratingen, Germany

Where Consorzio does not receive the devices within 14 calendar days of requesting their surrender, on ending of the business relationship or in the case of replacement, Consorzio will charge a device fee on non-return (compensation) amounting to 30.00 euros per DKV BOX. The device fee on non-return will be charged to the Consorzio member in Consorzio's invoice, in addition to the incurred tolls recorded after ending of the business relationship or following a request for surrender, deregistration or replacement, for which the Consorzio member shall be liable.

9.3 Fee for premature return

Where the member returns the DKV BOX to Consorzio before the end of the agreed term within a year, Consorzio shall charge a fee for premature return amounting to 19.95 euros for processing of the DKV BOX.

This does not apply where return of the DKV BOX is due to a circumstance for which the member is not responsible.

10 MISCELLANEOUS

10.1 Applicability to the guideline

This guideline shall only apply where the customer avails himself of toll services in Italy and the customer is a member of Consorzio. This guideline shall prevail over the DKV General Terms and Conditions of Business provided that the Consorzio member has already consented to same in his capacity as a DKV customer, where they diverge from or supplement same. The DKV General Terms and Conditions of Business shall remain unaffected.

10.2 Amendments to the guideline

This guideline shall apply for the first time to the DKV BOXES listed in the order form for the DKV BOX and thereafter also to any DKV BOXES that are subsequently ordered or replaced.

Consorzio reserves the right to amend this guideline at any time.

Consorzio shall inform the Consorzio member in writing of any changes to this Consorzio Guideline on the Application For and Use of Telematic Toll Recording Devices (DKV BOX) without being under any obligation to send out the amended provisions of this guideline individually or the latest version of the guideline. It shall be sufficient here to provide the link for retrieval of the amended document and to issue notification of the change effected. Written notification may also be given in an invoice. Where the Consorzio member does not make written objection within one month after the date of notification of the change, consent shall be deemed to have been given to the change; Consorzio shall make reference to this in the notification of amendment.

The Consorzio member has the option of rejecting the new guideline by terminating the contract of use, immediately ceasing to use the DKV BOXES in his possession and returning them to Consorzio in accordance with the requirements for return according to section 9.2 of this guideline.

10.3 Application and interpretation with foreign members of Consorzio

This guideline, which is written in Italian, shall also apply to business relationships with foreign members of Consorzio. The Italian version and all other language versions can be viewed on the DKV website or requested from Customer Support at any time.

Translations of the present document made available to foreign members of Consorzio are provided in their respective national language or in English with the aim of facilitating understanding. In the event of disputes relating to interpretation, the Italian text shall always prevail.

This guideline is subject to Italian law with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna 1980) and without giving effect to the Italian provisions governing the conflict of laws.

As laid down in the Articles of Association of Consorzio, all disputes relating to debt collection against Consorzio members shall be subject to the exclusive jurisdiction of the Court of Milan (Italy).

Version: 11/2023.