



## DKV guidelines on Applying for and Using Telematic Toll Recording Devices ("DKV BOX")

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The definitions, general provisions, and special provisions form an integral part of these Guidelines.



## Part A Definitions

“GTC”	refers to DKV’s General Terms and Conditions.
“Subscription Contract”	refers to the contract between DKV and the customer which allows the latter to use one or more DKV BOXes, and comprises: <ul style="list-style-type: none"><li>- the DKV BOX order form;</li><li>- these Guidelines; and</li><li>- the GTC.</li></ul>
“Acceptance Network”	refers to the route and/or motorway network for which the respective DKV BOX is approved and compatible, including car parks, tunnels, bridges and ferries subject to charges, to the extent that billing is possible via the respective Device.
“Box Issuer”	the box issuer of the DKV BOX is DKV EURO Service GmbH + Co KG.
“Data”	refers to all data collected and/or transmitted by or intended for the customer within the scope of the Subscription Contract exclusively for toll collection purposes.
“DKV”	refers to the company DKV Euro Service GmbH + Co. KG.
“DKV BOX”	refers to the telematics toll collection device (On Board Unit, “ <b>OBU</b> ”) provided by the box issuer (hereinafter also referred to as the “ <b>Device</b> ”). The DKV BOX is used to record the tolls/toll charges incurred for the use of the acceptance network applicable for the respective device, as well as for the use of car parks, tunnels, bridges and ferries subject to charges, insofar as billing is possible via the respective Device. The following variants are available: <ul style="list-style-type: none"><li>a) <b>DKV BOX SELECT</b> for the use of motorways in France (“TIS PL”), Spain (“VIA-T”), Portugal (“VIA VERDE” and “SCUT”) as well as for the monitored car parks in France (“TIS PL”) and Spain (“VIA-T”) and the tunnels Liefkenshoek (Belgium), Warnowquerung and Herren (Germany).</li><li>b) <b>DKV BOX TIS PL</b> for the use of the French motorways (TIS PL) as well as for the monitored parking areas in France (TIS PL) and the tunnels Liefkenshoek (Belgium) and Warnowquerung and Herren (Germany).</li><li>c) <b>DKV BOX REETS</b> for the Austrian motorways and dual carriageways (“GO Maut”) as well as for the Öresund bridge (between Denmark and Sweden) and Storebælt bridge (Denmark).</li><li>d) <b>DKV BOX ITALIA</b> for the use of motorway sections subject to tolls or charges and, where accepted, for the use of car parks, tunnels, bridges and ferries subject to charges levied by the toll companies.</li><li>e) <b>DKV BOX ITALIA FLEET</b> for the use of motorway sections subject to tolls or charges and, where accepted, for the use of car parks, tunnels, bridges and ferries subject to charges levied by the toll companies, for vehicles up to 3.5 t.</li><li>f) <b>DKV BOX IBERICA FLEET</b> for the use of the motorways in Spain (VIA-T) and Portugal (VIA VERDE and SCUT), as well as for the monitored car parks in Spain (VIA-T) and for the tunnels in Germany (Warnowquerung and Herrentunnel) and in Belgium (Liefkenshoektunnel) for vehicles up to 3.5 t.</li></ul>

Unless otherwise stated in the terms below, these Guidelines apply to all aforementioned DKV BOX variants. The customer is responsible for selecting the correct DKV BOX.

„**DKV BOX ITALIA FLEET Comfort**“ refers to a sub-variant of the DKV BOX ITALIA FLEET, whereby the registration number, and thus the motor vehicle in which the DKV BOX ITALIA FLEET Comfort is installed and used, can be later changed any time.

“**Free-Flow Section**” refers a section of road 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 collection. Systems, e.g. camera bridges with sensors (hereinafter also referred to as: “**Camera Bridge**”) are located on the section of road. When a customer drives under the system, the DKV BOX records the instance of use subject to toll fees (hereinafter also: “**toll collection by the DKV BOX**”).

“**Customer**” refers to the person acting with commercial interests or the company that has already concluded a contract with DKV for their commercial purposes that allows them to use the DKV CARD.

“**Customer Application**” refers to the contract which the customer has concluded with DKV for the usage of the DKV CARD.



<b>“Toll”</b>	refers to fees or charges levied by the toll companies for the use of the sections of motorway subject to tolls or charges and for the use of car parks, tunnels, bridges and ferries subject to charges.
<b>“Toll Companies”</b>	refers to the operators of motorways, tunnels, bridges, car parks and ferries that accept the electronic toll system.
<b>“Post-Collection”</b>	refers to subsequent toll collection as a result of a comparison with the <b>post-collection list</b> of for the usage of routes subject to tolls in cases of incorrect and/or failure to perform toll collection by the DKV BOX, including but not limited to free-flow sections.
<b>“Post-Collection List”</b>	refers to a file containing certain data (i) about customers and (ii) about their vehicles equipped with a DKV BOX, which DKV transmits to the Toll Companies for the purpose of a post-collection. This makes it possible to record usage instances subject to tolls retroactively with the DKV BOX, i.e. without legitimisation of the Customer by means of the DKV BOX or another legitimisation object (“ <b>LEO</b> ”) when driving on a toll road section.
<b>“Post-Collection Procedure”</b>	Procedure described in more detail in Section 8.2 via which instances of use subject to toll charges are registered retroactively, i.e. without the customer's legitimisation by means of a DKV BOX or another LEO.
<b>“Network”</b>	refers to all toll lanes of the toll companies that accept the respective OBU.
<b>“Personal Data”</b>	refers to personal data as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the <i>General Data Protection Regulation</i> or <b>GDPR</b> ).
<b>“Guidelines”</b>	refers to these DKV Guidelines for the application and usage of telematics toll collection devices (“DKV BOX”).
<b>“List of service fees”</b>	In addition to the deliveries and/or products/services utilised by the customer domestically and overseas, DKV also charges reasonable service fees in the form of percentage surcharges or fixed sums and/or special fees which are given by the respective list of service fees for the respective customer country or separately agreed upon with the client and prevailing at the respective point in time of utilisation of the delivery or product/service. DKV is entitled to amend the list of service fees in accordance with the provisions of DKV's GTC.
<b>“Valorisation”</b>	Determination of the final payment amount by valuation of the individual instances of passage indicated by the toll companies.



## Part B General provisions

### 1 OBJECT

#### 1.1 *Agreement to the validity of these Guidelines*

Possession and usage of the DKV BOX legally implies unconditional acceptance of these Guidelines. The number plate-specific DKV BOX is bound to a single motor vehicle belonging to the customer as specified in the Customer Application and is only to be installed and used in this particular motor vehicle.

#### 1.2 *Registration; customer's notification obligations*

The customer guarantees the completeness and correctness of all data he has provided in the Subscription Contract. The customer shall undertake to supplement and update without delay the data he has provided DKV with, particularly in the event of the following:

- a change in his legal situation, such as a change in his legal form;
- a change in the registered motor vehicle(s);
- a change in the registration number of a motor vehicle in which a DKV BOX is installed;
- a deregistration of the motor vehicle in which a number plate-specific DKV BOX is installed<sup>1</sup>; and
- a change in his bank details, his own identification data or a change in his electronic address(es).

In general, the customer shall undertake to provide and update all information that may be necessary or useful for the performance of the Subscription Contract.

#### 1.3 *Support in setting up / implementing CO<sub>2</sub>-Tolling*

Subject to a separate order by individual order, DKV supports its customers in the sense of a separate (additional) service in the set-up / implementation of the new toll requirements in the area of CO<sub>2</sub>-Tolling, in particular in the self-declaration of vehicles subject to toll with regard to CO<sub>2</sub> emission and pollutant classes depending on the respective applicable legal provisions (in Germany, e.g., according to the Federal Highway Toll Act - BFStrMG).

For this purpose, DKV collects and processes the data provided by the Customer for the purpose of providing the aforementioned (additional) service "self-declaration" and performs the self-declaration for the Customer vis-à-vis the respective toll operator.

**The responsibility for the correctness and completeness of the data and information required for the execution of the self-declaration and to be provided by the Customer shall be borne by the Customer; all toll-relevant data shall be provided correctly by the Customer.**

Insofar as DKV processes data and information ("toll-related data") for the aforementioned purposes, which may also include personal data, this shall be done as the responsible party within the meaning of Art. 4 No. 7 DS-GVO. The data processing serves the purpose of providing the aforementioned services to the customer and also includes necessary data processing for the purpose of fault analysis, abuse investigation or ensuring IT security. The legal basis for this is Art. 6 para. 1 p. 1 lit. b and f DS-GVO.

Further information on data protection, in particular with regard to any rights of data subjects, can be found in DKV's general data protection information, which is available at [www.dkv-euroservice.com/datenschutz](http://www.dkv-euroservice.com/datenschutz).

### 2 DELIVERY OF THE DKV BOXES

#### 2.1 *Delivery*

DKV shall deliver the DKV BOX to the customer at the delivery address indicated on the DKV BOX order form.

DKV charges a personalisation and delivery fee for importing the necessary data, for activating the DKV BOX, as well as for shipping the DKV BOX.

#### 2.2 *Ownership*

The DKV BOX shall remain the exclusive, non-transferable and unseizable property of DKV and shall be made available to the customer based on the Customer Application until the occurrence of an event or situation listed in Section 9. The DKV BOX is to be stored and handled with care. It may not be handed over or transferred to any third party.

The customer has custody of the DKV BOX and its use takes place under his sole and exclusive responsibility.

### 3 TERMS OF USE

#### 3.1 *Installation*

The costs for proper installation including the mounting of the DKV BOX in motor vehicles in accordance with the installation instructions shall be borne by the customer. DKV will enclose multilingual installation instructions for the customer with the DKV BOX, and the customer himself shall be responsible for the installation.

#### 3.2 *Usage*

It is expressly prohibited for persons other than the customer or authorised users (employees of the customer) to use the DKV BOX.

The DKV BOX must be kept in operation continuously within the entire acceptance network it was intended for, in the holding device provided for it.

Only one active DKV BOX per toll system may be used in the vehicle. If several active DKV BOXes are present, double collection and consequently double billing may occur. It is expressly pointed out that DKV is entitled to perform invoicing.

When using the DKV BOX to pay the toll incurred, only the specially marked lanes are to be used. The maximum speed specified for these lanes by the respective toll company must be observed at

<sup>1</sup> This only applies if such deregistration is permitted in the country of the customer's place of business or in the country of registration of the motor vehicle concerned.



all times. Unlike for cash or card payments, no receipts will be provided.

## 4 REMUNERATION, INVOICING

### 4.1 Remuneration, Surcharges

DKV charges a control fee per month for each DKV BOX in accordance with the list of service fees. This control fee, which DKV charges for the provision and remote administration of the DKV BOX, is a lump sum. The DKV BOX itself is provided to the customer free of charge. The (i) toll charges/toll fees recorded and accrued by the DKV BOX as well as (ii) the charges for the use of car parks, tunnels, ferries and bridges will be invoiced by DKV with an additional surcharge as well as a toll system charge for the net amount invoiced to the customer after discounts plus operator charges via the DKV invoice. The control fee, the additional surcharge, and the toll system charge shall be calculated in accordance with the applicable list of service fees provided to the customer. The customer may proactively request the list of service fees from DKV at any time. When the DKV BOX is returned, the control fee will no longer be charged.

DKV charges an "increased DKV BOX control fee" in case of inactivity of the DKV BOX instead of the "DKV BOX control fee" as compensation if no turnover has been generated with a particular DKV BOX for 90 days on the day of invoicing. This "increased DKV BOX control fee" will cease to apply from the first billing date on which it is established that the DKV BOX is once again generating turnover.

### 4.2 Discounts/Reductions

DKV shall pass on any discounts or reductions to the customer in accordance with the country-specific applicable provisions. For more details, please refer to Part C Special Provisions.

### 4.3 Invoicing

DKV bills the customer twice a month. The billing period for the first half of the month is the period from the 1st through to the 15th of a month, and for the second half of the month from the 16th through to the last day of a month.

The discounts or reductions granted to the customer by the toll companies on the toll rates will be indicated separately on the DKV invoice. If changes are made by the toll companies with regard to the granting of discounts or the amount of discounts, DKV shall take these changes into account in the next possible DKV invoice without obtaining the customer's prior verbal or written consent.

The DKV invoice will show the total of the tolls less any discounts granted to the customer by the toll companies and plus any fees and charges incurred, as well as the advance payment referred to in Section 11.1. In addition to the customer's invoice, an itemised statement of toll transactions ("**Passage List**") will be provided to the customer. In general, the customer will receive the DKV invoice and the Passage List in the form or file format that was indicated in the Customer Application and/or order form.

## 5 LOSS, THEFT, MALFUNCTION, DESTRUCTION, DAMAGE

### 5.1 Theft, loss or other disappearance

DKV must be notified immediately of theft, loss or other disappearance of a DKV BOX by fax or e-mail by using the form "Service Sheet for the DKV BOX". In particular, the notification must include the registration number of the motor vehicle from which the DKV BOX was lost or stolen.

In the event of theft, loss, destruction, damage or any other reason for disappearance of the Device, the customer shall owe DKV an equipment fee per DKV BOX. The equipment fee can be found in the applicable list of service fees.

A DKV BOX reported as stolen, lost or misplaced is not to be used if it is found. Instead, the customer is to return it to DKV without delay in accordance with Section 9.2.

### 5.2 Failure of the DKV BOX to function properly

If the DKV BOX is not functioning properly, the customer shall undertake to inform DKV of this immediately.

The customer may request a new Device from DKV for replacement. Immediately upon receipt of the new Device, the customer is to return the old Device to DKV at his own expense in accordance with Section 9.2. For the return of the old Device, the customer shall use the insulating bag enclosed with the delivery of the new DKV BOX.

If the DKV BOX fails to function properly in a toll station, the DKV BOX is to be handed over to the employee on duty of the respective toll company. In this case, the data printed on the device label is used to manually record the transaction. This procedure does not apply to the DKV BOX *REETS* in Austria, nor to the DKV BOX *ITALIA* in Italy.

### 5.3 Replacement of the DKV BOX

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

In particular, DKV is entitled to instruct the customer to remove and/or replace the DKV BOX for technical reasons, such as in the event of modification of the DKV BOX, its functioning, wear and tear, change of vehicle or change in characteristics of the vehicle to which the DKV BOX is assigned.

In the event of the aforementioned reasons for replacement, the customer must return the DKV BOX to DKV upon DKV's first request in accordance with the provisions of Section 9.2.

### 5.4 Temporary blocking of boxes

In the event of one of the circumstances listed in DKV's GTC under "Prohibition of usage and blocking", DKV may temporarily block individual or all DKV BOXes without simultaneously demanding their return. Despite the temporary blocking of individual or all DKV BOXes, DKV shall continue to charge the customer the control fee in accordance with Section 4.1. The toll companies may confiscate blocked DKV BOXes.

### 5.5 Liability of the customer

In the event of use or misuse of the DKV BOX in breach of the contract, the Customer shall be lia-



ble for toll charges/toll fees recorded and incurred as a result, including fees for the use of car parks, tunnels and bridges and ferries, unless the Customer and the authorised user of the motor vehicle in which the DKV BOX was installed have taken all reasonable precautions against the use or misuse of the device in breach of the contract; the customer bears the burden of proof in this regard.

Unauthorised usage of the DKV BOX may be prosecuted.

The customer shall be liable for damage to the DKV BOX resulting from improper usage and/or use in breach of the contract. In particular, opening the Device, removing the battery and the copying of stored data are strictly prohibited.

## 6 INDIVIDUAL CONTRACTS FOR TOLL SERVICES

### 6.1 General provisions

Individual contracts for the procurement of DKV deliveries and products/services, in particular toll services and other toll-related transactions, are generally concluded in the manner described in the GTC.

### 6.2 Conclusion of contract for Free-Flow Sections

With each usage of a Free-Flow Section (e.g. by driving under a Camera Bridge), an individual contract is concluded between DKV and the customer for 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 Section 8 (c) of the GTC, insofar as 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 usage of the Free-Flow Section in accordance with Section 4. This shall also apply if no DKV logo is affixed to or in front of a system located on the Free-Flow Section, e.g. a Camera Bridge, or if the customer is not made aware of DKV in any other way before driving under the system on a Free-Flow Section. Furthermore, this shall also apply in the event of a Post-Collection procedure in accordance with Section 6.3, i.e. in the event of incorrect and/or failure the DKV BOX to perform a toll collection.

In cases where the right of road use for Free-Flow Sections is or can only be granted to the customer by the responsible toll company ("**third-party delivery**"), the customer warrants that he shall conclude or has concluded a corresponding contract with the toll companies regarding the right of road use. The customer warrants that he has concluded a corresponding contract with the toll company. DKV shall acquire the toll company's claims against the customer from the toll company against payment and shall invoice these to the customer in accordance with Section 4.

### 6.3 Post-Collection for the usage of routes subject to tolls (Post-Collection List)

In the event of incorrect and/or failure of the DKV BOX to perform toll collection, Post-Collection of instances of route usage subject to tolls may take place, even if the legitimisation of the customer has not taken place in this respect by means of the DKV BOX or another LEO.

**The customer hereby expressly instructs DKV to perform Post-Collection for the usage of routes subject to tolls by his motor vehicles via the Post-Collection Procedure (as defined below).**

For this purpose, the customer authorises DKV to transmit to the toll company a file containing the customer data required for the Post-Collection ("**Post-Collection List**"). The Post-Collection List contains all data required for price calculation, including the determination of discounts related to the calculation of toll charges/toll fees. In particular, it may include:

- Code for the country of registration (ISO 3166-1 digital standard);
- Vehicle registration number;
- Number of the DKV BOX;
- Expiry date of the DKV BOX;
- Permissible total weight of the vehicle;
- Pollutant class of the vehicle;
- CO2 emissions of the vehicle; and
- Engine specifications of the vehicle.

For non-personal data, the aforementioned list of transmitted data can be extended with additional data.

A Post-Collection using a Post-Collection List is performed as follows ("**Post-Collection Procedure**"):

- The toll company uploads the data of the Post-Collection List to the IT systems required for the operation of the routes subject to tolls (hereinafter also: "**toll routes**"), including Free-Flow Sections;
- When a customer passes through the system, e.g. the Camera Bridge, of a toll route (including Free-Flow Sections), images and videos of the vehicle number plate are captured;
- The number plate is automatically read by means of OCR recognition;
- For motor vehicles for which no DKV BOX could be detected as the LEO when passing through a toll route (including driving under a system, e.g. a Camera Bridge in the case of Free-Flow Sections), the toll company compares the vehicle registration number captured against the data on the Post-Collection List.
  - o If the comparison is successful, a Post-Collection is generated for the DKV BOX of the customer concerned in accordance with the procedure specified in the contract between the toll company and DKV.
  - o If the comparison is unsuccessful, the toll company can query the customer's data stored in the central vehicle register and send the customer an invoice for the toll fee by post.
- The customer will be informed by email about Post-Collection of the French toll.

A Post-Collection via a Post-Collection List will not take place if the customer has not provided DKV with a registration number or has provided DKV with an incorrect registration number.



## 7 CLAIMS/Special terms of the toll companies

### 7.1 General provisions

The toll tariffs for the use of motorways, car parks, tunnels, bridges and ferries, the Special Terms and Conditions and any other terms and conditions of use of the toll companies are not part of these Guidelines. Any such disputes are to be settled directly between the toll company and the customer. Should technical problems occur in the toll technology of the toll companies, the customer cannot assert any claims against DKV.

Complaints and refund claims concerning transactions recorded by DKV BOX *ITALIA* in Italy and DKV BOX *TIS PL* and DKV BOX *SELECT* in France are to be addressed directly to DKV by the customer.

In other cases, complaints and claims for reimbursement may be addressed by the customer either directly to the toll company or through DKV. DKV will forward complaints and refund claims submitted to DKV to the toll companies without delay.

### 7.2 Deadline for complaints

The customer is to check the invoices issued under the Subscription Contract as soon as he receives them. Any claims or objections relating to these invoices must be submitted to DKV in accordance with the General Terms and Conditions, together with all supporting documents, no later than 2 months after the usual invoice date, i.e. on the 15th and last day of the month concerned.

## 8 PROCESSING OF DATA, DATA PROTECTION

### 8.1 General provisions

DKV processes the customer's data, in particular data from the contractual relationship, exclusively within the framework of data protection provisions (e.g. the Federal Data Protection Act (BDSG) and/or the GDPR, in particular Art. 6 of the GDPR).

Subject to the permissibility under data protection law, this also includes the processing and/or transmission of data to third parties (e.g. service partners, toll companies, etc.) who act within the framework of the applicable provisions and what is permissible under data protection law.

### 8.2 Post-Collection of tolls

The provision of the customer's data for the Post-Collection of toll fees by means of the Post-Collection Procedure shall take place within the framework of the respective provision of services by DKV to the customer (see Section 6.3). The legal basis for this is Art. 6 (1) (b) GDPR.

### 8.3 Non-payment of tolls

In the event of non-payment of tolls, we point out that DKV – irrespective of the provision in Section 6.3 – may be obliged to provide data to toll companies for the purpose of Post-Collection<sup>2</sup> on the basis of statutory and/or official regulations of the

respective member states. The legal basis for such provision is Art. 6 (1) (c) GDPR.

### 8.4 Further information on data protection

For more detailed information on data protection, please visit <https://www.dkv-euroservice.com/de/footer-navigation/datenschutz/>.

## 9 DURATION, RETURNS

### 9.1 Duration

The Subscription Contract shall enter into force upon the acceptance of the registration of the customer and his motor vehicles and shall apply until the termination of the business relationship with DKV. In all other respects, the GTC shall apply.

### 9.2 Surrender of DKV BOXes, Returns

After termination of the business relationship with DKV or in the event of a request for surrender by DKV or due to a change in the customer's fleet of registered motor vehicles which are no longer included in the Subscription Contract or in other cases of return as specified above in the Guidelines, the Client must return all the Devices in his possession, complete and undamaged/unmodified, to DKV without delay

- by registered mail with advice of receipt;
- hermetically packed in aluminium paper; and
- at his own expense

to the following address:

**DKV EURO SERVICE GmbH + Co. KG**  
**OBU Management**  
**Balcke-Dürr-Allee 3**  
**D-40882 Ratingen**

### 9.3 Equipment fee

If DKV does not receive the Devices or does not at least receive them undamaged/unmodified within 14 calendar days of the request for surrender or after termination of the business relationship, deregistration, or in the event of an exchange, DKV shall charge an equipment fee per DKV BOX depending on the Device, which is specified in the corresponding prevailing list of service fees. The equipment fee will be billed to the customer in the DKV invoice, as will the toll incurred and registered after the termination of the business relationship or after the request for surrender, deregistration or exchange, for which the customer is liable. Environmental fee for early return of DKV BOX

If the customer returns the DKV BOX to DKV before the end of the agreed term, DKV will charge a fee based on the return period in accordance with the list of service fees for the processing of the DKV BOX.

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

<sup>2</sup> cf. Art. 24, 25 Directive (EU) 2019/520.



## 10 MISCELLANEOUS

### 10.1 *Modifications to the Guidelines*

These Guidelines shall initially apply to the DKV BOXes listed in the order form for the DKV BOX and thereafter also to DKV BOXes subsequently ordered or exchanged.

DKV reserves the right to amend the Guidelines at any time.

DKV shall inform the customer in writing of any amendments to the Guidelines without having to send or otherwise communicate the specific details of the amended Guidelines or the new version of the Guidelines. It is deemed sufficient to inform the customer of the fact of the amendment as such. This written notification can also be printed on the invoices. If the customer does not object to this in writing within one month of notification of the amendment, he shall be deemed to have accepted the amendment; DKV shall point this out in the notifications of amendments.

The customer has the option of rejecting the new Guidelines by terminating the Subscription Contract, immediately ceasing to use the DKV BOXes in his possession, and returning them to DKV in accordance with the requirements for return shipment as set out in Section 9.2.

### 10.2 *DKV's General Terms and Conditions and applicability of German Law*

In all other respects, DKV's GTC shall apply in addition. Where applicable, German law shall apply in deviation from the GTC.

### 10.3 *Applicability and interpretation for foreign customers*

These Guidelines worded in German shall also apply to business relationships with foreign customers. The respective translations of them made available to foreign customers in the customer's national language or in English are intended to enable better understanding. In the case of a dispute regarding interpretation, the German text shall always take precedence.





## Part C Special provisions

### 11 FRANKREICH TIS PL

#### 11.1 *Billing*

Invoicing of the tolls registered and accrued by DKV BOX *TIS PL* and DKV BOX *SELECT* in France shall be carried out strictly on a monthly basis. For this purpose, DKV shall invoice the toll and parking transactions from France received by the 15th or last day of a month, but which have not yet been valorised and invoiced by the toll companies, initially as advance payments in each case, taking into account the aforementioned periods. The monthly invoicing shall take place on the 15th of the following month following the valorisation and discounting of the toll, parking, tunnel and bridge transactions performed in France in the previous month, with deduction of the advance payments billed in the previous month.

The change in the billing number associated with a device exchange results in a re-calculation of discounts by the toll companies.

#### 11.2 *Discounts*

The usage of the number plate-specific DKV BOX *TIS PL* and DKV BOX *SELECT* allows the Customer to benefit from the discount programmes of the French toll companies within the framework of their special terms and conditions.

The customer must ensure and guarantee that the number plate-specific DKV BOX *TIS PL* and DKV BOX *SELECT* are installed exclusively in the vehicle it is intended for, as each of these DKV BOXes is specific to a single vehicle. It is expressly forbidden for the DKV BOX to be used in a vehicle other than the one registered and assigned to it.

The number plate-independent DKV BOX *TIS PL*, for which the customer does not specify a single motor vehicle in the Customer Application, can be installed in different motor vehicles belonging to the customer. The usage of the number plate-independent DKV BOX *TIS PL* does not enable the customer to take advantage of the discount programmes of the French toll companies.

The customer selects one of the discount offers of the French toll company/companies listed in the DKV BOX order form by ticking the respective option. The discount offers of the toll companies which have already been ticked are mandatory and must be accepted by the customer.

DKV will inform the French toll companies of the choice made by the customer – outside the mandatory discount offers – for whose acceptance DKV assumes no liability.

The customer may change his choice of discount offers from French toll companies at any time by sending DKV a notification of change. DKV will implement the change for the next possible invoice.

### 12 SPAIN VIA-T

The discounts on toll tariffs offered by Spanish toll companies are generally granted and cannot be selected individually. The DKV BOX *SELECT* and

DKV BOX *IBERICA FLEET*, personalised for the VIA-T system, also allow the use of toll motorways in Portugal. The DKV BOX *SELECT* and DKV BOX *IBERICA FLEET* user must ensure that only one DKV BOX valid for Portuguese motorways is present in the vehicle. DKV accepts no responsibility for any double collection of toll amounts resulting from the carriage of two or more DKV BOXes valid for one toll system.

### 13 DENMARK ÖRESUND BRIDGE/DENMARK – SWEDEN STOREBAELT BRIDGE

Two types of discounts are granted by the toll companies:

- Automatic discounts: these are granted automatically and apply to every customer; and
- End-user discounts: these are regulated individually between the toll companies and the customers in a separate contract.

In Denmark/Sweden, the customer must carry the vehicle declaration document. The barcode printed on it can be used to pay the toll in a post-collection procedure in the event of a defect in a DKV BOX.

If the customer decides to make avail himself of the end-user discounts, he authorises DKV to accept the end-user discounts.

### 14 AUSTRIA GO MAUT

The customer must verify that the number of axles used to determine the applicable vehicle category is set correctly in the DKV BOX *REETS*.

The customer must enter the correct number of axles into DKV BOX *REETS* to determine the applicable vehicle category.

In Austria, the client must carry the vehicle declaration document. The DKV BOX ID barcode printed on it can be used to pay the toll in a post-collection procedure in the event of a defect in the DKV BOX.

### 15 ITALY

The usage of the DKV BOX *ITALIA* and DKV BOX *ITALIA FLEET* enables the claiming of reimbursement of motorway tolls within the framework of the ministerial decisions of the Italian Ministry of Infrastructure and Transport in force at the time. The prerequisite for a refund is that the requirements and conditions specified in the ministerial decisions are met. In particular, it is a condition that the customer ascertains and guarantees that the DKV BOX *ITALIA* and DKV BOX *ITALIA FLEET*, which are number plate-specific, are installed exclusively in the vehicle intended for this purpose and are only used in that vehicle (each of these DKV BOXes is specifically authenticated for a single vehicle). It is expressly forbidden to use the DKV BOX in a vehicle other than the one registered or assigned to the DKV BOX.

If the customer is a member of Consorzio DKV, DKV shall provide Consorzio with the registration data of the DKV BOX required to apply for toll reimbursement. The prerequisite for such data transmission is the submission of a corresponding toll reimbursement application by the customer to



Consorzio; this reimbursement application simultaneously includes the customer's instructions for DKV to transmit the DKV BOX data required for the application to Consorzio; to this extent, the data transmission takes place for the purpose of fulfilling a customer order; the legal basis for the data transmission is Art. 6 (1) (b) GDPR.

the fact that the respective Italian toll company may levy penalties in the event of non-payment. These must be paid to the toll company by the customer.

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At the request of the competent authorities, DKV is also obliged to transmit the data required for the verification of toll reimbursement applications to the competent authorities. The legal basis for such data transmission is Art. 6 (1) (c) GDPR (fulfilment of legal obligations). For more information on data protection at DKV, please visit <https://www.dkv-euroservice.com/de/footer-navigation/datenschutz/>.

With the DKV BOX ITALIA FLEET Comfort, the registration number, and thus the motor vehicle in which the DKV BOX ITALIA FLEET Comfort is installed and used, can be later changed any time. The customer can either make the change himself online in the customer portal or have the sales partner make the change. Once the customer has received confirmation of the change, after 24 hours the DKV BOX ITALIA FLEET Comfort can only be used in the vehicle with the new registration number. Up to this point, the DKV BOX ITALIA FLEET Comfort is still valid for the previous registration number. Section 3 applies to its installation and use.

#### **Post-collection of transactions (RMPP)**

In cases where the DKV BOX ITALIA, DKV BOX ITALIA FLEET or DKV BOX ITALIA FLEET Comfort does not record or incorrectly records tolls, post-collection of cases of route usage subject to tolls can occur, even if the legitimisation of the customer has not been provided in this respect by means of the DKV BOX ITALIA, DKV BOX ITALIA FLEET or DKV BOX ITALIA FLEET Comfort.

The customer hereby expressly instructs DKV to perform post-collection for the usage of routes subject to tolls by his motor vehicles via the post-collection procedure.

In such cases, the customer will receive a receipt from the respective Italian toll company in connection with the lack of a toll payment (Rapporto di Mancato Pagamento Pedaggio, hereinafter referred to as RMPP). The customer must pay the amount stated in this receipt within the time limits specified on the RMPP (up to 15 calendar days). The customer can submit these receipts to DKV as a scan within 2 calendar days of receipt of the RMPP, stating the number of his DKV BOX ITALIA, DKV BOX ITALIA FLEET or DKV BOX ITALIA FLEET Comfort which was used and active at the time of the transaction, in order to initiate a post-collection of these toll transactions via DKV. For this purpose, the customer authorises DKV to forward the data required for such post-collection to the respective toll company. Such data required for post-collection may in particular be the following:

- number of the RMPP
- number (PAN) of the active DKV BOX ITALIA, DKV BOX ITALIA FLEET or DKV BOX ITALIA FLEET Comfort.

Following verification by DKV and the respective toll company, the customer will be charged the amount arising from the post-collection in the customer invoice, at the latest after three months. DKV expressly draws the customer's attention to