

**Special Terms and Conditions for Electronic Business Transactions (“STCEBT”)
Consorzio DKV EURO SERVICE
(as of November 2023)**

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1. DEFINITIONS

1.1 “Consorzio” is the consortium among enterprises named Consorzio DKV EURO SERVICE, with registered office in Viale Stazione n. 7, 39100 Bolzano (BZ), CCIA BZ 03445110962 and local office in Via Messina 38, Procaccini Center – Torre C, 20154 Milano, phone number +39 02 74201511, telefax number +39 02 74201535, CCIAA MI 03445110962; e-mail info@dkv-mobility.com.

1.2 “Seller” is Consorzio.

1.3 “Customer” is a Consorzio’s member according to the Consorzio by-laws and internal regulation, i.e. a company or an individual acting for business purposes, which or who is already registered as a member of Consorzio and has created an user account on <https://www.dkv-consorzio.com>.

1.4 “Consorzio’s Guidelines” refers to Consorzio’s general terms and conditions of the respective products and services that can be accessed at [Download of the Guidelines published on DKV - DKV MOBILITY](#) (www.dkv-mobility.com).

1.5 “Order Form” is the Customer’s request to purchase a good or a service offered by the Consorzio.

1.6 “STCEBT” are these Special Terms and Conditions for Electronic Business Transactions for the electronic ordering of the products and services offered by the Consorzio.

2. INFORMATION ON THE VENDOR

Consorzio DKV EURO SERVICE, with registered office in Viale Stazione n. 7, 39100 Bolzano (BZ), CCIA BZ 03445110962 and local unit in Via Messina 38, Procaccini Center – Torre C, 20154 Milano, phone number +39 02 74201511, telefax n. +39 02 74201535, CCIAA MI 03445110962.

E-mail info@dkv-mobility.com

3. BUSINESS POLICY AND SCOPE OF APPLICATION OF THESE SPECIAL TERMS AND CONDITIONS FOR ELECTRONIC BUSINESS TRANSACTIONS (STCEBT)

3.1 Consorzio offers products and services for sale on the internet portal <https://www.dkv-consorzio.com> of DKV EURO SERVICE GmbH + Co. KG, with registered office in Balcke-Dürr-Allee 3, 40882 Ratingen.

3.2 All offers of products and services are directed exclusively to the Consorzio’s members identified as Customer as defined in art. 1.1; Consorzio reserves the right not to process orders received from users who are not Customers and any other order which does not comply with the Consorzio’s business policy.

3.3 The following Special Terms and Conditions for Electronic Business Transactions (hereinafter also referred to as “STCEBT”) govern the offer, transmission and acceptance of purchase orders relating to products and services on www.dkv-consorzio.com, between the Consorzio and the Customer.

3.4 These STCEBT shall apply, in addition to the respective relevant Consorzio’s Guidelines, to the online ordering transactions of products and services by Customers on www.dkv-consorzio.com.

3.5 Products and services ordered online shall be provided - subject to the special provisions on the conclusion of contracts in Section 4 of these STCEBT- on the basis of the relevant Consorzio’s Guidelines applicable at the time. The currently applicable Consorzio’s Guidelines can be accessed at [Download of the Guidelines published on DKV - DKV MOBILITY](#) (www.dkv-mobility.com) and are also available in the Customer’s user account via link as part of the online ordering process. The Customer may click on the link of the Guidelines, take note, save and print them.

3.6 The General User Conditions for the Internet Portal and the Privacy Policy which you can find on www.dkv-mobility.com and www.dkv-euroservice.com shall also apply.

3.7 Products and services purchased on <https://www.dkv-consorzio.com> from the Consorzio are sold directly by Consorzio to the Customer.

4. INFORMATION ON THE CONCLUSION OF CONTRACT (HOW TO PLACE AN ORDER, CORRECTION OF INPUT ERRORS, CONFIRMATION OF RECEIPT)

4.1 The following provisions shall apply to the conclusion of an online contract and shall prevail on any different provision of same object of the respective relevant Consorzio's Guidelines.

4.2 The presentation on websites and/or online platforms under the domain "dkv-mobility.com" or "dkv-euroservice.com" of products and services as "*available for online order*" does not constitute a legally binding offer to conclude a corresponding purchase and/or service agreement by the Consorzio, but is solely a non-binding information on online orderability in electronic business transactions.

4.3 All information on products and services in brochures, advertisements, etc. - also with regard to prices - are non-binding and subject to change without notice, unless a binding assurance is expressly given.

4.4 To place an order for the purchase of one or more products and/or services via website, you need to log in with your access data on www.dkv-consorzio.com, you must fill out the online order form you find in the B2B online store and send it duly filled (i.e. flagged) electronically to the Consorzio, following the relevant instructions.

4.5 The online order form and the linked applicable Consorzio's Guidelines include information on each product and /or service ordered and the corresponding unit price (including all applicable fees and taxes), the payment method that you choose to use, the shipping terms for the purchased products and/or services, the shipping and delivery costs, a link to the applicable Consorzio's Guidelines and a link to these special conditions (STCEBT). The prices are included in the linked applicable Consorzio's Guidelines.

4.6 Before submitting your online order form for the purchase of products and/or services, you will be asked to flag that you have received, acknowledge and accept the Consorzio's Guidelines and these Special Conditions (STCEBT); you will also be asked to flag (accept) that pursuant to articles 1341 and 1342 Italian Civil Code you expressly approve certain specific and restrictive provisions of the relevant Consorzio's Guidelines. You shall print a copy of the Consorzio's Guidelines and these special conditions (STCEBT) using the print option and you shall save or reproduce a copy thereof for your own personal use.

4.7 The order form will be filed in our database for the time required to process your order and as provided by law. You may access your order form by logging in and visiting the section named *orders* in the account area.

4.8 An online order by the Customer is bindingly triggered by clicking the electronic control panel (send button) "*order with costs*" in the "*shopping cart*" area at the end of the ordering process.

Before clicking on the send button "place order", the previously entered data and the contents of the shopping cart can be checked and changed, including quantities and/or the order process can be cancelled by leaving the respective B2B online store at any time; any input errors as well as the completeness of the information required for processing the order is signaled by so-called mandatory fields notice.

4.9 By sending the order, the Customer submits a binding and irrevocable offer to the Consorzio to conclude a corresponding contract for the products and/or services selected in the shopping cart. The order shall be deemed to have been submitted when the Consorzio receives your order form electronically and the order information has been verified as correct.

4.10 After your order form has been submitted, the Consorzio will process your order; Consorzio may refuse to process purchases if there are no sufficient guarantees of solvency, when orders are incomplete or incorrect, or the products or services are no longer available, or for other reasons, informing you accordingly.

4.11 By submitting an order form online, you unconditionally accept and undertake to observe the provisions of the Consorzio's Guidelines and these special conditions (STCEBT). Should you not agree with certain provisions of the Consorzio's Guidelines and/or these Special conditions (STCEBT), please do not submit your order form for the purchase of products and/or services on www.dkv-mobility.com and www.dkv-euroservice.com.

4.12 By submitting an order form, you agree and accept also the additional conditions contained on www.dkv-mobility.com and www.dkv-euroservice.com, also through links, including the General User Conditions for the Internet Portal and Privacy Policy of www.dkv-mobility.com and www.dkv-euroservice.com.

4.13 Upon submission of an order form, the Customer will receive an automatically generated e-mail by which the receipt of the order is confirmed electronically (confirmation of receipt). This confirmation of receipt does not constitute an acceptance of the Customer's offer to legal effects; a contract is not concluded by means of the confirmation of receipt.

4.14 The contract shall be deemed concluded when the Consorzio's acceptance confirmation is received by the Customer.

5. INFORMATION ON CONTRACT TEXT STORAGE, CONTRACT LANGUAGES, ORDER RESTRICTIONS FOR ONLINE ORDERS

5.1 The Consorzio's Guidelines and these STCEBT are available to the Customer at any time for retrieval under the link "Guidelines" at [Download of the Guidelines published on DKV - DKV MOBILITY \(dkv-mobility.com\)](https://www.dkv-mobility.com).

5.2 The contractual language shall be determined by the language selection option available to the Customer on the respective website or online platform by which online orders can be placed and selected by the Customer. The Consorzio, reserves the right to provide the Customer with invoices and delivery bills also in the respective national language, depending on the country of delivery.

5.3 The following delivery restrictions apply:

Delivery or provision of DKV BOX EUROPE orders placed via the B2B DKV Webshops can currently only be made to customers who have a delivery address in one of the following countries:



6. DATA PROTECTION

6.1 The Consorzio provides its products and services in accordance with the applicable provisions of data protection laws. Further notes and information on data protection can be found on DKV's website at [datenschutz-en.pdf \(dkv-mobility.com\)](#).

6.2 For DKV's websites and/or online platforms, including the B2B DKV Webshops or other ordering options in electronic commerce, the DKV data protection provisions shall apply. You can find them on DKV's website at [Datenschutz - DKV MOBILITY \(dkv-mobility.com\)](#).

7. FINAL PROVISIONS

7.1 If any provision of these STCEBT is or becomes invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the invalid or unenforceable provision shall be replaced by a new provision that comes as close as possible to the regulatory content of the old provision. The same shall apply if these STCEBT contain any gaps requiring regulation.

7.2 The Consorzio reserves the right to amend and/or adjust these STCEBT at any time. The current STCEBT can be found on the DKV website under the link [Download of the Guidelines published on DKV - DKV MOBILITY \(dkv-mobility.com\)](https://www.dkv-mobility.com)

7.3 The current STCEBT are 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 and to the exclusive jurisdiction of the Court of Milan (Italy).