



Special Terms and Conditions for the Purchase of Supplies and Services in Switzerland and Liechtenstein ("Special Terms and Conditions")

Part A Applicability of the Special Terms and Conditions

1 Applicability of the Special Terms and Conditions

These Special Terms and Conditions shall apply to all Supplies and Services provided by DKV EURO SERVICE GmbH + Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany ("**DKV**"), to the DKV Customer in the national territory of Switzerland or Liechtenstein. DKV's General Terms and Conditions ("**DKV GTC**") shall apply. The provisions of these Special Terms and Conditions shall take precedence over the DKV GTC ; in all other respects, however, the provisions of the DKV GTC shall remain unaffected. All capitalised abbreviations used in the Special Terms and Conditions shall correspond to the terms defined in the DKV GTC.

Part B Purchase of Supplies and Services

2 Execution of individual call-offs for the purchase of Supplies and Services

2.1 Instead of Clause 8 of the DKV GTC, the following provisions in Clause 2.1 of these Special Terms and Conditions shall apply exclusively to the purchase of fuels and lubricants and operating supplies:

- a) **Supplies and services:** By using the LEO in accordance with the terms and conditions of the Agreement at DKV's affiliated Service Partners, the Customer shall be entitled to make individual call-offs and thereby to purchase or use cashless Supplies and Services from DKV within the scope of the agreement for the purchase of Supplies and Services (goods and services collectively referred to as "**Supplies and Services**") already made by this Agreement.
- b) **Legitimate and non-legitimate individual call-offs:** An obligation of DKV to provide the respective Supplies and Services shall only arise by making an individual call-off for the Supplies and Services concerned in accordance with the provisions of these DKV GTC, provided that the LEO used by the Customer for this purpose is accepted by the Service Partner ("**Legitimate Individual Call-Off**"). To the extent the individual call-off violates the provisions of these DKV GTC, e.g. if the disposition limit is exceeded, no Legitimate Individual Call-Off arises between the Customer and DKV and between DKV and the Service Partner, and DKV shall not be obliged to provide the relevant service, irrespective of whether the DKV Customer has already received it. The provision of the service shall not be construed as implied consent to the deviation of the individual call-off from these DKV GTC. Any services nonetheless provided by DKV to the Customer in this respect shall be made without recognition of any legal obligation and subject to review and reclaim. The Service Partner and the Customer shall not be entitled within the framework of an individual call-off to agree extensions of the statutory scope of services or deviations from these DKV GTC with effect for DKV and to its detriment and/or to issue guarantees with effect for DKV.
- c) **Legitimate Individual Call-Offs as Direct Supplies:** As a general rule, DKV shall provide its Supplies and Services to the Customer in its own name and for its own account ("**Direct Supply**").

Each Legitimate Individual Call-Off by the Customer shall trigger a successive chain of Supplies and Services in which DKV first acquires the called-off Supply or Service from the Service Partner and subsequently provides it to the Customer in its own name and for its own account. This chain of Direct Supplies and Services shall also be referred to as a chain transaction in the context of this Agreement. By using the LEO, the Customer indicates to the Service Partner that it is purchasing the goods or services from DKV and not from the Service Partner. DKV thus initially acquires the goods or the right to use the service from the Service Partner in its own name and for its own account and then immediately and automatically transfers or assigns the goods or the right to the Customer in its own name and for its own account. If a Legitimate Individual Call-Off triggers Direct Supplies, it shall cause the successive performance of the contracting parties in the chain separated by only one logical second:

Service Partner->DKV; DKV->Customer - (as the case may be:
Customer->end customer)

The Parties agree that DKV and the Customer, as well as any subsequent contractual partners in the supply chain, shall not enter into any separate agreement on the management of Supplies and Services and shall not regulate any contractual relationships on the granting of credit when obtaining Supplies and Services, but shall enter into corresponding supply agreements on Supplies and Services ("**Direct Supplies**").

- d) **Freedom to supply of DKV and the Service Partners:** Irrespective of the granted disposition limit, neither DKV nor its respective Service Partners shall be obliged to provide Supplies and Services or to accept individual call-offs for the purchase of Supplies and Services by the Customer. A performance obligation shall only arise upon acceptance of a specific individual call-off for the Supply or Service in question. In particular, DKV assumes no liability for the capabilities of the Service Partners regarding Supplies and Services, regardless of whether Direct Supplies, third-party deliveries or commissions are involved.

3 Prices

- 3.1 Instead of Clause 9.a) of the DKV GTC, the following provisions in Clause 3.1 of these Special Terms and Conditions shall apply exclusively to the purchase of fuels and lubricants and operating supplies:

For the Supplies and Services from the Legitimate Individual Call-Offs, DKV shall, in principle, charge the locally displayed or customary prices. For fuel, however, DKV shall always charge - as the case may be, with a discount, but in any case at most - the pump prices or list prices notified and invoiced to it by the Service Partner at the respective time of purchase for which the LEO is used.

4 Delivery bill, service fees, other costs and expenses and invoice

- 4.1 For the purchase of Supplies or Services, the Service Partner shall only hand over a delivery bill or receipt without VAT-CH statement to the DKV Customer.

- 4.2 Clause 9.c) of the DKV GTC shall not apply.
- 4.3 When invoicing service fees and other expenses - Clause 9.b.) and d.) of the DKV GTC - DKV shall, to the extent required by law, show the value-added tax payable under the Value Added Tax Act (*Mehrwertsteuergesetz*) (CH/FL).
- 4.4 To the extent the DKV Customer purchases Supplies or Services in Switzerland or Liechtenstein, it shall generally receive a VAT-compliant invoice as an input tax document.

5 Application

These Special Terms and Conditions shall apply from 1 February 2023.

6 Applicability and interpretation in the case of foreign Customers

These Special Terms and Conditions in the German language shall also apply to business relations with foreign Customers. The translation of the same made available to the foreign Customers in the language of the Customer's country or in the English language shall be solely for convenience. In the event of a dispute over interpretation, the German text shall always prevail.

Part C Other provisions

7 Due date and default interest, exceeding the payment term, redemption provision, set-off and retention

- 7.1 Instead of Clause 11.e) of the DKV GTC, the following provisions in Clause 0 of these Special Terms and Conditions shall apply exclusively to the purchase of fuels and lubricants and operating supplies:

Set-off and retention: The Customer may set off any counterclaims against any claims of DKV only if the Customer's counterclaim is undisputed or has been recognised by a court in a final and binding manner. However, in the case of claims for defects concerning a Legitimate Individual Call-Off as a Direct Supply, the Customer's counter-rights shall remain unaffected. The same shall apply accordingly with regard to the assertion of retention rights.

8 Reservation of title with regard to Supplies and Services

- 8.1 Instead of Clause 14.a) of the DKV GTC, the following provisions in Clause 0 of these Special Terms and Conditions shall apply exclusively to the purchase of fuels and lubricants and operating supplies:

If DKV is the owner, DKV retains title to the respective Supply and Service until all claims arising from the business relationship, including future claims also arising from agreements concluded at the same time or later or from Legitimate Individual Call-Offs as well as balance claims from current account with the Customer, have been settled in full (the "**Retained Goods**").

9 Notice of defects and liability for defects

- 9.1 Instead of Clause 15 of the DKV GTC, the following provisions in Clause 0 of these Special Terms and Conditions shall apply exclusively to the purchase of fuels and lubricants and operating supplies:

In the case of Legitimate Individual Call-Offs as Direct Supplies, DKV shall choose the appropriate type of subsequent performance, taking into account proportionality. DKV shall generally be granted two attempts at subsequent performance. If the subsequent performance fails, the Customer may withdraw from the Supply or Service which it has obtained under the relevant Legitimate Individual Call-Off or reduce the purchase price or remuneration, respectively, or, in the case of a contract for work and services, remedy the defect itself against reimbursement of its expenses.

10 Liability

- 10.1 Instead of Clause 16.a) of the DKV GTC, the following provisions in Clause 0 of these Special Terms and Conditions shall apply exclusively to the purchase of fuels and lubricants and operating supplies:

DKV's liability for damages, irrespective of the legal grounds, in particular for impossibility, default in performance, defective or incorrect supply, breach of contract and tort, shall be limited for any liability arising out of or in connection with this Agreement, to the extent culpability is relevant in each case, in accordance with Clause 16 of the DKV GTC and these Special Terms and Conditions. The same shall apply to liability arising out of or in connection with Legitimate Individual Call-Offs as Direct Supplies. Liability arising out of or in connection with individual call-offs based on third-party supplies shall be determined by the agreements concluded by the Customer with the Service Partners.

11 Limitation period

- 11.1 Instead of Clause 17.a) of the DKV GTC, the following provisions in Clause 0 of these Special Terms and Conditions shall apply exclusively to the purchase of fuels and lubricants and operating supplies:

Claims for defects in connection with the use of Supplies and Services via Legitimate Individual Call-Offs in the form of Direct Supplies, including any claims for damages based thereon as well as rights of price reduction and withdrawal, shall be subject to a limitation period of one year, calculated from delivery of the purchased item or acceptance of the work performance. Other contractual claims of the Customer due to breaches of duty by DKV and all non-contractual claims of the Customer shall also be subject to a limitation period of one year, commencing with the start of the limitation period provided for by law in each case.

12 Applicable law and place of jurisdiction

The provisions of section 25 and 27 of the GTC DKV shall apply and in particular the law of the Federal Republic of Germany shall apply to these Special Terms and Conditions.

Part D Purchase of other Supplies and Services

Part B and **Part C** shall also apply accordingly to the other Supplies and Services listed below:

13 Purchase of other Supplies and Services

- Automotive parts and accessories
- Vehicle washing, repairs and roadside assistance (including recovery and towing)
- Parking lot service
- Border clearance service
- Security escort service for transport of dangerous goods and valuables.