



**1. SCOPE OF APPLICATION SPECIAL TERMS AND CONDITIONS "OPTION +CHARGE"**

- 1.1. The following Special Terms and Conditions (hereinafter referred to as "Special Terms and Conditions Option +charge") shall govern the terms and conditions for the charging of electrically powered motor vehicles in the service countries Switzerland and Liechtenstein using a provided Legitimation Object (LEO) upon agreement of Option +charge of DKV EURO SERVICE GmbH + Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen, Germany ("DKV") by customers ("Customer").
- 1.2. These Special Terms and Conditions, as amended from time to time, shall apply, if the Option +charge is agreed, to the charging of electrically powered motor vehicles and shall supplement the DKV GTC and any other relevant Special Terms and Conditions and/or policies of DKV in force at that time.
- 1.3. In the event of conflict between the DKV GTC and these Special Terms and Conditions, the provisions of these Special Terms and Conditions shall prevail. Any conflicting or deviating terms and conditions of the Customer shall not be binding, even if DKV executes the individual contract without expressly objecting to such terms and conditions.

**2. AMENDMENTS TO THE SPECIAL TERMS AND CONDITIONS**

- 2.1. DKV shall be entitled to amend these Special Terms and Conditions Option +charge at any time with effect for the future.
- 2.2. DKV shall notify the Customer in writing of any amendments to these Special Terms and Conditions without having to send or otherwise communicate the amended Special Terms and Conditions in detail or the new version of the Special Terms and Conditions. It shall also be sufficient to provide information about the fact of such amendment in electronic form. The current Special Terms and Conditions are freely retrievable on DKV's website (currently at [www.dkv-euroservice.com/de/footer-navigation/richtlinien/](http://www.dkv-euroservice.com/de/footer-navigation/richtlinien/)). In case such retrieval is not possible, DKV shall send the Special Terms and Conditions to the Customer upon request free of charge either electronically (e.g. by e-mail) or in paper form (e.g. by post).
- 2.3. If the Customer does not object to changes within one month after notification, they shall be deemed approved; changes shall become effective at the earliest after expiry of the aforementioned objection period. DKV shall inform Customers in the respective change notifications of the legal consequences of a failure to object and of the right to object. If the Customer exercises its right of objection, DKV shall be entitled to partially terminate the agreement of Option +charge subject to a notice period of 2 weeks; otherwise, the Customer Agreement between DKV and the Customer shall remain unaffected by the partial termination of Option +charge.

**3. DEFINITIONS**

In the context of the Special Terms and Conditions Option +charge the following definitions shall apply:

- "DKV GTC" shall mean the General Terms and Conditions of DKV, as amended from time to time, which are available for download at <https://www.dkv-euroservice.com/de/footer-navigation/agb/>.
- "Special Conditions" shall mean these present contractual special terms and conditions of DKV for the charging of electrically powered motor vehicles as defined in the DKV GTC, which shall apply with priority in addition to the DKV GTC, and which are available for download at [www.dkv-euroservice.com/bedingungen-und-richtlinien](http://www.dkv-euroservice.com/bedingungen-und-richtlinien).
- "CARD" shall mean a physical legitimation object (LEO) as defined in the DKV GTC provided to the Customer in the form of a card (such as DKV +charge CARD or NOV +charge Card), by means of which the Customer can make use of DKV services, in particular Charging Services in accordance with these Special Terms and Conditions.
- "APP" shall mean a mobile application provided to the Customer by DKV, such as the eCharge+ APP, which is deemed to be a legitimation object (LEO) within the meaning of the DKV GTC and can be used accordingly by the Customer in order to make use of Charging Services in the acceptance network.
- "DKV" shall mean the company DKV EURO Service GmbH + Co. KG, Balcke-Dürr-Allee 3, 40882 Ratingen (Germany).



<b>"DKV Service Partner"</b>	shall mean a pre-supplier or other enterprises that DKV uses or employs to fulfil its contractual obligations to the Customer.
<b>"Individual Call-Off"</b>	shall mean the call-off of charging power by the Customer after such Customer has been authenticated by the DKV Service Partner through the use of a legitimization object (LEO), such as the DKV +charge CARD, NOV +charge CARD or eCharge+ APP.
<b>"Customer"</b>	shall mean the commercially active person or enterprise that has already entered into a contract with DKV for its commercial purposes, which allows such person/enterprise to use the legitimization object and to avail itself of DKV's services.
<b>"Customer Agreement"</b>	shall mean the agreement concluded by the Customer with DKV for the use of the legitimization object and for the use of DKV's services.
<b>"Charging Infrastructure"</b>	shall mean the technical equipment for the electric charging of motor vehicles.
<b>"Charging Services"</b>	shall mean a bundle of services for the charging of electrically powered motor vehicles, the content of which is described in more detail in Clause 4 of these Special Terms and Conditions.
<b>"Charging Point"</b>	shall mean the place where the Customer can obtain Charging Services from DKV.
<b>"Charging Process"</b>	shall mean the process for the call-off of Charging Services by the Customer.
<b>"LEO"</b>	shall mean the legitimization objects provided to the Customer within the meaning of the DKV GTC, such as the DKV +charge Card and NOV +charge Card or the eCharge+ APP.
<b>"Option +charge"</b>	shall mean the option to be applied for by the Customer and confirmed by DKV to supplement the Customer Agreement to be concluded or already existing with DKV with the additional service of also enabling the charging of electrically powered motor vehicles via the LEO.

#### **4. COMMISSIONING / CONDITIONS OF USE OF THE "OPTION +CHARGE"**

- 4.1.** Under the Customer Agreements, DKV offers its Customers the option of charging electrically powered motor vehicles at DKV Service Partners if the relevant Option +charge is agreed.
- 4.2.** In order to use Charging Services, the Customer needs a valid LEO. For example, a valid DKV +charge CARD, a valid NOV +charge CARD or a valid and functioning APP can be used for this purpose. However, the APP and any other form of LEO can only be used if the use (e.g. of the APP) is intended at the relevant Charging Infrastructure of the DKV Service Partner and is also technically possible at the time the Charging Service is used. As a general rule, the application for and handover of LEOs are subject to the Customer Agreement with DKV.
- 4.3.** The application for the Option +charge shall be made via the order form provided by DKV for this purpose (DKV CARD order) or via DKV's online order channels. Confirmation of the application by DKV shall be made either in text form or implied by delivery of an LEO or amended LEO with the designated additional function "+charge".
- 4.4.** Upon conclusion of the Customer Agreement or subsequently (e.g. when applying for the Option +charge), the Customer may also apply for the use of an APP as a legitimization object in addition to the CARD with the +charge additional option. Should DKV approve the Customer's application, DKV shall send the Customer a user name and password electronically (e.g. by email) or in paper form (e.g. by post), as well as instructions on how to download the APP. With the application, the Customer expressly agrees to this type of transmission. To use the echarge+ APP, the Customer must download the eCharge+ APP from the App Store. To be able to use the APP via DKV, the Customer may choose settlement via DKV. To do this, the user name and password must be entered.
- 4.5.** The Customer shall not make any LEO provided to it as well as the user name and password for the use of the APP accessible to third parties and shall protect them from access by third parties unless they are authorised for use within the meaning of the DKV GTC. In all other respects, the provisions of the DKV GTC (in particular Clause 7 of the DKV GTC) shall apply to LEOs and to user names and passwords.



## **5. USE / INDIVIDUAL CALL-OFF OF CHARGING SERVICES**

- 5.1.** Instead of Clause 8 of the GTC DKV, the following provisions in Clauses 5.2-5.4 of these Special Terms and Conditions shall apply exclusively to the purchase of Charging Services:
- 5.2.** DKV and the Customer agree that for each Individual Call-Off for Charging Services under authorisation of the LEO at a DKV Service Partner, an agreement is concluded between DKV and the Customer for the supply of Charging Services under the terms of the Customer Agreement, these Special Terms and Conditions Option +charge and the DKV GTC.
- 5.3.** Legitimate Individual Call-Offs as Direct Supplies: As a general rule, DKV shall provide its Charging 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 Charging Services in which DKV first acquires the called-off Charging Service from the Service Partner/upstream supplier and subsequently provides it to the Customer in its own name and for its own account. This chain of Direct Supplies 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 Charging Service from DKV and not from the Service Partner. DKV thus initially acquires the Charging Service from the Service Partner/upstream supplier in its own name and for its own account and then immediately and automatically transfers or assigns the Charging Service to the Customer in its own name and for its own account. If a Legitimate Individual Call-Off triggers a Direct Supply, it shall cause the successive performance of the contracting parties in the chain separated by only one logical second:

(1) Service Partner/upstream supplier ⇔ DKV; (2) DKV ⇔ DKV Customer

- 5.4.** This shall apply without prejudice to the fact that the chain transaction will appear externally only as one act, namely as the actual use of charging services by the Customer at a Charging Point. The Service Partner shall not hand out an invoice for the purposes of VAT to the Customer, but only a delivery note without reference to VAT.

## **6. CONTENT OF THE CHARGING SERVICES, AVAILABILITY AND DISRUPTIONS**

- 6.1.** The provision of Charging Services is a bundle of different services which consist, in particular, of the following service components:
- display of Charging Points,
  - granting the right to use the parking space in front of the Charging Infrastructure, provided that the DKV Service Partner can make dispositions in respect of it and the contrary is not apparent for the Charging Point concerned on site,
  - delivery of power to the Customer,
  - granting the right to use the Charging Infrastructure and to draw car power, as well as
  - the billing of the delivered Charging Services.
- 6.2.** Restrictions on the right to use the parking space and any conditions for its use (e.g. payment of a separate fee for its use, maximum period of use, etc.) shall be observed by the Customer. Where public parking space is concerned, its use shall not be the subject of the services to be provided by DKV.
- 6.3.** There shall be no obligation on the part of DKV to ensure the availability of certain Charging Infrastructure. The usability of a particular Charging Infrastructure by the Customer shall rather depend on whether it is technically and actually available and has been approved for use by the DKV Service Partner vis-à-vis DKV. Accordingly, any disruptions or damage to the Charging Infrastructure, for example, shall mean that the Customer cannot use it. Only if DKV itself is able to obtain the services from its upstream supplier can DKV also offer these to the Customer. The Charging Points can be viewed by the Customer in the APP or will be sent to the Customer upon request. DKV obtains the information about Charging Points from DKV Service Partners and is not in a position to verify it. DKV shall therefore not be liable for the correctness of such information. In addition, the Customer shall have no claims for performance or damages against DKV if, contrary to the information on the website or in the APP, a Charging Point is not available or usable.
- 6.4.** As a rule, the APP as well as the Charging Points themselves can only be used if there is a technically flawless cellular connection at that location. If the mobile transmission of data is not possible or only possible to a limited extent, it may be impossible to obtain the Charging Services via DKV or for them to be provided by DKV.



- 6.5. The Customer may report disruptions or damage to the Charging Infrastructure at any time by email to [emobility@dkv-euroservice.com](mailto:emobility@dkv-euroservice.com) or to the DKV hotline.

## 7. PRIVACY

- 7.1. DKV shall process the Customer's data, in particular data arising from the contractual relationship, exclusively within the framework of the provisions of data protection law (e.g. the German Federal Data Protection Act (BDSG) and/or the EU General Data Protection Regulation, in particular Art. 6). Subject to permissibility under data protection law, this shall also include the processing and/or transmission of data to / by third parties (e.g. Service Partners) who act on behalf of DKV within the scope of the applicable provisions and corresponding guarantees. For more information on data protection, please visit [www.dkv-euroservice.com/datenschutz](http://www.dkv-euroservice.com/datenschutz).
- 7.2. With regard to the use of APPs for the purpose of obtaining Charging Services, please note that these APPs are partly provided by third-party service providers. These service providers operate the APP and process the data entered/stored in the APP by the Customer and/or the Customer's employees as an independent controller under data protection law within the framework of a controller-to-controller relationship for the purpose of carrying out the charging process in the form of a so-called chain transaction (see above); information on data protection within the APP and on the respective controller can be accessed via the APP.

## 8. PRICES, CARD FEES AND SERVICE CHARGES

- 8.1. The currently applicable price for the use of Charging Services shall be sent to the Customer by e-mail upon request. When using the APP, the price shown on the APP when starting the charging process shall apply.
- 8.2. The Charging Service shall be billed either according to the time of charging, in kw/h or other units shown on the DKV website or in the APP (e.g. flat rate per charging process). For billing, DKV shall use the billing units (e.g. time or kWh) transmitted by the DKV Service Partner without checking them for correctness or plausibility.
- 8.3. The Customer shall be obliged to check the billing statement immediately. If billing is based on time, DKV shall calculate the prices on the basis of the period during which the electric vehicle was actually connected to the Charging Infrastructure (i.e. from plugging in to unplugging the charging cable from the Charging Infrastructure).
- 8.4. The prices shown for a Charging Point for the use of Charging Services shall be made up of various components over which DKV has no control (in particular, grid charges, taxes and levies). To the extent the DKV Service Partner is entitled vis-à-vis DKV to recalculate individual of these components (for example, due to recalculations by the network operator of the DKV Service Partner) or to change these price components, DKV shall be entitled to pass on these recalculations and price changes to the Customer. Conversely, DKV shall be obliged to pass on and reimburse any resulting price reductions to the Customer as well.
- 8.5. Delivery bill, service fees, other costs and expenses and invoice
- 8.5.1. For the purchase of Charging Services, the Service Partner shall only hand over a delivery bill or receipt without VAT-CH statement to the DKV Customer.
- 8.5.2. When invoicing service fees and other expenses - Clause 9.b.) and d.) of the GTC DKV - DKV shall, to the extent required by law, show the value-added tax payable under the MWSTG (*Mehrwertsteuergesetz* – Value Added Tax Act) (CH/PL).
- 8.5.3. To the extent the DKV Customer purchases Charging Services in Switzerland or Liechtenstein, it shall generally receive a VAT-compliant invoice as an input tax document.

## 9. CUSTOMER DUTIES

- 9.1. The Customer shall be obliged to treat the Charging Infrastructure with care and diligence. The Customer is aware that the Charging Infrastructure as an electrical system can pose hazards. The Customer shall therefore be obliged to observe and comply with the safety and operating instructions attached to the Charging Infrastructure or in its vicinity. The Customer shall also be obliged to observe and comply with the terms of use of the Charging Infrastructure (e.g. maximum charging and parking duration) specified by the DKV Service Partner. If the Customer does not use the Charging Infrastructure itself, it shall ensure that its assistants in performance and vicarious agents or other third parties authorised to use the infrastructure are informed of these requirements and also comply with them. The terms of use



of the DKV Service Partners are either visible at the Charging Infrastructure or available on the DKV website at [www.dkv-euroservice.com/de/leistungen/elektromobilitaet/](http://www.dkv-euroservice.com/de/leistungen/elektromobilitaet/).

- 9.2.** The Customer shall be obliged to charge only tested, technically approved and defect-free electric vehicles. In doing so, the Customer shall ensure that the vehicles are also approved for the charging voltage indicated at the respective Charging Infrastructure. The Customer shall be obliged to use only tested and approved charging cables and plug-in devices that comply with accepted technical standards (e.g. CE marking).
- 9.3.** The Customer shall be liable for violations of the duties (of care) specified in this Clause 9. In particular, the Customer shall be liable for any damage that the DKV Service Partner justifiably asserts against DKV, for example because the Charging Infrastructure was damaged by the Customer or the maximum charging and parking duration was exceeded. The Customer shall be liable for the actions of its assistants in performance and vicarious agents as it is for its own actions.

## **10. FINAL PROVISIONS**

- 10.1.** The choice of law agreements and agreements on the place of venue made shall remain unaffected.
- 10.2.** For business relations with foreign Customers these Special Terms and Conditions Option +charge drafted in the German language shall apply as well. The translation of the same made available to the foreign Customers in the national language of the Customer and/or in the English language shall be solely for convenience. In the event of a dispute over interpretation, the German text shall always prevail. In addition, if Charging Services are used abroad, the special local terms and conditions shown for the respective country on the DKV website ([www.dkv-euroservice.com/de/footer-navigation/richtlinien/](http://www.dkv-euroservice.com/de/footer-navigation/richtlinien/)) shall apply to the respective country, where relevant.

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