

ServiceCard application for dealer cards

MercedesService Card GmbH & Co. KG
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MercedesService Card GmbH & Co. KG (hereinafter referred to as MSC) is a Group company of Daimler AG and is responsible for support. The card issuer and the contract partner of the applicant is UNION TANK Eckstein GmbH & Co. KG, Heinrich-Eckstein-Str. 1, 63801 Kleinostheim, Germany (hereinafter referred to as "UTA").

Scope of services

This card entitles the holder to services throughout the Europe-wide Daimler workshop network.

Using the cards in the Daimler workshop network does not result in any additional costs for the applicant. Only the fees for payment transactions incl. currency costs, provided there are any, are charged.

Card use

The dealer card can be ordered from Daimler service outlets. It can be used for the dealer's own vehicles, but especially also for vehicles of various customers. Therefore, with these cards, the invoice recipient (applicant) may deviate from the vehicle owner.

Dealer cards can only be authorized by the relevant Mercedes-Benz emergency service centre as part of Service24h or by the applicant himself/herself (www.servicecardportal.com), not by other workshops.

Ordering a card

We recommend ordering a separate card for each of your customers (vehicle owners), for whom you want to provide services frequently.

Number of cards with customer reference (different vehicle owner, short name of customer is printed on the card): _____

For these cards, please do not fail to fill in the sheet: "Dealer cards with customer reference".

In addition, a card without customer reference can be ordered which can be used for the dealer's own vehicles or vehicles of various other customers.

Number of cards without customer reference: _____

General terms and conditions

The attached UTA general terms and conditions apply. In reference to clause 4b, this use of the card represents one of the exceptional cases mentioned therein. Services subject to VAT are exchanged between the workshop and the invoice recipient.

Data protection

The attached data protection declaration applies.

Applicant/invoice recipient

We are already UTA customer: Customer No.: _____

Dealership number:	
Company:	
Contact:	
This section is only to be completed by new customers or in the event of changes.	Road:
	Post code, place:
	Country:
	Bank:
	BIC:
	IBAN:
	VAT ID no.:
Commercial registry no.:	

Important information

We will forward the named customers (vehicle owners) details, including address and card information, to the relevant emergency service centre (CAC) where it will be registered and recorded.

The emergency service centre is entitled to authorise payments of up to 1,000 EUR in your name – without further consultation – for the named vehicle owners (750 EUR for vans).

For amounts higher than this, payments are only authorised after consultation.

The invoice is issued to your company. You are responsible for passing on the costs to the end customers (vehicle owners) at your own discretion.

In comparison to other payment methods, there are no surcharges for using our service cards.

The invoice is checked by us using formal criteria before we forward it to you (correct address, no surcharge invoiced, correct VAT ID).

All transactions per card (vehicle owner) are added up clearly in the UTA debit note.

It is possible to block individual customers/cards within one working day at MercedesService Card GmbH & Co.KG. You can also order cards here without the need for an order form.

Please inform us in the event of complaints in order to prevent unnecessary arrears collection costs (the complaints form can be found on our website).

Place/date

Signature/company stamp of applicant

Dealer cards with customer reference

A separate card should be created for the following customers (vehicle owners).

Company:
Road:
Post code, place:
Country:

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Data protection declaration

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Data protection

MSC and UTA collect, process and use application data and the applicant's personal data from the contract if this is needed for contractual matters and for commission statements with the Service Partner entered by the applicant who is supervising the application.

In order to provide support in the event of damage or a service as quickly as possible, the applicant's card data is transferred to the Service Centre in the country in which the application is being made.

Credit check

Using a mathematical/statistical procedure (called scoring), an individual credit risk assessment is generated and this used to make a decision about an application, in the event of late payment and when applying for a card limit increase. Credit information provided by Coface Rating GmbH, Isaac-Fulda-Allee 1, 55124 Mainz is used for this procedure, along with the application data (incl. address). The application data is transferred to Coface Rating GmbH in order to generate the assessment. The credit check may affect the applicant's standing with Coface Rating GmbH. Coface Rating GmbH saves and uses the data gained to evaluate credit risks and discloses these evaluations to third parties.

Use of data in the event of late payment

In the event of late payment, UTA will make payment to MSC. MSC employs Coface Deutschland, subsidiary of Coface S.A., Isaac-Fulda-Allee 1, 55124 Mainz, as its underwriter to cover the risk of default. In the event of a claim, MSC will make payment to Coface S.A.. Furthermore, MSC has agreed with the respective Daimler AG national organisations and EvoBus GmbH, Neue Str. 95, D-73230 Kirchheim unter Teck, that they are liable for defaults on payments. MSC transfers the application data required and data for performing a contract to Coface Deutschland, the respective Daimler AG national organisation and EvoBus for underwriting with Coface S.A. as well as processing defaults on payments.

Furthermore the applicant agrees that, in the event of late payment, MSC will inform the contract partner, whose payment was made by MSC on behalf of the applicant, the respective Daimler AG national organisation responsible for the applicant and/or the dealer supervising the application, the general distributor or Service Partner for the purpose of collecting debts.

Credit items, information and advice about products and services

The applicant agrees that, by crediting their ServiceCard or card with the full range of services, the company issuing credit is informed about the use thereof, so that the applicant can be made aware of offers within the period of validity of the credit.

The applicant agrees that application data and information regarding the application status is processed and used by UTA and MSC for written information and advice about products and services from UTA, MSC, Daimler AG and associated companies, authorised sales and Service Partners as well as for market research.

The data is also used by UTA, MSC, Daimler AG, the respective national sales organisation, the general distributor and authorised sales and Service Partners to exclude the applicant from receiving product information about the ServiceCard or cards with the full range of services, which are not of interest to them. For these reasons, the data may be transferred to Daimler AG, the respective national sales organisation, the general distributor, authorised sales and Service Partners and market research institutes.

Contact may also be made by e-mail. The applicant can withdraw consent regarding the use of their e-mail address and application data being used for advertising purposes and market research. This can be done by sending post to MSC or by sending an e-mail to info@mercedesservicecard.com. No charges are made if consent is withdrawn, except the charges for transferring to a base tariff. Withdrawing consent means that the applicant will no longer be informed about updates, offers and special discounts.

General Terms and Conditions of UTA

1. Establishment of a business relationship

The Customer's application to contract is deemed as accepted with receipt of a written proposal acceptance declaration or the contract subject (e.g. Service Card, UTA MultiBox®, etc.) at the applicant.

2. Service Cards

Basically, UTA distinguishes between two types of service cards:

- Full Service Cards and Service Cards for which the respective PIN Code is required for authorisation of supplies.
- Service Cards in respect of which no PIN Code shall be required for authorisation of supplies and/or services.

Depending on the Card category, the aforesaid Service Cards (hereinafter referred to as "SC") entitle the Customer and his agents to procure various goods and services related to the vehicle in the UTA Service Partner network. The SC category is shown on the Service Card receipt confirmation.

3. Toll boxes

The regulations for the SC apply in the same way for the toll boxes (e.g. UTA MultiBox®) issued by UTA.

4. Supplies and services

- As matter of principle, deliveries and services shall be provided in the name and for the account of UTA based on the respective contracts with UTA service partners.
- In exceptional situations in which this cannot be arranged or only partly with UTA service partners, UTA shall procure the services on offer and pay for them on behalf of the UTA customer. UTA shall acquire claims to advance payment and to the refund of its disbursements from the UTA customer.
- The latter particularly applies for payment of government tolls, such as on those on the territory of the Federal Republic of Germany. In this case the UTA customer shall appoint UTA to pay the tolls owed to the toll operator in the name and for the account of the UTA customer.
- Inasmuch as payment (tolls) are required for the entitlement to use traffic infrastructure facilities, the UTA shall procure said real estate-related rights of use for the UTA customer.

5. Invoicing, compensation

The amounts invoiced shall be based upon the prices officially valid on the day of transaction and published at the petrol station, the list prices of the corresponding petrol company (brand), supra-regionally valid list prices, the prices charged by service providers and/or tolls due.

As a matter of principle, UTA invoices shall be in Euros; notwithstanding this, payment in other currencies may be requested by UTA.

UTA shall invoice service surcharges and fees in accordance with the corresponding valid list applicable. The relevant list valid for service surcharges and fees will be sent to the Customer on commencement of the business relationship, or at any time upon the Customer's request.

6. Card and PIN code

- The Customer receives an SC on application. The PIN (Personal Identification Number) for the SC is notified to the Customer separately from the SC itself, pursuant to section 2 a. The Customer is obligated to keep the PIN secret and separately from the SC and to disclose it only to those persons authorised by the Customer to use the SC and to obligate such persons to also observe secrecy. The PIN may especially not be written down on the SC.
- The SC remains the property of UTA, is non-transferable and must be kept with care and protected against access by unauthorised third parties. It is especially not permitted to leave the SC in an unattended vehicle.
- The SC may only be given to another economic beneficiary (e.g. subcontractor) for use if this is done in close coordination with UTA. In this case, the data of the economic beneficiary (such as name, address, etc.) must be immediately notified to UTA.

7. Blocking of a Service Card, notice of termination and card return

- UTA may, at any time, prohibit the use of the SC, terminate the business relationship or block the SC at UTA points of acceptance. However, before enforcing any of such measures, the Customer shall be advised thereof in good time. The Customer shall have the right to terminate the business relationship at any time and to return the SC to UTA.
- If use is prohibited or the business relationship ends and/or if the SC is blocked, then the SC must be immediately returned to UTA, or destroyed if UTA so demands. The Customer must also surrender the SC if the vehicle licence number changes or if the vehicle is taken off the road or sold or if the Customer's company name changes.
- In case of an important cause, the measures under 7 a and 7 b shall be implemented without prior notice. An important cause, in particular, shall be:
 - if there are good reasons to suspect misuse of the SC by third parties,
 - in the event of non-payment despite maturity and first reminder,
 - if the debit order or the SEPA direct debit authorisation is revoked,
 - if application is made for insolvency proceedings on the Customer's assets,
 - if the Customer's financial circumstances deteriorate (this also applies if the Customer's financial circumstances threaten to deteriorate significantly).

8. Card loss and Customers liability

- Theft, loss or other misplacement
Following advance notice by telephone, any theft, loss or other misplacement of the SC must be immediately reported to UTA in writing via fax or via the exclusive access at www.uta.com with statement of the Customer and SC number, the vehicle licence number, country, place, time and type of card loss. The same applies correspondingly if any unauthorised person has gained knowledge of the PIN or if there is good reason to suspect this, and on condition that the SC in question is returned against a new SC with new PIN. If the Customer finds a blocked SC again, then he must immediately send it back to UTA or destroy it if UTA so demands. The Customer is obligated to report fraudulent transactions or a stolen SC to the police.
- Liability
The Customer's liability ends with receipt of the telephone report if the Customer makes this report according to lit. 8 a immediately. The report according to 8 a must be made to the UTA central administration or to one of the UTA branch establishments. The Customer also remains liable after the report is received if the loss or misuse of the SC originates from the Customer's sphere of responsibility, and especially if the Customer is in breach of his obligations from section 6 a and 6 b or does not keep the SC with due care or has contributed to misuse of the SC as a result of a willful or grossly negligent breach of his obligations from this contract. Transactions made with a fake SC are also understood as misuse in the foregoing meaning.

9. Customers payment obligation, reservation of property rights and securities

- The Customer shall be obliged to render payment upon inspecting and accepting the goods, services and the use of a traffic facility that is subject to payment. This shall also apply if other goods/ services are supplied over the UTA Diesel Card. Until the delivered goods have been paid for, they shall remain the property of UTA. Default on payment shall prevail without any further payment reminder upon the lapse of the agreed payment deadline. Upon default of payment, the failed direct debit or protest of bill or cheque, the claim to payment shall become due immediately in its entirety and for as long as the default situation is given shall be subject to the penalty of 8 (eight) percentage points in excess of the baseline rate. The assertion of further damages derived from default shall not be ruled out. In this case the Customer shall retain the right to prove that less damage was in fact incurred.
- UTA shall be entitled to call for appropriate security from the Customer.
- Deviating from § 267 BGB (German Civil Code), UTA can also refuse the performance of a third party even if the Customer does not object to the third party's performance.

10. SEPA-direct debit authorisation

Unless otherwise agreed, payments are made by SEPA direct debit. UTA sends an advance notification to the Customer no later than one bank working day before the debit.

11. Invoice verification and Customer complaint

Refuelling/toll transactions effected and/or services provided and acknowledged by delivery note or electronically registered by means of the SC shall be considered to be effected. The Customer shall be obliged to check UTA invoices immediately upon receipt and to notify UTA in writing or by fax, within two months from date of invoice at the latest, and to detail his complaint. Otherwise compensation shall be excluded and the invoiced amount shall be deemed to be accepted, unless it had been unfeasible for the Customer to check the invoice in due time.

In each UTA invoice, UTA shall also refer to this legal consequence. However, the Customer's payment obligation and the term of payment shall not be affected hereby.

12. Warranty, scope of liability and indemnification

- Complaints made which are based on well-founded apparent defects regarding quality and/or quantity of goods/services shall be communicated to the corresponding UTA service partner and to UTA in writing (letter or fax), within 24 hours after receipt of the goods or services. Complaints made which are based on well-founded hidden defects shall be communicated as described, however, must be complained about within 24 hours from detection of the defect. Otherwise, the relevant goods/services shall be considered as approved.
- UTA shall not be obliged to deliver. UTA service partners shall be authorised, yet not obliged, to supply goods and/or to provide services. UTA shall not be held responsible in case of Acts of God, failure of subcontractors to deliver, other unforeseeable events or changes regarding the UTA service partners' network rendering delivery impossible or making it difficult.
- Credit balances for prepaid products that were purchased using the SC are refunded directly in the UTA settlement or by the manufacturer of the products to the account stated when the product in question was purchased. In this case, the Customer is responsible for correctly stating the proper bank account. UTA shall not be liable for erroneous bank transfers.
- Only in case of intent or gross negligence, UTA shall be liable for compensation. Liability for physical injury shall not be excluded.

13. Notifications

The Customer shall undertake to immediately advise UTA of any changes in address, name and/or legal form of his company.

In the event that the Customer shall fail to comply with UTA's present General Terms and Conditions - in spite of the corresponding reminder -, get into arrears although notice has been given to him, or in the event that UTA has blocked the SC use as a consequence thereof, UTA shall be authorised to notify all UTA service partners thereof, however, at the Customer's expense.

14. Data protection

Data related to persons is processed in compliance with the statutory stipulations governing data protection. The current data protection provisions of UTA will be communicated if requested by the Customer and are published at www.uta.com/privacy-policy.

15. Offsetting and withholding

The Customer can only offset its own claims against the claims of UTA if his counterclaim is uncontested or established with lawful finality; this also applies for the assertion of withholding rights.

16. Side-agreements

No verbal side-agreements have been made.

17. Modification of the present General Terms and Conditions

Modifications of UTA's present General Terms and Conditions shall be communicated to the Customer. By using the SC after receipt of the relevant notification of change, the new version of UTA's Terms and Conditions will be deemed accepted by the Customer. Special reference shall be made by UTA to this point in the respective notification of modification.

18. Transference of rights and duties

UTA shall be authorised to transfer her rights and duties resulting from the present contract to MercedesService Card GmbH & Co. KG, Mainparkstraße 2, 63801 Kleinostheim, Germany.

19. Choice of law

The law of the country in which court proceedings are instituted shall apply. Application of CISG shall be excluded.

20. Place of jurisdiction

The competent court of jurisdiction for both parties hereto and with regard to any disputes arising out of the present business relationship - even after its termination - shall be Aschaffenburg, Germany. UTA shall also be entitled to institute legal proceedings before the court having jurisdiction for the Customer's place of business.

21. Severability Clause

In case a clause stipulated in the present Terms and Conditions should be or become invalid, the validity of the remaining clauses shall be left unaffected thereby.