

Dealer cards with customer reference

Please complete in a machine-readable manner!

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

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Post code, place:
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Mercedes ServiceCard

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Information about Data Protection and Important Notices

MercedesService Card GmbH & Co. KG
Mainparkstraße 2
63801 Kleinostheim
GERMANY

Tel.: +49 6027 509-567
Fax: +49 6027 509-77 567
Email: info@mercedesservicecard.com

Preliminary remarks

MSC and UTA collect, process and use the application and personal data of the applicant, which arise in the context of the Agreement, insofar as necessary for the applicant's contractual matters, as well as for the settlement of the commission with the service partner registered by the applicant.

The card data of the applicant is transmitted to the Service Center responsible for the country of the applicant in order to enable providing the fastest possible assistance in the event of damage or service.

Otherwise, the accompanying data protection information requirements and the General Terms and Conditions apply.

Credit check

The decision concerning the application, in the event of payment default and requests for an increase in the card limit, is made on the basis of a mathematical statistical method (so-called Scoring) for the generation of an individual forecast about the credit risks. This method involves the use of credit information provided by Coface Rating GmbH, Isaac-Fulda-Allee 1, 55124 Mainz and/or SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, in addition to the application data and accompanying address data. For the purpose of the forecast preparation, the application data is transmitted to Coface Rating GmbH and/or SCHUFA Holding AG. Credit inquiries can have an impact on the assessment of the applicant by Coface Rating GmbH and SCHUFA Holding AG. Coface Rating GmbH and SCHUFA Holding AG in turn store and use the data received for the assessment of the credit risks and pass these assessments on to third parties.

Use of the data in the event of payment default

In the event of payment default, UTA assigns claims to MSC. MSC has furthermore agreed with the respective responsible country companies of Daimler AG and EvoBus GmbH, Neue Str. 95, D-73230 Kirchheim unter Teck, that they are liable for non-payment. For the processing of non-payments MSC transmits the required application data as well as data required for the contractual performance to Coface Deutschland and/or SCHUFA Holding AG, the respective country company of Daimler AG and EvoBus.

The applicant further agrees that in the event of non-payment, MSC will inform the contractual partner whose claim MSC has settled on behalf of the applicant, as well as the Daimler AG country company responsible for the applicant and/or its supporting dealers, general agents or service partners, for the purpose of debt collection.

Credit notes, information and advice on products and services

The applicant agrees that when a credit note is issued to his ServiceCard or Full Service Card, the company granting the credit note will be informed of the use of the respective credit note in order to inform the applicant of offers during the period of validity of the credit note.

The applicant agrees that the application data and data on the application status may be processed and used by UTA and MSC for written information and advice about products and services of UTA, MSC, Daimler AG and its affiliated companies, authorized sales and service partners, as well as for purposes of market research.

This data is also used by UTA, MSC, Daimler AG, their respective national sales companies, general agents and authorized sales and service partners for the purpose of excluding contacts with product information about the ServiceCard or Full Service Card, which is of no interest to the applicant. For these purposes, the data may be transmitted to Daimler AG, its respective national sales company, its general agents, authorized sales and service partners and market research institutes.

Contact can also take place by email. Applicants may object to the use of their e-mail address and the use of their application data for advertising purposes and market research by regular mail to MSC or by email to info@mercedesservicecard.com. The revocation or objection will not lead to any costs, except for the costs incurred for the transmission at the basic rate. After the revocation, the applicant can no longer be informed about new products, campaigns or special discounts.

Data Protection Notices for ServiceCard Application

With these notices we inform you about the processing of your personal data by MercedesService Card GmbH & Co. KG and your related rights.

Controller responsible for the data processing

MercedesService Card GmbH & Co. KG
Mainparkstraße 2
D-63801 Kleinostheim/Main
Tel: +49 (0) 6027 5 09-567
Fax +49 (0) 6027 509-77567
Email info@MercedesServiceCard.de
Internet www.MercedesServiceCard.com

Representative of the Controller

Jürgen Beine

Contact details of the Data Protection Officer

Daimler AG
Konzernbeauftragter für den Datenschutz/
Chief Officer for Corporate Data Protection
HPC G 353
D-70546 Stuttgart
Email data.protection@daimler.com

Purposes and legal bases of the data processing

We process your personal data in consideration of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG) as well as the sector-specific regulations (special laws) containing relevant data protection provisions.

a. For the fulfillment of contractual obligations (Art. 6 1 lit. b GDPR)

Upon application for a customer relationship with UNION TANK Eckstein GmbH & Co. KG, we as supporting instance process the information provided by you for the conclusion of the contractual agreement.

1. Data processing within the scope of a business relationship

If a contract is concluded with UNION TANK Eckstein GmbH & Co. KG, we process your data for the contractual performance. The personal data processed includes master data (e.g. company name, company form, company address), data of a central contact person, as well as all data, which we require from you for billing purposes (e.g. VAT ID, bank data) within the scope of the contractual relationship. This also includes processing processes, which take place in connection with the sending of acceptance media.

The conclusion and/or performance of the contractual agreement is not possible without the processing of your personal data.

All processing of your personal data in the aforementioned processing procedures for pre-contractual or contractual purposes is based on Art. 6 1 lit. b GDPR.

b. Due to justified interest of MercedesService Card GmbH & Co. KG (Art. 6 para. 1 lit. f GDPR)

We also process your data for purposes beyond the actual fulfillment of the contract in order to protect our legitimate interests and those of third parties. This processing takes place on the basis of Article 6 para. 1 lit f GDPR. This processing includes:

2. Use of data in the event of payment default

In the event of payment default we can assign claims to third parties. In doing this, all required data is transferred to the respective third party (e.g. collection company) to the extent required for the handling of the collection processing.

3. Credit management

When issuing a credit note (e.g. to a Mercedes ServiceCard), we share all relevant information about the use of this credit note with the company issuing the credit (e.g. Daimler AG). This is done in order to inform you about offers during the validity period of the credit note.

4. Assessment of the economic risk to be assumed (credit check)

The conclusion of a new business relationship and monitoring of existing customer relationship – in particular in the event of payment default – is based on an assessment of the payment default risk using a scientifically recognized mathematical method (**credit check**). For this, the personal data needed for the credit check (last name, first name, address, email address, phone number, bank data) is sent to a credit agency. For the credit check, the credit agency determines a statistical probability for payment default (**profiling**), which is expressed by a so-called "score". The result is then personally examined by us and evaluated by an employee of MercedesService Card GmbH & Co. KG under the aspect of possible consequences for the business relationship. If the score indicates that the statistical probability of non-payment is too high, it is possible that we will not enter into a contractual relationship with you.

MercedesService Card GmbH & Co. KG uses the following collection agencies for the performance of the credit check:

Coface Rating GmbH, Isaac-Fulda-Allee 1, 55124 Mainz and/or SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden.

In the event of questions please contact our customer service under info@MercedesServiceCard.com.

A fully automated rating does not take place.

5. Measures for business management and further development of own products and services

Internal monitoring for control of existing business relationship.

6. Review and optimization of procedures for requirements analysis and direct customer approach; incl. internal customer segmentation

c. Based on consent declarations (Art. 6 1 lit. a GDPR)

If you have given us your consent to process your personal data for certain purposes (see details below), this legitimacy of this processing is established on the basis of your consent. Consent can be revoked at any time. This also applies to the revocation of consent declarations issued to us before the GDPR effective date, i.e. before May 25, 2018. Please note that the revocation

Data Protection Notices for ServiceCard Application

of consent is only effective for the future. Any processing done before the revocation is not affected by this.

If you wish to exercise your revocation right, you can send us an email to info@MercedesServiceCard.com or send your revocation to us by regular mail.

7. (Personal) guarantees

In the case of personal guarantees by third parties (third party guarantors), together with UNION TANK Eckstein GmbH & Co. KG we process all necessary personal data and information about the economic and financial circumstances of this third party.

d. For the fulfillment of legal obligations in connection with Article 6 1 lit. c GDPR

In the framework of financial processes and for the fulfillment of legal archiving requirements

Categories of recipients of personal data

Within the company, all departments which require access to your data in order to fulfill our contractual and legal obligations are granted access to it.

Contractual service providers and vicarious agents may also come into contact with your data. Within the scope of an order processing system, these partners are contractually obligated by us to comply with data protection instructions and support MercedesService Card GmbH & Co. KG during the realization of the business relationship with you.

In special constellations we process your personal data together with cooperation partners. Each party processes your data exclusively for a specific purpose and within the framework of shared responsibility. This contract structure is provided in the framework of:

1. Sales partnerships,
2. Activities with internal group companies or affiliated companies,
3. Accounting services.

External service providers

Within the scope of the performance of our contractual obligations, we utilize external service providers in some cases. We use these for the services: Credit information, logistics services, reimbursement services, collection procedures, billing of service payments in the expense reimbursement procedure, online authorizations, breakdown services.

In all the above cases, we ensure that third parties only receive access to personal data which is required for the performance of individual tasks.

Other recipients

Moreover, we may transmit your data to other recipients, such as public authorities, for the fulfillment of legal notification obligations, such as social insurance carriers, tax authorities or law enforcement authorities.

Very important: MercedesService Card GmbH & Co. KG will not sell your data to third parties under any circumstances.

Processing Employee Data

As the customer, you ensure that UNION TANK Eckstein GmbH & Co. KG and MercedesService Card GmbH & Co. KG may collect, process and use all data on your employees / third parties received on the basis of this contract and the single contracts required to fulfill the contract for the purposes of processing and will obtain the consent of the data subjects if necessary.

Data transmission to a third country

If we have your data processed by a service provider outside the EU/EEA area, it will only be processed if the third country has been confirmed to have an appropriate level of data protection by the EU Commission or if other appropriate data protection guarantees are available.

Duration of data storage

Your data will be deleted as soon as it is no longer required for the processing in connection with the purposes referred to above. Among other things, your data may be stored for the period during which claims can be asserted against our company (statutory limitation period - 3 years). In addition, we will store your data if we are legally obligated to do so. These obligations are derived, among other things, from the German Commercial Code and the German Tax Code.

Rights of data subjects

In connection with the processing of your personal data, you have the following rights, which may, however, be limited in accordance with the applicable national data protection law:

1. According to Article 15 GDPR you have the right to **access information** about your personal data stored by MercedesService Card GmbH & Co. KG. This means that you have the right to request confirmation from us as to whether or not personal data concerning you is being processed and, if so, are entitled to access such personal data. The right of access includes, among other things, information about the purposes of the processing, the categories of personal data being processed and the recipients or categories of recipients to whom the personal data has been or will be disclosed. However, this right is not unlimited because your right to information may be limited by the rights of other persons.

You may have the **right to receive a copy of the personal data, which is processed by us**. For additional copies requested by you, we may charge a reasonable fee calculated on the basis of the administrative costs.

The right to information may be limited by Article 34 of the German Federal Data Protection Act ("BDSG").
2. According to Article 16 GDPR you have the right to **order the correction of incorrect data**. This means that you can request us to correct incorrect personal data concerning you. In consideration of the purposes of the processing, you have the right to request the completion of incomplete personal data, including by means of a supplementary declaration.

Data Protection Notices for ServiceCard Application

3. According to Article 17 GDPR you have the right to have **personal data relating to you erased**. This means that under certain circumstances you have the right to request that we erase personal data concerning you and that we are obligated to erase personal data. The right to erasure may be limited according to Article 35 of the German Data Protection Act (BDSG).
4. According to Article 18 GDPR you have the right to **demand restricted processing of your personal data**. This means that - in this case - the corresponding data will be marked and will be processed by us only for certain purposes (e.g. with your consent or to assert legal claims).
5. According to Article 20 GDPR, under certain conditions you have the right to receive the personal data concerning you, which you have provided to us in a structured, current and machine-readable format, and can transmit this data to another person responsible without any constraints imposed by use.
6. If you have issued any consent to MercedesService Card GmbH & Co. KG, you can revoke your consent at any time with effect for the future. Such revocation will not affect the legitimacy of the processing which was carried out on the basis of the consent until the revocation. You can change your consent at any time: Contact us under info@MercedesServiceCard.com.
7. You also have the right to contact the competent data protection supervisory authority, in particular in the EU Member State of your habitual residence or the state, in which a violation of the GDPR alleged.

Mainparkstraße 2
D-63801 Kleinostheim/Main
Tel: +49 (0) 6027 5 09-567
Fax +49 (0) 6027 509-77567
Email info@MercedesServiceCard.de

Change of the Data Protection Declaration

From time to time it may be necessary to update this privacy policy - e.g. due to the introduction of new technologies or new services. We reserve the right to amend or supplement this data protection declaration at any time.

8. **Under certain conditions you have the right to object to our processing of your personal data at any time for reasons arising from your particular situation or if personal data is used for the purpose of direct marketing, and we may be obligated to discontinue processing your personal data.**

In addition, if personal data is processed for direct marketing purposes, you have the right to object at any time to the processing of personal data concerning you for the purpose of such advertising. This shall also apply to profiling, if it is done in conjunction with direct marketing of this kind. In this case, the personal data will no longer be processed by us for these purposes.

To exercise your objection right, please send us an email to info@MercedesServiceCard.com, if possible.

To exercise the above rights, please send us an e-mail at info@MercedesServiceCard.com or contact us under

MercedesService Card GmbH & Co. KG



Data Privacy Notice relating to the UTA New Customer Application

By means of this Notice, we are informing you of how your personal data will be processed by UNION TANK Eckstein GmbH & Co. KG, and of your rights relating thereto.

1. Controller responsible for the processing

UNION TANK Eckstein GmbH & Co. KG
Heinrich-Eckstein-Str. 1
63801 Kleinostheim/Main
Telephone +49 (0) 6027 5 09-0
Telefax +49 (0) 6027 509-77177
Email info@uta.com
Internet www.uta.com

The controller's representatives

Volker Huber

2. Contact details of the data protection officer

You can contact our data protection officer by post at the address given above, adding the words "Data Protection Officer", or by email at:

datenschutz@uta.de

3. Purposes and legal bases of the processing

We shall process your personal data with due regard being given to the EU General Data Protection Regulation, to the Bundesdatenschutzgesetz (BDSG) [German Federal Data Protection Act] and to sector-specific regulations (special laws) containing provisions relevant to data protection.

3a. For the fulfilment of contractual duties (Article 6 (1) b GDPR)

If you apply for a customer relationship with UNION TANK Eckstein GmbH & Co. KG, the data that you provide will be processed by us for concluding a contract and for assessing the economic risk to be taken on by us.

- Data processing within the framework of a business relationship

If a contract is concluded, we shall process your data for the purpose of carrying out the contractual relationship. The personal data processed in this respect will encompass master data (e.g. company name, business name, address), details of a central contact person and data that we need from you for billing purposes (e.g. VAT ID no., banking details) within the framework of the contractual relationship. This will also include processing operations that take place in connection with the sending of acceptance media.

Without processing of your personal data it would not be possible to conclude or carry out the contractual relationship.

- Use of data in the event of default in payment

In the event of default in payment, we may assign claims to third parties. In this respect, all essential data will, to the necessary extent, be handed over to the respective third party (e.g. debt collection company) for the purpose of handling the debt collection procedure.

3b. Ordering products & services (Article 6 (1) b GDPR)

If products and/or services in the categories set out below are ordered and used, it may be necessary to process further personal data in addition to the aforementioned data. This data will essentially encompass:

- acceptance media (service cards, toll boxes)

vehicle-related data (e.g. vehicle keeper or lessor, car registration number), driver details (shipping address, if different, or name imprinted on the service card),

- digital services (UTA exclusive customer area, e-invoicing, electronic data output, UTA Station Finder app)

electronic contact details (email address) for information on a new billing document or for transferring billing details or in the course of the creation of new users of the UTA exclusive customer area or in the event of use of the feedback feature within the UTA Station Finder app. Within this app, we shall, furthermore, process your location data in order to be able to indicate to you the nearest acceptance point.

- (toll) registration procedure

customer master data for validation purposes (e.g. company master data), processing of all data required by the acceptance system operator (varies depending upon the acceptance system).

In the course of the registration procedure for using selected toll acceptance systems, or if third-party service cards are issued by UNION TANK Eckstein GmbH & Co. KG, we shall, without exception, process the personal data that is mandatorily required by the acceptance partner / system operator. For legitimising your details communicated to us in the course of the registration process, it may be necessary to prove these details to acceptance partners/system operators by means of corresponding documents (e.g. the vehicle registration document).

In order to be able to fully assist you with possible queries or in cases of enforcement by the toll acceptance system operator or by national enforcement bodies, we shall store all data provided by you in the course of the registration procedure, also internally.

- credit management

When credit is issued (e.g. on a Mercedes ServiceCard), we shall share all relevant information on the consumption of this credit with the company granting the credit (e.g. Daimler AG). This occurs in order to be able to inform you of offers within the validity period of the credit.

All processing of your personal data in the course of the aforementioned processing procedures for precontractual or contractual purposes will be based on Article 6 (1) b GDPR.

3c. On the basis of a legitimate interest of UNION TANK Eckstein GmbH & Co. KG (Article 6 (1) f GDPR)

Beyond the actual performance of the contract, we shall also process your data in order to protect legitimate interests of ours and third parties. Such processing will be based on Article 6 (1) f GDPR. This processing encompasses:

- assessment of the economic risk to be taken on (ascertainment of credit standing)

To complete the initiation of a transaction and monitor an existing customer relationship, in particular in the event of default in payment, we shall make use of the support provided by credit reference agencies. These will assess the risk of default on the basis of existing information, including your personal data among other things. The result will be personally viewed at our company again and be assessed by an employee of UNION TANK Eckstein GmbH & Co. KG in respect of possible consequences for the business relationship.

No fully automated rating will take place.

- marketing for our own products and services

If we are not given the names of any specific contact persons for promotional targeting, we shall use the given details of the central contact person and shall, within the framework of the contractual relationship, inform you of products and services of UNION TANK Eckstein GmbH & Co. KG and our affiliates.

You may at any time, with effect for the future, revoke your consent to the passing-on of your data.

The processing of your data for the protection of our legitimate interests may also include:

- measures relating to business management and the further development of our own products and services

internal monitoring for controlling the existing business relationship.

- prevention

In order to preventively avoid criminal offences, we shall monitor the usage behaviour and use of your acceptance media.

- checking and optimising procedures for needs analysis and direct customer targeting, including internal customer segmentation

3d. On the basis of consent (Article 6 (1) c GDPR)



Data Privacy Notice relating to the UTA New Customer Application

Insofar as you have given us your consent to the processing of your personal data for certain purposes (see details below), this processing will be lawful on the basis of your consent. Consent given may be revoked at any time. This also applies to the revocation of any consent given to us prior to the entry into effect of the GDPR, i.e. prior to 25 May 2018. Please note that revocation will only be effective for the future. It will not affect any processing carried out prior to revocation.

- subscribing to the newsletter for promotional targeting

Newsletters will be sent to you only on the basis of separate consent.

- (personal) guarantees

In the case of personal guarantees given by third parties (third-party providers of security), UNION TANK Eckstein GmbH & Co. KG will process all necessary personal data along with information on the economic and financial circumstances of such third party.

3e. For fulfilling statutory obligations in connection with Article 6 (1) c GDPR

In the course of fiscal processes and for fulfilling statutory archiving requirements.

4. Categories of recipients of personal data

All departments of the company that absolutely need your data for performing our contractual and statutory duties will receive access to your data.

Contractually bound service providers and agents may likewise come into contact with your data. These partners have been placed under a corresponding contractual obligation to comply with the directives under data protection law within the framework of commissioned processing and will support UNION TANK Eckstein GmbH & Co. KG in the implementation of the business relationship.

We use commissioned processors for, among other things, the following services: support/servicing/development of IT applications, call centre services, data destruction and disposal, sending of advertising material, website hosting, website design, lettershop, building security, address data validation, driving licence checks, process support (24/7), online authorisation, breakdown services.

In special circumstances, we shall process your personal data together with cooperation partners. In this respect, each party will process your data exclusively for a specific purpose and within the framework of shared responsibility. This type of contract exists within the framework of:

- Sales partnerships / Models of cooperation

In models in which the cooperation partners involved are in an independent contractual relationship with you, we may exchange data within the cooperation. The respective processing of your data including the further processing of previously exchanged data by each cooperation partner is based on the direct contractual relationship with you. There is no further obligation to inform about the data processing by the cooperation partner at this point, since we can assume that you have been comprehensively informed about the processing of your data by the cooperation partner in the context of the separate contractual relationship with the cooperation partner. There is no authority to issue instructions to the respective cooperation partner.

- activities with intra-group companies or affiliates

- billing services

External service providers In the course of performing contractual duties, we shall, in part, use the services of external service providers. We use such service providers for the following services: credit reports, toll registrations, logistics services, refund services, debt collection procedures, billing of service procurements under the expenditure reimbursement procedure.

In all aforementioned cases, we ensure that third parties only receive access to the personal data needed for the performance of their individual tasks.

Further recipients

Moreover, we may transfer your data to other recipients, e.g. public authorities for the fulfilment of statutory duties to notify, such as social insurance institutions, tax authorities or law enforcement agencies.

Very important: Under no circumstances will UNION TANK Eckstein GmbH & Co. KG sell on your data to third parties.

5. Data transfer to a third country

If we have your data processed by a service provider outside of the EU/EEA, the processing will take place only insofar as the EU Commission has confirmed that the third country concerned has an adequate level of data protection, or insofar as other adequate data protection safeguards exist.

6. Duration of data storage

Your data will be erased as soon as it is no longer needed for processing for the aforementioned purposes. In this respect, it may occur that, among other things, your data will be stored for the period during which claims could be asserted against our company (statutory limitation period - 3 years). Additionally, we shall store your data insofar as we are legally obliged to do so. These duties are derived from, inter alia, the HGB [German Commercial Code] and the AO [Tax Code].

7. Rights of the data subject

At the aforementioned address, you may at any time demand information about the data stored concerning you.

Additionally, you have the right to rectification or erasure, the right to restriction of processing and the right to object.

8. Right to lodge a complaint

You have the right to lodge a complaint with the aforementioned data protection officer or a data protection supervisory authority. The data protection supervisory authority that has jurisdiction over us is:

Bayerisches Landesamt für Datenschutzaufsicht [Bavarian State Office for Data Protection Supervision]

Promenade 27
91522 Ansbach



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.