

## GENERAL TERMS OF BUSINESS OF MERCEDES SERVICECARD GMBH & CO. KG

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### 1. Scope of application and amending the General Terms of Business

- a. These General Terms of Business apply to the entire contractual relationship between Mercedes ServiceCard GmbH & Co. KG, Mainparkstr.2, 63801 Kleinostheim ("MSC"), and the MSC customer ("customer") in the currently valid version. After termination of the contractual relationship, these General Terms of Business shall continue to apply until the business relationship has been fully concluded. Contradictory or deviating conditions presented by the customer are not binding, even if MSC executes the contract without explicitly objecting to them. This version supersedes all previous versions of the General Terms of Business.
- b. The business relationship between MSC and the customer is based on an agreement between the customer and MSC ("customer contract"), which is concluded upon MSC's acceptance of the customer's card application, but no later than upon use of the authentication media sent by MSC to the customer (in particular service cards, see Section 3 below). These General Terms of Business form an integral part of the customer contract.
- c. MSC is entitled to amend the General Terms of Business with effect for the future, insofar as this is necessary for valid reasons, i.e. due to changes in laws or supreme court judgments, technical adaptations, new organizational requirements for public transport, regulatory loopholes in the General Terms of Business, changing market conditions, or other similar reasons, and provided that any amendments do not unreasonably disadvantage the customer. MSC shall inform the customer of this in writing. The current General Terms of Business are provided at <https://www.mercedesservicecard.de/en/gtc>. If the customer (a) does not object to the respective change within six (6) weeks of receiving the change notification in writing, or (b) uses the contractual service of MSC after the specified date on which the change enters into force, this shall be deemed to be consent to the change. In the respective change notification, MSC shall specifically draw the customer's attention to this supposed consent and their right to object, as well as to the consequences of further use.

### 2. Availability and accessibility

MSC's customer service can normally be reached Monday to Friday, from 8:00 a.m. to 6:00 p.m. (except German public holidays).

### 3. MSC service partners

- a. MSC allows its customers to make use of services related to operating a Daimler Truck Group brand commercial vehicle. These services are provided by service partners that are contractually affiliated with MSC ("MSC service partners"). This includes the purchase of services related to, e.g. repairs, parts, maintenance, or emergency roadside assistance, and other vehicle-related services.
- b. MSC is constantly striving to expand its network of MSC service partners and authentication points. The MSC authentication network is naturally subject to change, and MSC cannot guarantee that specific MSC service partners or authentication points will remain part of the MSC authentication network.

### 4. Authentication media

- a. MSC shall provide the customer with authentication media that the customer can use for authentication when using a cashless system to purchase services from MSC service partners. Authentication media include, in particular, service cards and applications used with mobile devices.
- b. MSC allows its customers to purchase, using cashless systems, and make use of services related to operating a commercial vehicle and offered through MSC. These services are provided by contractually affiliated service partners and their service centers. The customer must ensure that the authentication media provided to it by MSC are used only in accordance with the contract and by authorized persons who purchase vehicle-related services from MSC service partners ("authorized users").
- c. The customer is not authorized to provide authentication media to third parties or to obtain services for third parties using authentication media. Third parties also include subcontractors or Group companies. The authentication media are for commercial purposes only. Private use is not permitted.
- d. All authentication media remain the property of MSC. The authentication medium must be kept in a safe place and protected from access by unauthorized third parties. Under no circumstances must authentication media be stored in an unattended vehicle.
- e. MSC service partners are authorized to review the authorization for the owner of the authentication medium. To do so, the MSC service partner may have the owner of the authentication medium present official identification, the vehicle registration or comparable document, the vehicle rental agreement, or similar. The MSC service partner may also refuse delivery and performance if it suspects that the respective authentication medium is being used without authorization or has expired or been blocked.

### 5. Provision of services

- a. MSC shall provide the customer with the services of the MSC service partner. To do so, a contract is concluded directly between the MSC service partner and the customer. MSC shall

execute this contract within the framework of an agency relationship with the customer on their behalf, i.e. MSC shall pay the consideration owed to the MSC service partner on behalf of and for the account of the customer, and MSC shall become entitled to advance payment and reimbursement of expenses from the MSC service partner with respect to the customer (expense reimbursement procedure).

- b. For the purchase of MSC service partner services, the provisions agreed between the MSC service partner and the user of the authentication medium authorized by the customer shall apply (i.e. General Terms of Business of the MSC service partner generally apply), unless otherwise agreed in Section 8 below. The customer is not entitled to arrange changes with the MSC service partner at the expense of MSC.
- c. The customer must submit any complaints to the MSC service partner without delay. MSC must be informed of this. Complaints that are not remedied by the MSC service partner must be reported to MSC in writing without delay.
- d. The customer is obliged to settle all claims for reimbursement of expenses arising from any agency agreements concluded in accordance with Section 5a, in each case at the nominal amount of the claim, plus any fees and other costs agreed in accordance with Section 9 of these General Terms of Business.
- e. Neither MSC nor the MSC service partner are obligated to provide services before conclusion of a single contract for a service. Furthermore, in the case of a single contract concluded for a service, there is no obligation to perform in the event of force majeure, non-delivery by upstream suppliers, or changes in the network of MSC service partners if these changes make delivery impossible or difficult.

## 6. Customer transaction limit

- a. MSC specifies certain transaction limits for the customer (in total and/or for individual authentication media). The transaction limit is the maximum amount up to which the customer is permitted to make use of services. MSC is not always able to ensure that the purchasing of services will be prevented if the transaction limit is exceeded.
- b. MSC is authorized:
  - aa. If the customer's creditworthiness deteriorates
  - bb. If the customer fails to fulfill their obligations pursuant to Section 7
  - cc. If the customer is in default of payment or
  - dd. If the customer is unable to provide evidence that they will remain creditworthy

to unilaterally reduce the transaction limits, at its reasonable discretion, in accordance with Article 315 of the German Civil Code (BGB). The statutory rights of MSC, in particular pursuant to Article 321 BGB, remain unaffected.

## 7. Disclosure and reporting obligations of the customer

- a. MSC is entitled to obtain information about the customer from credit agencies and credit institutions.
- b. The customer is obliged to inform MSC immediately in writing of all circumstances that will affect their creditworthiness or other aspects of contract performance.

This also applies if these circumstances change after conclusion of the customer contract. Accordingly, the customer must inform MSC in particular about:

- aa. A change of company owner (owner of their company), the departure or addition of shareholders, the departure or addition of company representatives, a change in their bank details, the legal form of their company, a change of address, a change in electronic communication methods, and/or a change or stop to

business operations (indicating the future contact information of the owners and managing directors)

- bb. A change in license plate number or vehicle.
- In the event of a change, the customer must return authentication media to MSC, in particular, if the vehicle's license plate number changes, if the vehicle is decommissioned or sold, or if the customer's company changes.
- c. The customer is also obliged to inform MSC, without being requested to do so, of all VAT numbers issued to them in the course of VAT registration in EU and EFTA countries ("VAT identification number" and/or "tax numbers for VAT purposes" with or without "appointment of a fiscal representative"), as well as of any changes to the information provided in these VAT registrations, in writing, and to provide official proof of such changes outside its country of residence. Customers based outside the EU are obliged to provide proof of their commercial activities by submitting a certificate from their respective financial administration (so-called commercial activities certificate) or similar, stating their tax number for VAT purposes.
  - d. The customer shall be liable for all damages and expenses incurred by MSC due to the late provision of information in accordance with Section 7c.

## 8. Poor performance of MSC service partners

- a. If the performance of an MSC service partner is deficient or another breach of contract exists, the customer's claims shall be made against the MSC service partner directly.
- b. Irrespective of the contracts concluded in accordance with Section 5, the customer must notify the MSC service partner of any insufficient performance on the part of the MSC service partner, in writing, as follows:
  - aa. Within 24 hours of receiving the service in the case of identifiable defects
  - bb. Within 24 hours of discovering the defect in the case of unidentifiable defects

The customer must send MSC a copy of the notification. Further obligations of the customer arising from contracts concluded in accordance with Section 5 (and thus generally the General Terms of Business of the MSC service partner) shall remain unaffected.

## 9. Fees and other costs

- a. The customer must reimburse MSC for any other costs, such as dunning/collection fees, incurred by MSC due to reasons for which the customer is responsible. If the customer does not reimburse these costs, MSC may permanently deny them from using authentication media and terminate the contractual relationship.
- b. The customer shall bear all costs associated with payment transactions, e.g. transaction costs and currency costs.

## 10. Correct invoicing, billing, and payment

- a. The customer becomes obliged to submit payment for services provided by MSC and/or the MSC service partner when these services are used.
- b. MSC generally invoices any services purchased by the customer every two weeks (by the 15th and end of the month).
- c. Payment provided by the customer to MSC must be made in EUR. Invoices from MSC service partners that are not issued in EUR will be converted into EUR. The exchange rate of the European Central Bank, on the day on which MSC posts the invoice from the MSC service partner, is used to do so. The customer is not permitted to use other conversion rates.

- d. Invoices can be issued electronically or, in exceptional cases, in paper form (by mail).
- e. The customer must pay MSC invoices within 20 days. MSC may arrange different payment terms in individual cases.
- f. The customer must check MSC's invoice without delay upon receipt. Furthermore, the customer must submit objections arising from any disputed information on the invoice as well as a full justification for this. If the customer does not submit this objection within 8 weeks of invoice receipt, the invoice shall be deemed to have been approved, unless it was impossible for the customer to verify the invoice through no fault of their own. MSC points out this legal consequence specifically in its billing statements.
- g. If the customer does not pay a claim from MSC within the agreed payment terms, e.g. due to non-payment of direct debits, the customer will be immediately considered to be in default. The right to claim damages arising from default remains unaffected. The customer shall not be in default if the service is not provided as a result of circumstances for which the customer is not responsible.
- h. If a third party provides the service for the customer, MSC may object to this and refuse performance of the service on the part of the third party, if the customer does not object to performance of the service by the third party.
- i. MSC offers the customer the option of making payments by bank transfer or by SEPA direct debit. MSC shall provide the customer with advance notice no later than one (1) banking day prior to initiating the respective direct debit. The customer must specify MSC's billing account for all repayment claims. The customer authorizes MSC to make repayment to the current billing account. MSC is entitled to offset its own claims with respect to the customer against these repayment claims.

## 11. Notification obligation and liability if unauthorized authentication medium is used

- a. If the customer discovers an incident involving loss, theft, improper use, or any other unauthorized use of any authentication media used by them, or if there is there is good reason to suspect such, the customer must inform MSC, or its legal representatives or vicarious agents, of this incident without delay, stating their customer and authentication medium number, vehicle registration number, country, location, time, and type of incident ("block notice"). Block notices can be provided by phone, email, or in writing to the contact person provided to the customer for purposes of block notices (see in particular <https://www.mercedesservicecard.de/en/support/>). The block notice is deemed to have been received as soon as the customer has provided all the information required for the identification check.
- b. The customer must also immediately report any theft or misuse of authentication media to the corresponding law enforcement authority. The customer must provide MSC with a copy of the notification.
- c. The customer shall be liable until the block notice is added, pursuant to Section 12a, to the MSC authorization system (block notices must be added without delay, but no later than two (2) hours after receipt of the notice) for all of MSC's claims arising from transactions conducted via misuse of the authentication medium. The customer is also liable for claims, despite the block notice being added to the MSC authorization system, if the customer is responsible for the misuse of the authentication medium. This shall apply in particular if the customer has breached their obligations to handle the authentication medium in accordance with Section 4, or if the

customer has otherwise made misuse possible through intentional or negligent breach of their contractual obligations. If MSC has not done everything reasonably possible, using the technical systems in place, to avoid misuse, it shall be considered to be at fault.

- d. The customer shall also be liable for transactions carried out using a falsified authentication medium, provided that this falsification was made possible by a breach of the customer's obligations in accordance with Section 4.

## 12. Blocking of authentication media

MSC must block the customer's authentication media upon receipt of a block notice from the customer. MSC can block authentication media for objective reasons, taking into account the legitimate interests of the customer. The customer will be informed immediately of any blocks. An objective reason exists in particular if:

- a. There are indications of (probable) misuse
- b. The transaction limit pursuant to Section 6 is exceeded
- c. The customer is in breach of their obligations under the customer contract (including these General Terms of Business).

## 13. Limitation of liability

- a. MSC shall be liable without limitation for loss of life, bodily injury, or damage to health resulting from any intentional or negligent breach of obligations on the part of MSC. MSC shall also be liable without limitation for other damage arising from any intentional or grossly negligent breach of obligations on the part of MSC.
- b. MSC shall only be liable for damages resulting from simple negligent breach of such obligations, which are essential for correct performance of the contract and on whose fulfillment the customer relies or may rely (cardinal obligations), to a limited extent of the damage typically foreseeable.
- c. Other damage claims are excluded subject to Section 13d below.
- d. Limitations and exclusions of liability in accordance with Section 13 shall not affect MSC's liability, pursuant to the statutory requirements of the German Product Liability Act (Produkthaftungsgesetz), as a result of the fraudulent concealment of a defect and the assumption of a guarantee for the quality of an item.
- e. Section 13 applies to any claim by the customer against MSC regardless of its legal basis, in particular for contractual and tortious liability.
- f. Insofar as liability for MSC is limited or excluded in accordance with Section 13, these limitations or exclusions also apply to the personal liability of MSC's employees, legal representatives, and vicarious agents in the event of a direct claim made by the customer.
- g. MSC is not liable for damages for which it is not responsible, e.g. in the event that a system fails or the emergency services control center is not available.

## 14. Termination and end of contract

- a. The customer contract shall run for an indefinite period until it is terminated by one of the parties in accordance with this Section 14.
- b. The customer can ordinarily terminate the customer contract, in whole or in relation to individual authentication media, with a notice period of thirty (30) calendar days to the end of the month. There is no need to provide justification.
- c. MSC can ordinarily terminate the customer contract, in whole or in relation to individual authentication media, with a notice

period of thirty (30) calendar days to the end of the month. There is no need to provide justification.

- d. The right of each party to terminate the customer contract for good cause, in whole or in relation to individual authentication media, remains unaffected. Good cause for termination by MSC exists in particular if:
  - aa. An authentication medium is repeatedly misused
  - bb. MSC's claims remain unpaid despite being due and reminders issued
  - cc. The agreed direct debit order or SEPA direct debit mandate is canceled
  - dd. The customer's creditworthiness deteriorates, or the customer fails to fulfill their obligations in accordance with Section 7
- e. If the customer has a credit balance as part of credit management plan, this credit balance shall be forfeited immediately upon termination of the customer contract.
- f. Any notice of termination must be given in writing and shall take effect upon receipt.
- g. On the effective date of termination, the customer must cease using the respective authentication media and return it to MSC without delay or destroy it at MSC's request.

## 15. Data protection

- a. MSC only processes personal data within the framework of data protection regulations (in particular the GDPR and the BDSG) and for its own purposes (in particular to provide the services required under the customer contract). Subject to permissibility under data protection law, this also includes the sending of personal data to third parties (e.g. MSC service partners).
- b. MSC is entitled to process the customer's master data and transaction data as well as that of its contact persons and employees (e.g. drivers), provided that this is necessary to provide the standard level of support and/or to ensure the correct performance of services. In doing so, MSC sends the data, which is generated through business transactions and sent by the customer to MSC (including personal data under certain circumstances) for a specific purpose, within the Daimler Truck Group in particular (e.g. to other Daimler Truck companies or general distributors), with the customer's consent granted upon conclusion of this customer contract. Data, e.g. companies, addresses, and information about business transactions conducted, is passed on in order to fulfill contractual obligations and to improve service offerings for the customer. All processing, including the sending of personal data, is carried out in accordance with statutory requirements on data protection. When sending personal data to MSC, the customer ensures that they are authorized to do so. If relevant, the customer is obliged to conclude a separate order processing agreement with MSC (e.g. for personalized authentication media). The current privacy notice for MSC card applications is published at [https://www.mercedesservicecard.de/media/ka\\_ds\\_en.pdf](https://www.mercedesservicecard.de/media/ka_ds_en.pdf).
- c. The customer undertakes to inform authorized users, as well as other persons working for them whose data MSC processes, of MSC's privacy policy.

## 16. Applicable law and place of jurisdiction

- a. German law shall apply to these General Terms of Business and the contractual relationship with the customer as well as to all resulting or related claims, including tort claims, to the exclusion of the conflict of laws provisions applicable under

this law as well as the UN Convention on Contracts for the International Sale of Goods (CISG).

- b. The place of performance and exclusive – including international – place of jurisdiction for all disputes arising from or in connection with the customer contract, including tortious claims, is Aschaffenburg, Germany. Overriding statutory provisions, in particular for exclusive jurisdictions, remain unaffected.

## 17. Miscellaneous

- a. Should any provision of these General Terms of Business be or become invalid, the remaining provisions shall retain their validity.
- b. The customer may offset any claims from MSC against their own claims only if their counterclaim is undisputed or has been confirmed by non-appealable decision, or if counterclaims relate to the same legal relationship. This also applies to the customer's assertion of rights of retention.
- c. No verbal ancillary agreements have been entered into.
- d. If these General Terms of Business require documentation, declarations can be submitted in writing or electronically, e.g. by email.
- e. The German version of these General Terms of Business shall also apply to business relationships with foreign customers. The translation of this document into the language of the customer's country, or into the English language, and then provided to foreign customers, constitutes a specific, though legally non-binding, service of MSC and is intended to improve understanding. In the event of a disputed interpretation, the German text always takes precedence.

This notice is intended to inform you about how Mercedes ServiceCard GmbH & Co. KG processes your personal data and explain your related rights.