

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:
a) Full Service Cards and Service Cards for which the respective PIN Code is required for authorisation of supplies.
b) Service Cards for which a PIN code is not required for authorisation of supplies.
The aforesaid UTA Service Cards (hereinafter referred to as "SC") entitle the Customer and his agents to procure various goods and services related to the vehicle at points of acceptance in the UTA Service Partner network in line with the SC category. 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**
a) Supplies and services are generally provided to UTA customers in the name and for the account of UTA based on the respective contracts between UTA and the UTA service partners. By using the SC at points of acceptance recognised by UTA the UTA customer identifies himself as a representative acting on behalf of UTA.
As proof of receipt of the supplies or services, the UTA customer will receive a delivery note. This delivery note is not suitable for tax purposes.
b) 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.
c) 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.
d) 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. **Proper invoicing and compensation**
UTA issues invoices on a bi-monthly basis (which shall include any statutory amount of value added tax due) in respect of supplies and services received by UTA customers. 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) and/or the supra-regionally valid list prices, the prices charged by service partners and the tolls due.
UTA usually issues its invoices in the currency valid in the country where the supplies and services are provided. However, the agreed payment currency may vary.
UTA shall invoice service surcharges and fees in accordance with the corresponding valid list. 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**
a) 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.
b) 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.
c) The SC must not be given to any third person or corporate entity (e.g. subcontractor or group company) for use.
7. **Blocking of a Service Card, notice of termination and card return**
a) 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.
b) 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.
c) 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**
a) 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.
b) 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**
a) 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 9 (nine) 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.
b) UTA shall be entitled to call for appropriate security from the Customer.
c) 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**
a) Complaints regarding the quality and/or quantity of supplies and services shall, in the event of identifiable defects, be notified in writing immediately, but within 24 hours at the most, of receipt/acceptance of such supplies and services – and in the event of hidden or unidentifiable defects within 24 hours of discovery of the defect – to both UTA and, within the same period of notice, to the corresponding UTA service partner on behalf of UTA. Otherwise, the relevant supplies/services shall be considered as approved.
b) 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.
c) 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.
d) 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 Mercedes ServiceCard 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.