

**Special conditions electronic commerce**  
**DKV EURO SERVICE GmbH + Co. KG**  
**(as of June 2021)**



**1. SCOPE OF APPLICATION OF THESE SPECIAL CONDITIONS**

- 1.1. The Special Terms and Conditions "Electronic Business Transactions" shall apply in addition to the respectively valid General Terms and Conditions (hereinafter also referred to as "GTC") of **DKV EURO SERVICE GmbH + Co. KG** (hereinafter also referred to as **DKV**), Balcke-Dürr-Allee 3, 40882 Ratingen, for **online ordering transactions of deliveries and services** by customers via DKV's online ordering channels.
- 1.2. All offers of supplies and services are directed exclusively to customers who have reached the age of 18 and are entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB).
- 1.3. Deliveries and services ordered online shall be provided - subject to the special provisions on the conclusion of contracts in Section 2 of these Special Terms and Conditions - on the basis of DKV's General Terms and Conditions valid at the time. The currently valid GTC can be accessed at [www.dkv-euroservice.com/agb](http://www.dkv-euroservice.com/agb) and are also available as part of the online ordering process.

**2. CONCLUSION OF CONTRACT, CORRECTION OF INPUT ERRORS, CONFIRMATION OF RECEIPT**

For online orders, the following provisions shall apply to the conclusion of the contract - in deviation from the provisions of the GTC mentioned in section 1.3:

- 2.1. The deliveries and services presented on our websites and/or online platforms as "available for online order" do not constitute a legally binding offer to conclude a corresponding purchase and/or service agreement by DKV, but merely represent non-binding information on online orderability in electronic business transactions, in the sense of a so-called invitatio ad offerendum (invitation to submit an (online) offer by the Customer).
- 2.2. All information on deliveries and services in brochures, advertisements, etc. - also with regard to prices - are non-binding and subject to change without notice, unless a binding assurance is expressly given.
- 2.3. An online order by the customer is bindingly triggered by clicking the electronic control panel (send button) "order with costs" in the "shopping cart" area at the end of the ordering process.

Before clicking on the send button "order with costs", the previously entered data and the contents of the shopping cart can be checked, changed, order quantities changed and/or the order process can be cancelled by leaving the respective B2B online store at any time; any input errors as well as the completeness of the information required for processing the order is ensured by so-called mandatory fields.

By sending the order, the Client submits a binding offer to DKV to conclude a corresponding contract for the deliveries and/or services selected in the shopping cart (Section 145 of the German Civil Code).

- 2.4. After receipt of the purchase offer, the customer will receive an automatically generated e-mail with which the receipt of the order is confirmed electronically (confirmation of receipt). This confirmation of receipt does not constitute an acceptance of the customer's offer in the legal sense; a contract is not concluded by the confirmation of receipt.
- 2.5. Acceptance of the Client's offer to conclude a contract shall be governed by DKV's General Terms and Conditions applicable to the deliveries and/or services ordered (see Clause 1.3), subject to positive confirmation of entrepreneurial status (see Clause 1.2).

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**3. CONTRACT TEXT STORAGE, CONTRACT LANGUAGES, CODES OF CONDUCT, ORDER RESTRICTIONS FOR ONLINE ORDERS**

- 3.1. The GTC and contract texts applicable to orders placed online, including the Special Terms and Conditions "Electronic Commerce", are available to the Customer at any time for retrieval on the DKV website under the link "General Terms and Conditions". In addition, the General Terms and Conditions are available under the link specified in Section 1.3 and the Special Terms and Conditions "Electronic Business Transactions" are available at [www.dkv-euroservice.com/bedingungen-und-richtlinien](http://www.dkv-euroservice.com/bedingungen-und-richtlinien).
- 3.2. The contractual language shall be determined by the language selection option available to the Customer on the respective website or online platform via which online orders can be placed and selected by the Customer. DKV reserves the right to provide the Customer with invoices and delivery bills also in the respective national language, depending on the country of delivery.
- 3.3. The relevant codes of conduct to which DKV has subscribed are provided on the DKV website under the link "Responsibility".
- 3.4. The following delivery restrictions apply:

Delivery or provision of DKV fuel card orders placed via the B2B DKV Webshops can currently only be made to customers who have a delivery address in one of the following countries:



Delivery or provision of DKV BOX EUROPE orders placed via the B2B DKV Webshops can currently only be made to customers who have a delivery address in one of the following countries:



A shipping address in one of the following countries is required to use DKV LapID services:



A delivery address in the following country is required to use the DKV TRA service:



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**4. DATA PROTECTION**

- 4.1. DKV provides its deliveries and services in accordance with the applicable provisions of data protection and/or telecommunications law. Further notes and information on data protection can be found on DKV's website at [www.dkv-euroservice.com/datenschutz](http://www.dkv-euroservice.com/datenschutz).
- 4.2. For our websites and/or online platforms, including the B2B DKV Webshops or other ordering options in electronic commerce, the DKV data protection provisions set forth in Section 4.1 shall apply accordingly.

**5. FINAL PROVISIONS**

- 5.1. If any provision of these Special Conditions is or becomes invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the invalid or unenforceable provision shall be replaced by a new provision that comes as close as possible to the regulatory content of the old provision. The same shall apply if these Special Terms and Conditions contain any gaps requiring regulation.
- 5.2. DKV reserves the right to amend and/or adjust these Special Terms and Conditions "Electronic Commerce" at any time. The current Special Terms and Conditions can be found on the DKV website under the link [www.dkv-euroservice.com/bedingungen-und-richtlinien](http://www.dkv-euroservice.com/bedingungen-und-richtlinien).
- 5.3. The choice of law and place of jurisdiction shall be governed by DKV's General Terms and Conditions as amended from time to time.

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