

**TERMS OF CONTRACT**  
**FOR PRIVATE USERS OF THE PRODUCT**  
**REEV THG-QUOTEN**

**(Status: June 2022)**

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## **Contract terms for private customers for the product reev THG-Quoten (contract terms)**

### **Preliminary remark**

- (A) reev GmbH, registered in the commercial register of the Munich Local Court under HRB 237214 (**reev**), offers various products and services in the field of electromobility, including a software solution that allows private owners of purely battery electric vehicles to have the greenhouse gas emissions reduced through the use of electromobility certified. reev (or a third party commissioned by reev) sells the certificates acquired in this way and gives private owners a share of the proceeds.
  
- (B) The customer is a consumer and owner of one or more pure battery electric vehicles (also referred to as **e-mobilist** in the following contractual conditions) and intends to participate in the proceeds from GHG quota trading.

## 1 Validity

- 1.1 These contractual conditions apply when a consumer orders the product reev GHG quotas and regulate the conditions under which the consumer authorises reev to participate in GHG quota trading with the greenhouse gas emissions reduced by his pure battery electric vehicle.
- 1.2 When ordering the product reev GHG quotas in the reev app, the e-mobilist must expressly agree to these contractual terms and conditions. The contractual terms and conditions apply between reev GmbH and the e-mobilist. The e-mobilist then receives an order confirmation from reev.
- 1.3 These contractual conditions are based on the statutory regulations on GHG quota trading in accordance with § 37a para. 6 of the Federal Immission Control Act (BImSchG) and §§ 5 et seq. of the Verordnung zur Festlegung weiterer Bestimmungen zur Treibhausgasminderung bei Kraftstoffen – 38th BImSchV (38th BImSchV) in the version that came into force on 1 January 2022.

## 2 Definitions

- 2.1 **Battery electric vehicle** means a pure battery electric vehicle within the meaning of § 2 para. 2 of the 38th BImSchV.
- 2.2 **E-mobilist** refers to the owner of one or more battery electric vehicles who wishes to participate in the proceeds from GHG quota trading by using the product reev GHG quotas.
- 2.3 **Quota trader** means a service provider that (i) sells GHG quotas on behalf of reev and (ii) handles the settlement of GHG quota trading with the competent authorities.
- 2.4 **GHG quotas** refer to the greenhouse gas emissions reduced by the e-mobility user's battery electric vehicle, which are certified by reev (or a third party commissioned by reev) with the responsible authority (currently the Umweltbundesamt).
- 2.5 **GHG quota trading** refers to the sale of the customer's GHG quotas to persons who place petrol or diesel fuels on the market and are obliged under § 37a para. 1 and 4 BImSchG to reduce the resulting greenhouse gas emissions.

### **3 Transfer of the right to participate in GHG trading Quota trading**

When ordering the reev GHG quota product, the e-mobilist transfers to reev the right to participate in GHG quota trading with the e-mobilist's agreed battery electric vehicles (designation of a person as a third party within the meaning of §§ 5 para. 1 sentence 2 and 7 para. 5 of the 38th BImSchV).

### **4 Services and obligations of reev**

#### **4.1 Commissioning of a quota trader**

reev commissions a quota trader to participate in GHG quota trading with the battery electric vehicles of the e-mobilist covered by the order confirmation.

#### **4.2 Remuneration**

reev owes the e-mobilist the agreed fee specified in the order confirmation for the transfer of the right to participate in GHG quota trading. The fee is calculated as an annual lump sum per registered battery electric vehicle in accordance with § 7 para. 1 and 3 of the 38th BImSchV less a contribution from the quota trader and reev.

The E-Mobilist warrants that with regard to the transfer of the right to participate in GHG quota trading (i) it is not obliged to charge VAT and (ii) it has not exercised or will not exercise any existing option to opt for VAT. If VAT is nevertheless incurred in respect of the transfer of the right to participate in GHG quota trading, the E-mobilist himself is obliged to pay the VAT from the remuneration received.

#### **4.3 Certification of the battery electric vehicle and participation of the e-mobilist**

In order to participate in GHG quota trading, the battery electric vehicle of the e-mobilist must be certified. The quota trader is responsible for processing the certification with the competent authority (currently the Umweltbundesamt). Certification is carried out on the basis of the information to be submitted by the e-mobilist in accordance with section 5.1. The quota trader forwards this to the competent authority.

#### **4.4 Due date of the quota fee for battery electric vehicles**

reev shall pay the E-mobilist the fee owed in accordance with section 4.2 within four (4) months of the E-mobilist providing the information required in accordance with section 5.1.

#### **4.5 Payment of the quota remuneration**

The quota fee is paid out either by reev itself or by a third party (e.g. the quota trader or a payment service provider commissioned by the latter). If the e-mobilist is offered several payment options when ordering the reev GHG quota product, the e-mobilist is free to choose between them. reev is not obliged to offer the e-mobilist several payment options.

## **5 Obligations of the E- Mobilist**

- 5.1 The e-mobilist enables reev to participate in GHG quota trading for its battery electric vehicles covered by the order confirmation by providing reev with a copy of the current and properly executed registration certificate(s) Part I in accordance with the Vehicle Registration Ordinance via the reev App immediately after ordering the reev THG-Quoten product, but no later than 31 January of the calendar year following the order. The customer shall send reev a new copy if the copy provided is illegible, of insufficient quality or otherwise unsuitable.
- 5.2 In the event that the legal requirements for proof of quota fulfilment to the competent authority are changed, reev will inform the customer of the changed legal requirements. The e-mobilist shall provide reev with the necessary information insofar as this is reasonable.

## **6 Exclusivity**

### **6.1 Guarantee and omission of other transfers**

The E-Mobilist guarantees by way of an independent warranty promise in accordance with § 311 of the German Civil Code (BGB) that it has not designated any person other than a third party to participate in the GHG quota trade with its registered battery electric vehicles.

For the term of the reev GHG quota product, the e-mobilist shall refrain from appointing persons other than third parties to participate in GHG quota trading with its battery electric vehicles.

### **6.2 Legal consequences of breaching the guarantee or making other transfers**

If the quota trader or the competent authority informs reev that the e-mobilist has already designated another person as a third party to participate in GHG quota trading, reev is entitled to refuse payment of the fee for the corresponding calendar year for the respective battery electric vehicles. reev will inform the e-mobilist immediately of such notification by the quota trader or the Federal Environment Agency.

The E-Mobilist shall be obliged to compensate reev for any damage arising from the transfer of the right to participate in GHG quota trading to another party. The nature and extent of the damage to be compensated shall be governed by the statutory provisions of §§ 249 BGB.

## 7 Data protection

- 7.1 In order to fulfil the contract concluded between the e-mobile user and reev, reev processes the necessary personal data of the e-mobile user in compliance with the relevant EU and national data protection regulations (see DPA).
- 7.2 To fulfil the contract, reev uses service providers who are obliged to process personal data in accordance with the provisions of Art. 28 para. 3 GDPR by means of an order processing contract.

## 8 Contract term

- 8.1 The contract term begins with the conclusion of the contract and ends at the end of the calendar year in which the order for the product reev GHG quotas was placed.
- 8.2 The right to terminate the contract for good cause remains unaffected by this.
- 8.3 Any cancellation must be in text form.

## 9 Right of cancellation

### Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the date of conclusion of the contract.

To exercise the right to cancel, you must inform us, *reev GmbH, Theo-Prosel-Weg 1*, +49(0)89 21538970, [info@reev.com](mailto:info@reev.com) by means of a clear statement (e.g. a letter sent by post or e-mail) of your decision to cancel this contract. If you make use of this option, we will immediately send you a confirmation of receipt of such a cancellation (e.g. by e-mail).

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

### Consequences of cancellation

If you withdraw from this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us have chosen a different type of delivery to the cheapest standard delivery offered by us), without undue delay and no later than fourteen days from the day on which we receive notification of your cancellation of this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you have requested that the services should commence during the cancellation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time at which you inform us of the exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

### **End of the cancellation policy**

## **10 Final provisions**

- 10.1 Amendments and supplements to this contract must be made in text form within the meaning of Section 126b BGB in order to be effective. This also applies to a waiver of this text form clause.
- 10.2 Should individual provisions of this contract violate mandatory law in whole or in part or be or become invalid for other reasons, this shall not affect the validity of the remaining provisions. In this case, the contracting parties are obliged to replace the invalid provision with another provision that corresponds to the meaning and purpose of the contract. The same applies to loopholes in the contract.
- 10.3 reev may use the services of third parties to fulfil its contractual obligations.
- 10.4 Note on consumer dispute resolution procedures: The EU Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at <https://ec.europa.eu/consumers/odr> . reev is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.