



Schweizerische Eidgenossenschaft
Confédération suisse
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Swiss Confederation

Federal Department of Finance FDF

Federal Office for Customs and Border Security FOCBS
Policy

Fuel card provider approval contract

between

the **Swiss Confederation**, represented by the Federal Office for Customs and Border Security FOCBS, Taubenstrasse 16, 3003 Bern,

- FOCBS -

and

[Provider's name], **[provider's address]**, represented by [provider's representative],
[address],

- Fuel card provider -

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1 Preamble

The fuel card issued by the Fuel card provider is to be accepted as a means to identify a user liable to heavy vehicle charge (LSVA) for the collection of the distance-related heavy vehicle charge (LSVA). The Fuel card provider ensures the payment of the lump-sum heavy vehicle charge (PSVA) and electronic vignettes (E-Vignette) due by its users (Fuel card holders). The Fuel card provider bears the collection risk in full.

The fuel card is used as a means of collection in the online web shop of the Federal Office for Customs and Border Security (FOCBS) for LSVA, the PSVA and E-vignette (transport charges). When a PSVA ticket or an E-Vignette is purchased, the FOCBS debits the fuel card provider directly with the amount resulting from the sale. In the case of the LSVA, the resulting amount is not known until after the chargeable journey has been completed. Before the journey, the FOCBS obtains an authorisation from the fuel card provider for the expected amount. After the journey, the FOCBS determines the final charge amount in the assessment process and debits this to the fuel card provider with reference to the authorisation. The fuel card provider pays the FOCBS the charges incurred (collection service).

In addition to a user agreement between the user and the fuel card provider, the provision of collection services also require the fuel card provider to be approved for the use of its fuel cards as a means of collection in the FOCBS web shop.

This approval requires, on the one hand, an approval contract (contract) between the FOCBS and the fuel card provider and, on the other hand, an authorisation from the FOCBS (approval decision), which is issued after a successful approval procedure (levels 1-2).

This contract is based on the following legal framework:

- Ordinance of 6 March 2000 on the Performance-Related Heavy Vehicle Charge (Heavy Vehicle Charge Ordinance [HVCO]; SR 641.811), Art. 82;
- Ordinance of the FDF of 15 October 2024 on the inclusion of fuel card providers in the collection of the heavy vehicle charge (Fuel-Card-Provider-Ordinance FDF, 641.811.424).

2 Subject matter

This contract governs the rights and obligations of the fuel card provider and the FOCBS in connection with the collection of the traffic charges. The scope of application of the traffic charges is based on the provisions of the international treaty and the law.

Once the fuel card provider has successfully completed levels 1 and 2 of the approval procedures in accordance with Article 4 paragraph 1 of the FDF Fuel Card Provider Ordinance, this contract shall be concluded for the purpose of regular operations.

Unless expressly referred to, the relationship between the fuel card provider and the user liable to pay the charge is not the subject of this contract.

3 Contract components and order of precedence

The following are integral parts of this contract:

- The fuel card provider's approval decision (Annex 1), once the Fuel card provider has been approved;
- The technical and operational requirements of the Federal Department of Finance (FDF), in accordance with the annex to the Fuel-Card-Provider-Ordinance FDF of 15 October

2024, together with the associated supplements 1 - 3 of 1 December 2024 ([Annex 2](#));

- The list of partners appointed by the Fuel card provider at the time of contract conclusion ([Annex 3](#));
- The cooperation and escalation arrangements ([Annex 4](#));
- The supplementary agreement ([Annex 5](#)), if the parties conclude one.

Amendments concerning the components are incorporated into the contract as addenda signed in writing (section 17 below). The new components replace the old ones.

In the event of discrepancies, the order of precedence of the contract components is as follows (in descending order):

- The approval decision ([Annex 1](#));
- The contract addenda;
- This contractual document, together with the supplementary agreement ([Annex 5](#)) and the cooperation and escalation arrangements ([Annex 4](#));
- The technical and operational requirements of the FDF ([Annex 2](#)).

4 Conditions for the conclusion and termination of the contract

The conclusion of this contract is conditional on the Fuel card provider having successfully completed levels 1 to 2 of the approval procedure.

5 Fuel Card provider representations

The Fuel card provider represents to the FOCBS that:

- a) it is duly established and effectively in existence and is entitled by law and the company articles to conclude the contract without contravening official orders;
- b) its ownership structure corresponds to the information provided to the FOCBS during the approval procedure;
- c) no enforcement proceedings are pending against it;
- d) there is neither insolvency nor over-indebtedness, nor an imminent threat of such, and no debt settlement is under way.

6 Access to the execution of collection services to collect the traffic charges

The fuel card provider is granted access to the execution of collection services for the collection of traffic charges on the basis of this contract and the general approval decision ([Annex 1](#)). The access applies to the ordinary operation after receipt of the approval decision.

The traffic charges receivable falls under the relationship between the FOCBS and the foreign user. The Fuel card provider is obliged to pay the traffic charges receivable to the FOCBS.

The parties agree that the aforementioned access for the purpose of providing collection services for the collection of traffic charges does not establish any acquired rights on the part of the Fuel card provider. Access therefore ceases without compensation upon termination of the contract.

7 Fuel card provider obligations

7.1 Obligation to comply with requirements

When performing the contract, the Fuel card provider is obliged to comply with the technical and operational requirements set out in the appendix to the Fuel-Card-Provider-Ordinance FDF, including the associated supplements.

7.2 Obligations in connection with execution of the collection service

In connection with the provision of collection services for traffic charges, the Fuel card provider has the following obligations to the FOCBS:

7.2.1 Designation of an address for service in Switzerland

The Fuel card provider must designate an address for service in Switzerland, where it will receive deliveries from the FOCBS for it.

7.2.2 Registration with FOCBS as a business partner

The fuel card provider registers as a business partner on the portal designated by the FOCBS.

7.2.3 Designation of the cards accepted for traffic charges

The fuel card provider shall provide the FOCBS with a written list of the cards accepted for the traffic charges (LSVA, PSVA and E-Vignette), indicating the issuer code and the layout of each card. It shall keep the list of accepted cards up to date at all times.

It shall provide the FOCBS with the logos of the accepted cards for inclusion in the FOCBS web shop.

7.2.4 Use of the Card Verification Value (CVV) to authorise the card

The FOCBS starts the system with online authorisation of the card without using the CVV. After the FOCBS releases the CVV application, the fuel card provider notifies the FOCBS in writing as to whether and with how many digits a CVV is required for authorisation.

7.2.5 Charging the card for direct sales

The Fuel card provider shall accept direct debits in accordance with the FDF's technical and operational requirements ([Annex 2](#)) for the purchase of PSVA tickets and E-Vignettes in the FOCBS web shop if the card is authorised for this and can be debited with the required amount. The debit shall be made in Swiss francs.

7.2.6 Authorising the Fuel card provider for a subsequent debit

When a LSVA trip is registered, the Fuel card provider authorises the card in accordance with the technical and operational requirements of the FDF ([Annex 2](#)). When it submits the authorisation request, the FOCBS provides the expected LSVA amount.

With the authorisation granted, the fuel card provider guarantees the FOCBS the subsequent debit for a maximum of 25 calendar days:

- a. up to CHF 1,000, if the authorised amount is less than CHF 1,000,
- b. up to the authorised amount, if the authorised amount exceeds CHF 1,000.

The FOCBS calculates the effective amount of the LSVA after the journey has been completed and debits the Fuel card provider with the effective amount of the LSVA with reference to the authorisation.

The authorisation and the debit are in Swiss francs.

7.2.7 Review of complaints and forwarding to the FOCBS

The Fuel card provider accepts complaints from its users regarding the charges, checks these with the user and forwards them to the FOCBS if it cannot resolve them itself.

7.2.8 Payment of the traffic charge due for users liable for the charge

The Fuel card provider is obliged to periodically pay the FOCBS the traffic charges receivables that it has incurred for the users.

The FOCBS provides the Fuel card provider with a collective invoice every fifteen days (twice a month) for the road charges claims that the FOCBS asserts against users in this billing period. This concerns, on the one hand, new claims and, on the other hand, corrections of previous charges and assessments (section 8.2, below). The Fuel card provider must collect the invoice electronically from the portal designated by the FOCBS. The FOCBS informs the Fuel card provider by e-mail when a new invoice is available on the portal.

The Fuel card provider shall pay FOCBS the full amount invoiced to the account indicated on the invoice. Any bank charges shall be borne by the Fuel card provider.

The invoice is payable within 30 days from the invoice date. To meet the payment deadline, the invoiced amount must be booked to the account within 30 days. Failure to pay within that timeframe automatically triggers default, regardless of any reminders. In the event of default, the Fuel card provider shall owe the FOCBS interest on arrears, the amount of which will be based on the FDF Ordinance on Interest on Late Payments and Refunds (SR 641.207.1).

Furthermore, the FOCBS will be entitled, but not obliged, to block the Fuel card provider's access (section 6 above) after it has defaulted on payment. The FOCBS will contact the Fuel card provider beforehand.

In relation to the user liable to pay the charge, the Fuel card provider bears the collection risk in full.

7.2.9 Provision of a financial guarantee against payment default

The Fuel card Provider is obliged to provide the FOCBS with a financial guarantee in accordance with the technical and operational requirements of the FDF (Annex 2).

7.3 Further obligations

7.3.1 Information

The Fuel card provider shall immediately notify the FOCBS in writing if it no longer fulfils a requirement for the approval decision (Annex 1) or a technical or operational requirement of the FDF (Annex 2). The same applies if any of the contractual assurances of the Fuel card provider in accordance with section 5 letters a, c and d (above) no longer applies.

Furthermore, the Fuel card provider must inform the FOCBS of any significant changes with regard to the confirmed ownership structure (section 5 letter b above) and, upon request, inform it who exercises a decisive economic influence on it. This includes in particular third parties who directly or indirectly hold or control 25 % or more of the capital or voting rights.

Notification of the changed ownership structure is deemed to be a new contractual representation.

The Fuel card provider shall inform the FOCBS in good time in advance of any measures or events that may affect the provision of collection services for the collection of traffic charges. This concerns in particular the planned cessation of its activities as a Fuel card provider.

The Fuel card Provider shall provide the information listed in section 7.3.1 to the FOCBS within 30 days upon request by the FOCBS.

7.3.2 Information on financial capacity

On request, the Fuel card provider must provide the FOCBS within 30 days with all information and documents which allow the FOCBS to verify the financial capacity of the Fuel card provider at any time in accordance with the technical and operational requirements of the FOCBS (Annex 2).

7.3.3 Cooperation

The Fuel card provider has various legal obligations to cooperate. If operational problems arise, the provider will agree any necessary improvements with the FOCBS. Furthermore, the provider will support the FOCBS in the introduction of technical innovations, in particular by clarifying the effects of the innovations and by participating in related tests.

8 FOCBS obligations

8.1 Access to the execution of the collection service to collect the traffic charges

If and to the extent that the Fuel card provider fulfils the approval requirements and complies with all the assurances, specifications and obligations, the FOCBS shall grant it access to the collection service for the collection of traffic charges in accordance with the technical and operational specifications of the FDF (Annex 2).

8.2 Traffic charges invoicing

Every fifteen days (twice a month), the FOCBS sends the Fuel card provider a collective invoice for all claims for traffic charges that the FOCBS has incurred vis-à-vis the users in the billing period based on the daily transaction summaries of the Fuel card provider. The invoicing process is based on the technical and operational requirements of the Federal Finance Administration (FFA).

In the aforementioned collective invoices, the remuneration for the Fuel card provider (section 8.4 below) is reported and deducted directly from the total amount of traffic charges receivables generated during the billing period (net invoicing). Furthermore, any corrections resulting from user complaints regarding the debits and assessment are taken into account.

8.3 Complaints against the assessment decision

If the FOCBS receives user complaints from the Fuel card provider regarding the assessment, it will examine them and, if necessary, issue a new assessment decision. In addition, the FOCBS will include any correction of the amount in the next collective invoice.

8.4 Fuel card provider remuneration

The FOCS owes the Fuel card provider a flat rate payment for the collection service provided for the traffic charges. This is calculated as a percentage of the total of the newly incurred charge claims that the FOCS has against the users in the billing period.

The applicable percentage rate is set out in the FDF Ordinance of 15 October 2024 on the inclusion of Fuel card providers in the collection of the heavy vehicle charge. When the contract is concluded, the percentage rate is 1.7 %.

8.5 Information

The FOCBS informs the Fuel card provider as soon as it becomes known of any measures or events that may affect the provision of collection services for the collection of traffic charges.

Furthermore, the FOCBS informs the Fuel card provider as soon as it becomes known about forthcoming legal amendments and changes concerning the remuneration rate (section 8.4 above) and changes in the operational or technical requirements of the FDF (section 3 above; Annex 2).

9 Cooperation and escalation

9.1 Cooperation

9.1.1 Cooperation – not a simple partnership and no representation

The parties shall work together to enable the execution of the collection service for the collection of traffic charges. They shall endeavour to avoid disadvantages for the collection service and losses of traffic charge revenues, and shall promptly eliminate any such causes after they occur.

The parties have no partnership or partnership-like ties, and in particular do not form a simple partnership within the meaning of Article 530 et seq. of the Swiss Code of Obligations of 30 March 1911 (CO; SR 220).

With respect to third parties, the parties act exclusively in their own name, and not in the name of the other party. They are not entitled to represent the other contracting party.

9.1.2 Bodies and contacts

The parties may set up committees with specific tasks for the provision of collection services for the collection of traffic charges (Annex 4). In this way, information on the development of traffic charges and collection services is exchanged, problems in the provision of services are discussed and possible improvements regarding the Fuel card provider are agreed. If necessary, a meeting is organised once a year, which in principle takes place alternately in Switzerland or at the headquarters of the Fuel card provider.

9.1.3 Communication at the specialist level

The parties communicate at technical level through the mutually designated contacts and the agreed channels (Annex 4).

9.2 Escalation

The parties will make every effort to settle any differences and conflicts arising in connection with this contract amicably before taking legal action.

If possible, the parties will resolve any differences regarding compliance with the technical or operational requirements of the FOCBS (Annex 2) via the specialist contacts. If these cannot reach an agreement, an escalation procedure is applied up to management level (defined in Annex 4).

The parties may agree on improvements as far as compliance with technical or operational requirements is concerned. To this end, the parties shall together assess the need for improvement and agree on a deadline for implementing the improvement measures. If one of the parties is unable to implement the improvement measures by the deadline, the other party shall be informed immediately and a new deadline shall be agreed together. If the Fuel card provider fails to implement the improvement measures by the new deadline, the FOCBS is entitled to block the Fuel card provider's access. The FOCBS reserves the right to assert further rights under this contract or under the law on the heavy vehicle charge.

9.3 Costs

The parties pay the costs arising from this contract themselves, except for the remuneration of the Fuel card provider in accordance with section 8.4 for the fulfilment of the obligations in connection with execution of the collection service in accordance with section 7.2.

10 Liability and warranty

10.1 Fuel card provider liability and warranty

The Fuel card provider shall be liable towards the FOCBS for intent and negligence in the event of a breach of statutory or contractual obligations and in the event of incorrect representations in accordance with the general legal provisions of Swiss civil law.

The Fuel card provider's liability concerns in particular duty breaches in connection with the provision of collection services for the collection of traffic charges, as well as to liability for warranties and compliance with requirements, including those relating to data protection and data security.

The Fuel card provider shall be liable for the conduct (acts or omissions) of its auxiliaries and third parties called upon (section 11 below) in the same way as for its own. If the FOCBS wishes to assert liability directly against the auxiliaries or third parties called upon, the Fuel card provider will, on first request, assign any claims of its own to the extent of the assertion intended by the FOCBS.

10.2 FOCBS liability

The FOCBS shall be liable towards the Fuel card provider solely for physical injury and other damage caused intentionally or through gross negligence. The liability of the FOCBS is excluded in all other circumstances. Liability for other damages is limited to what was typical and foreseeable for the contract.

The FOCBS accepts no liability for damage arising from or in connection with the electronic exchange of data or information. In particular, it shall not be liable for damage resulting from transmission errors, technical defects, malfunctions or interruptions of its electronic connections (including interface), illegal interference with telecommunications equipment, virus infiltration, copying and falsification of content, network overload, failure to detect forgeries, identity or credential defects, or wilful or accidental blocking of electronic connections by third parties. This exclusion of liability applies in particular to the FOCBS portal for users (web shop) and to communication between the system of the Fuel card provider and the FOCBS.

Similarly, the FOCBS accepts no liability for any damage resulting from the possible involvement of third parties in the performance of this contract.

Claims of the Fuel card provider against the FOCBS arising from the conclusion of Fuel card approval contracts with other providers are thus excluded.

11 Involvement of third parties

The Fuel card provider may involve the partners known at the time of contract conclusion (see Annex 3) as third parties for the performance of this contract. If the Fuel card provider wishes to involve other or additional partners, it must inform the FOCBS in good time beforehand. The FOCBS may refuse this involvement for justified reasons.

Where the Fuel card provider delegates tasks to the third party, it must transfer to the third party all obligations arising from this contract that are associated with the task. This applies in particular to compliance with the provisions on data protection and data security (section 12 below) and to the obligations arising from the FOCBS's rights of inspection and review (section 14 below).

No direct or indirect contractual relationship arises between the third party and the FOCBS as a result of the transfer of tasks to third parties. The Fuel card provider remains responsible to the FOCBS without change.

12 Data protection and data security

The parties undertake to comply with the current federal regulations on data protection and data security (Federal Act on Data Protection and Ordinance to the Federal Act on Data Protection; SR 235.1 and SR 235.11, respectively) to the extent that execution of the collection service concerns the application of these Swiss regulations.

Within the framework of this contract, the parties will restrict the collection and further processing of personal data on users to that are required to execute the collection service for the traffic charges. The corresponding exchange of data between the Fuel card provider and the FOCBS is carried out electronically, in accordance with the technical and operational requirements of the FDF (Annex 2).

Where data of relevance for the performance of this contract is held by the Fuel card provider, it will take appropriate technical and organisational measures to protect it against unauthorised processing.

The exchange of data and information between the Fuel card provider and the user is based on their contract and is not at the behest of the FOCBS. This applies in particular to any cross-border data transmission for the purpose of storing or processing data abroad. In its relationship with the user, the Fuel card provider is responsible for compliance with the applicable provisions on data protection and data security.

The obligations concerning data protection and data security will continue to apply after termination of the contract.

13 Confidentiality

Both parties shall treat as confidential the data and information that they collect themselves or receive from the other party in the course of providing the collection service for traffic charges. This is with reservation for mandatory disclosure requirements of Swiss law that apply to one or both parties.

The Fuel card provider is therefore obliged not to otherwise utilise or forward, sell to third parties or otherwise make available the data and information collected or received for the provision of the collection service for the traffic charges without the consent of the user. The only exception to this is the necessary disclosure to any third parties that may be legitimately involved (section 11, above). If the Fuel card provider is officially obliged under foreign law to disclose confidential data or information, it must inform the FOCBS of this before disclosure.

The Fuel card provider also ensures that only persons who reasonably require the data and information for the provision of the collection service for the traffic charges have access to it. It explicitly draws the attention of its employees and any third parties brought in with the consent of the FOCBS to the confidentiality of the data and information. It imposes the confidentiality obligation on the third parties brought in.

The obligations concerning data protection and data security will continue to apply after termination of the contract.

14 Rights of inspection and review of the FOCBS and other units

The Fuel card provider must grant the FOCBS or a third party designated by the FOCBS access to all data and information necessary for checking compliance with the Fuel card provider's statutory and contractual requirements and obligations regarding the provision of the collection service for the traffic charges, subject to two weeks' prior notification, stating the purpose of the review, and during normal business hours. The Fuel card provider will provide the FOCBS with information in this respect on first request and give it access to all data, information and documents to enable such a review to be carried out. The inspection and the granting of access will take place in Switzerland.

Other federal units designated by the FOCBS will also have the aforementioned rights of the FOCBS, provided that they act within the scope of their powers.

The FOCBS shall also be entitled to the rights described before or during any legal proceedings in relation to the Fuel card provider or user and they will continue to apply after termination of the contract, subject to the statute of limitations. The exercise of these rights will not give rise to any compensation for the Fuel card provider.

15 Property rights

Subject to the provisions of the following paragraphs, this contract does not affect the existing and new property rights of the parties (intangible property rights and related rights, rights to know-how and rights to manufacturing and trade secrets, as well as vested rights to such rights). All property rights and rights of use thereto belong and remain in their entirety with the respective holders of such rights. The parties do not grant one another any licences and are not entitled to use the rights of the other party without prior written consent. In particular, the Fuel card provider may not use the Swiss coat of arms when providing services.

The Fuel card provider shall already grant the FOCBS a simple right of use (licence) to property rights in case property rights arise for the Fuel card provider in connection with the performance of this contract and that they are of significance for the provision of the collection service for the traffic charges. This right of use will arise together with the property rights and includes sub-licensing. The right of use is restricted spatially to the traffic charges, and in terms of content and time to that which is necessary for the provision of the collection service. The Fuel card provider guarantees that it is entitled to sub-license.

The parties assume that they will not create any joint property rights within the framework of this contract. Should this unexpectedly happen, the parties will be entitled to use such property rights for the purposes and for the duration of the contract. The FOCBS is entitled to sub-license for the collection of the traffic charges. Upon termination of the contract, the parties will agree in writing who will take over the rights, what rights of use will be granted to the other party and how the rights will be compensated financially.

16 Non-assignability and ban on both debt assumption and contract transfer

The Fuel card provider is not entitled to assign rights under this contract to third parties without the FOCBS's prior written and signed consent. The same applies to third parties' assumption of contractual obligations or the whole contract from the Fuel card provider. The granting or refusal of consent is at the FOCBS's discretion.

17 Contract amendment

The FOCBS is entitled to adapt the contract to changed statutory or official requirements and to technical developments at any time. This concerns in particular the technical and operational requirements of the FDF ([Annex 2](#)).

After first notifying the FOCBS (section 8.5 above), the Fuel Card provider is obliged to agree with the FOCBS any amendments or addenda to the contract that may be necessary as a result of changed statutory or official requirements or technical developments.

If the Fuel card provider agrees to the amendment, the parties shall set out the details in a contract addendum (section 3 above). The right to repeat the approval procedure is reserved.

If the Fuel card provider does not agree to the required contract amendment or does not agree within a reasonable period of time, the FOCBS will be entitled to terminate the contract no later than the implementation date of the amendment. Such termination will not relieve the Fuel card provider from fulfilment of its contractual obligations.

18 Force majeure

If a party becomes unable to fulfil a contractual obligation temporarily or permanently due to force majeure or other objectively unavoidable events, it shall inform the other party thereof immediately in writing. The affected rights and obligations of the parties will be suspended for the corresponding period. This will not affect the parties' right to terminate the contract.

19 Written form

All amendments and addenda to this contract must be made in writing. This also applies to the lifting of the written form requirement.

20 Severability clause

Should individual contractual provisions be ineffective or unenforceable, this shall not affect the effectiveness of the remaining provisions or of the contract itself. Ineffective or unenforceable provisions are to be replaced by provisions which correspond to what the parties would have agreed had they known of the ineffectiveness or unenforceability.

21 Contract duration and termination, and procedure upon contract termination

21.1 Entry into effect and term

This contract will come into force when it is signed by the parties and is concluded for an indefinite period.

21.2 Start of service

The Fuel card provider shall provide the collection service for the traffic charges in the ordinary operation on the date specified in the approval decision.

21.3 Ordinary termination

This contract may be terminated by either party by giving six (6) months' notice for the end of a month. The earliest possible termination date is

21.4 Extraordinary termination

21.4.1 Extraordinary termination for good cause

Both parties are entitled to terminate the contract for good cause without notice if continuation of the contract is unreasonable for reasons for which the other party is responsible.

21.4.2 Good cause for the FOCBS

Good cause for the FOCBS exists in particular if:

- a) the Fuel card provider no longer meets one of the approval requirements (Annex 1) or is not approved when it is necessary to repeat the process (section 17 above);
- b) a Fuel card provider representation (section 5 above) does not apply or is no longer applicable;
- c) the Fuel card provider repeatedly violates the technical or operational requirements of the FDF (Annex 2) or the Heavy Vehicle Charge Act or its implementing ordinances;
- d) the Fuel card provider does not implement the improvement measures agreed by the parties due to (partial) non-compliance with the technical and operational requirements of the FDF (Annex 2), or does not do so in full or on time, and escalation is unsuccessful (sections 7.3.3 and 9.2 above);
- e) the Fuel card provider does not wish to implement or does not implement a necessary contractual amendment requested by the FOCBS (section 17 above).

Good cause for the FOCBS also exists if the Fuel card provider once violates the technical or operational requirements of the FDF (Annex 2), statutory requirements or contractual obligations (in particular sections 7, 9, 12 to 17 above) in a particularly serious manner.

This is without prejudice to the administrative suspension or withdrawal of approval by the FOCBS and the assertion of liability arising from the contract (sections 10.1 above).

21.5 Form of termination notice

Notice of termination is to be sent by registered letter to the other party's designated contact person (Annex 4; section 9.1.3 above).

21.6 Procedure upon contract termination

21.6.1 Continuation of contractual services

The Fuel card provider shall provide its contractual services until the termination date and, if required for the purpose, beyond that date. In particular, the payment obligation shall remain in force for the authorised and newly authorised LSVA registrations and the PSVA and E-Vignette purchases to be debited to the user (section 7.2.8, above).

The Fuel card provider must maintain data protection and data security (section 12 above), and confidentiality (section 13 above), as well as grant rights of inspection and review (section 14 above) after termination of the contract.

21.6.2 Information for users

Upon termination of the contract, the Fuel card provider must inform users that they can no longer use their Fuel card via the provider because the FOCBS no longer allows the use of collection services for traffic charges.

22 Applicable law, place of jurisdiction and language version

This contract and its interpretation are governed by Swiss law, excluding any rules on conflict of laws. The exclusive place of jurisdiction is Bern.

This contract was drafted in German. In the event of any differences or contradictions, the German original will prevail over the English translation.

23 Execution and signature

This contract is issued and signed in duplicate. Each party will receive a signed original.

Bern,

Federal Office
for Customs and Border Security (FOCBS)

Head of Taxes and Duties

Stefan Schmidt

.....
(Signature)

.....
(Signature)