



General Terms and Conditions for Operational Car Leasing

General Terms and Conditions of your Framework Agreement and Operational Lease Contracts with XLLease (Chamber of Commerce number 20073305).



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1. About these General Terms and Conditions

Framework Agreement

1.1 You have concluded an Operating Lease

Framework agreement with XLLease

In these General Terms and Conditions, we have listed all the general provisions that are part of the relevant Framework Agreement. That way, you know what you can expect from us and vice versa.

In these terms and conditions, we refer to 'you' and to 'us'. By 'you' or 'your' we mean the person or legal entity who enters into the Framework Agreement with us. By 'we', 'us' and 'our' we mean: XLLease, the organisation with which you enter into the Framework Agreement.

In addition, we use the term 'car'. This refers to the vehicle stated on the offer and lease contract. This could be a van, passenger car, motorbike, lorry, trailer or semi-trailer, for example.

By 'driver' we mean the person who will drive the car. For this person, we enter into the lease pursuant to this Framework Agreement.

1.2 **These General Terms and Conditions are part of the Operational Lease Framework Agreement and of all offers and lease contracts that you conclude with us under Framework Agreement.**

Any provisions additional to and/or deviating from these General Terms and Conditions are set out in the Framework Agreement, in an Annex, in an addendum or in the lease contract. Such additional and/or deviating provisions take precedence over these General Terms and Conditions.

1.3 **If you enter into the Framework Agreement with us together with several legal entities or persons, you are jointly responsible for payment of the lease price and for all other obligations.** We call this "joint and several liability" and it means: we can hold each person or entity separately liable for the total costs and for the fulfilment of all obligations under the Framework Agreement, these General Terms and Conditions, the lease contracts and any additional and/or deviating provisions or agreements.

1.4 **The Framework Agreement is governed by Dutch law.** Do you and we disagree, and are unable to reach an agreement between ourselves? In that case, the competent court of the Midden-Nederland district, location Utrecht, shall have exclusive jurisdiction.

Amendments

1.5 **We may amend or supplement these General Terms and Conditions from time to time.** The rest of these General Terms and Conditions will continue to remain effective. If we change or add anything, we will let you know in writing as soon as possible. You can then download the new General Terms and Conditions from our website.

1.6 **If you agree with the changes, you do not need to do anything further.** The new provisions will then apply starting 14 days of our notification. Do you disagree with our change? Then please notify us by e-mail within 14 days. In that case, the existing General Terms and Conditions will continue to apply. But only for leases concluded before the change. If we have amended the General Terms and Conditions because legislation required it, these changes apply immediately rather than after 14 days.

1.7 **Are you changing your address, e-mail address, bank account number, the name or legal form of your company? Or are you changing the e-mail address where you want to receive our invoices? Or do you have plans to sell or discontinue your business? If so, please tell us as soon as possible.** Because only then can we serve you well. Do this no later than 14 days before the change takes effect.

Confidential and private data

1.8 **We ask you for certain confidential and private data. We process that data with the utmost care.** To serve you well, we need confidential and private data from you. For example your e-mail address or phone number.

We may also ask you to provide your company's most recent annual figures, to allow inspection of

the annual accounts, or to share the names of your Company's current shareholders.

You are required to provide us with this information upon our request. Conversely, you can count on us to handle it with due care. For example, we process all private data according to the General Data Protection Regulation (AVG/GDPR) and our Privacy Statement. You can find our Privacy Statement on our website.

1.9 **You should keep commercial data (prices, discounts, etc.) and commercial agreements confidential. This means that you may not share this data with a third party without our prior consent.** For example, if you want to use an external fleet manager, intermediary or procurement organisation, please ask us for permission first. We may attach conditions to our consent.



2. The lease contract

- 2.1 **For each car you lease from us, you enter into a separate lease contract.** The lease contract sets out specific details about the car you are going to lease. For example, what kind of car is involved, how many kilometres you may drive the car, and the term of the lease contract. During the lease contract, you may use the car; however, the car remains our property.
- 2.2 **The lease contract starts as soon as you or the driver has taken possession of the car.** You will be notified when the car is ready for delivery. If you do not collect the car within 7 days of receiving notice that the car is ready for you, the lease contract will start on the day after that 7-day period.
- If you don't have the car yet, and want to cancel the lease contract? You can. You must notify us accordingly in writing. In this case the lease will not start, but any resulting damage will be at your expense.
- 2.3 **The lease ends when the agreed term has expired.** If you have not returned the car by then, the lease contract will continue. We may attach conditions to this extension and may still require you to return the car.
- 2.4 **Upon expiry of the lease, you may apply for extension of the lease.** We will assess if this is possible and if yes, on what conditions.

Mileage

- 2.5 **In the lease contract, we agree on the maximum mileage you can drive with the car.** You may already reach that number of kilometres before expiry of the lease term. In that case, you can just keep on driving, but this may affect the lease price. You can read more about this in article 5.6. If you exceed the mileage by a substantial margin, we may terminate the lease contract early.

- 2.6 **If your odometer is broken, notify us by e-mail within 24 hours.** We will make an estimate or set the mileage based on our data. We do this even if for some other reason, we are unable to determine the correct mileage.

Termination of your lease contract

- 2.7 **If you wish, you may terminate your lease earlier than agreed. This is to our disadvantage, which is why this involves an extra charge.** If you are considering terminating your lease early and would like to know the costs involved, please email us for a cost breakdown. You will receive a detailed proposal from us.

If you agree with that proposal, we will ask you to sign and return the proposal. You can then return the car on the agreed date. If it turns out on collection that you have driven more kilometres than agreed in the lease contract, we will charge you a fee accordingly. If you have driven fewer kilometres, no reimbursement will be made.

If you do not agree with the proposal, your lease contract will continue and you will keep the car until the end date of the lease contract. You must then continue to comply with the lease contract and its payment obligations.

Please note that if you return the car earlier, without consulting us, we may charge you for the cost of early termination of the lease contract.

- 2.8 **If it is not profitable to repair the car, we may terminate the lease contract.** The lease is then terminated as described in Article 10.

2.9 If the car is stolen, we terminate the lease contract. Has the car been stolen and not recovered after 30 days? Then we will terminate your lease contract. If replacement transport is included in the lease contract, you are entitled to replacement transport for 30 days if the car is stolen. If the car is not recovered within these 30 days, we will terminate the lease contract on the date the replacement car is returned.

If we terminate your lease contract due to theft, the actual mileage will be charged as described in article 10.

2.10 We can terminate your lease contract in writing and take back the car with immediate effect in, among others, the following situations:

- a. You fail to comply with your contractual (payment) obligations.
- b. The court has granted you a moratorium (suspension of payments).
- c. You are declared bankrupt or admitted to the Debt Rescheduling (Natural Persons) Act (Wsnp).
- d. Your assets or car (in any form) are seized.
- e. You or the driver make multiple serious traffic offences or violate the Road Traffic Act or the Penal Code.
- f. You settle abroad or you sell, shut down or terminate your business.
- g. We incur above-average maintenance, repair and/or damage costs because you used the car carelessly or improperly.
- h. A situation has arisen where it has become likely that you can no longer meet your payment obligations under the lease contract.
- i. You or the driver committed fraud, or deliberately misinformed or misled us. We will report this to the police and register you or the driver in the External Referral Register (EVR) of the Bureau Krediet Registratie (BKR). We will also recover the losses we incurred due to such misconduct.
- j. Your name or the name of a relevant party is or will be on a sanctions list of the Dutch government, the European Union or the United Nations.

Please note that in case of fraud as referred to under i, we may terminate all lease contracts with you.

2.11 If we terminate your lease under clause 2.10 with immediate effect, we will charge extra fees to you. This includes the cost of collecting the car, the costs we have to incur to terminate your lease contract, and compensation for the losses we suffer due to the termination of your lease contract. These include damage to the car and unrealised profits. You are not entitled to compensation or indemnification as a result of such termination.

Transfer of the lease contract

2.12 If you want to transfer your lease to another party, you must first submit a written request to us to ask us for permission. In your request, you must explain why you want to transfer the lease and to whom. We will assess your request and may refuse your request without giving reasons. You cannot transfer your lease without our consent. However, if we accept your request, we may attach certain conditions. We may charge a fee for transferring your lease contract.

2.13 We may transfer your lease to another party. We can also transfer, pledge or encumber the car. By signing the lease contract, you grant us prior approval. If we transfer your lease to another party, you will receive notice accordingly in due time.

Cooperation with the Bureau Krediet Registratie (BKR) Foundation

2.14 Do you have a general partnership (V.O.F.), a partnership or a sole proprietorship? If so, we will register your lease contract with BKR Foundation. Also arrears of a certain duration are reported to BKR Foundation. We work in accordance with BKR regulations.

For more information, see www.bkr.nl.

3. For entrepreneurs leasing a van

Tax advantage

3.1 **If you lease a van that qualifies for tax advantage, we will offset the tax break in the lease price.** As an entrepreneur, you may have tax advantage in terms of passenger car and motorbike tax (bpm) and motor vehicle tax (mrb). Are you leasing a van from us? Then as the owner of the van, we receive these tax advantages. We will settle this with you in the lease price. By signing the Framework Agreement, you declare that you meet the applicable requirements for tax advantage.

3.2 **If anything changes in your situation, you must inform us accordingly as soon as possible.** This is because changes in your business or company may affect the tax you have to pay. If your entitlement to tax advantage expires, the ensuing cost is charged to you. We will then adjust the lease price for the rest of the lease term. In extreme cases, we may decide to terminate the lease contract immediately.

3.3 **Not every car used to transport goods is a van under the tax regulations.** You are therefore not allowed to make any changes to the van you are leasing. In fact, the car may then no longer be classified as a van and the tax advantage will therefore lapse. If you want to change anything about the car, always contact us first.



4. Extensions to your lease (optional)

Insurance

- 4.1 **Every car must have third-party liability (WA) and comprehensive insurance. We can take care of that for you.** WA insurance insures you against damage caused with/by the car to others or to other people's belongings. With comprehensive cover, the car is insured against damage. You can include third-party insurance and comprehensive cover in the lease contract.

We take out third-party insurance with an insurance company. The insurance company is listed on the 'green card', the insurance policy card. We will only place the comprehensive (casco) coverage with an insurance company in exceptional cases. In most cases, we provide comprehensive cover ourselves and bear the comprehensive risk internally.

Our comprehensive cover also provides assistance in case of breakdown in all countries covered by third-party insurance. The terms and conditions of third-party insurance, comprehensive cover and breakdown assistance can be found on our website. At your request, we will send you the terms and conditions.

- 4.2 **Damage not covered by third-party insurance or comprehensive cover is at your expense.** For example, this includes damage that was incurred while the driver was under the influence. Also, the excess is charged to you.
- 4.3 **You can arrange third-party liability and comprehensive insurance yourself.** You must ask us for permission first and the insurance must meet our conditions. Does your insurer not pay out the full claim? And also not the cost of replacement transport? Then you have to pay such costs yourself.
- 4.4 **If you arrange third-party liability and comprehensive insurance yourself, we will put this in writing.** We also set out the conditions attached.

Winter tyres (optional)

- 4.5 **The driver should have winter tyres changed in a timely manner.** Winter tyres may be fitted after 1 November. By 1 April at the latest, winter tyres must be changed back to normal (summer) tyres.
- 4.6 **We reserve the right to choose the company that supplies and changes the car's winter tyres.** We also determine the brand and type of winter tyre. The summer and winter tyres are our property.

Fuel Pass, Charge Pass and Charge Drop (optional)

- 4.7 **If you wish, we can create a fuel card, charge card and/or charge drop (hereinafter: 'the Pass').** You can use the Pass to pay for fuel or complete a charging session and settle it. We use external suppliers to provide the Pass and related services. In the case of a charge card or charge drop, it is 'the charge card provider'. Each provider has its own terms and conditions applicable to the use of the Pass. You can find these on the provider's website. Each user of the Pass must comply with the relevant provider's terms and conditions.
- 4.8 **Having such a Pass is subject to a fee.** The fee is included in your monthly lease price. You always pay these fees, even if the Pass is not used.
- 4.9 **If the Pass is included in your lease contract, you will pay a monthly advance for fuel and/or charging.** You pay this with the lease price. We can adjust the amount of the advance payment based on actual consumption.

During a charging session, the price of electricity may vary from one location to another and from one charge card provider to another. There may also be additional charges, for example a starting rate or a variable rate. For current prices, contact the charge card provider.

4.10 **At the end of each quarter (unless we have agreed a different deadline with you), we will offset the actual costs against the advance you have already paid.** You then either get money back or pay extra. We also settle when the lease ends.

4.11 **Does the lease contract that includes the Pass end? Then the Pass may not be used after the expiry date.** If the Pass is still used after the expiry date, you will be liable for the cost.

4.12 **In case of loss, theft and suspicion of fraud or misuse, the Pass should be blocked.** For instructions, check our website or contact us. If required, the driver will receive a new Pass. Any costs involved will be charged to you.

Please note that until the Pass is blocked, you are liable for the use of the Pass and the resulting charges.

4.13 **We are not liable for any damage due to fraud and abuse.** This is the case, for example, if someone uses the Pass without your approval or consent. The damage will be at your expense.

Charging point (optional)

4.14 **If you choose one of our selected suppliers, we can include a charge point including installation in your lease contract.** The cost is included in the lease price. In case of damage or necessary repair, we are not liable, but you can claim any warranty provided by the supplier or manufacturer.

If the lease contract ends and you have fulfilled all payment obligations, you do not need to return the charge point.

Replacement car (optional)

4.15 **In case of damage, theft and during repair or maintenance, we can arrange a replacement car for you.** You can choose from the following three options and your choice will be set out in the lease contract:

1. Immediate replacement vehicle: you will receive a replacement car immediately if the car is not available. We will bear the cost of the replacement car.
2. Replacement transport after 24 hours*: if the car is unavailable for more than 24 hours, you are entitled to an immediate replacement vehicle and we will pay the costs (including the first 24 hours).
If the car is not available for less than 24 hours, the cost of a replacement vehicle will be at your expense.
*A replacement vehicle after 48 or 72 hours is also possible if required.
3. No replacement vehicle in the lease contract: the cost of a replacement vehicle is charged to you.

If the replacement car is not returned at the designated time, we will charge you for the additional cost.

In the event of damage to the car that is not covered by the comprehensive insurance, the cost of a replacement vehicle will be at your expense.

- 4.16 **As far as possible, the replacement car will be equivalent (if available) to the leased car, unless we have made other arrangements with you about this.** We will add the kilometres you drive with the replacement car to the mileage driven with your leased car. You will pay the fuel costs of the replacement car yourself, even if these costs are higher than those for the car. These General Terms and Conditions also apply to the replacement car. In case of damage to the replacement car, you will pay the excess that we have agreed with you.

Breakdown assistance (optional)

- 4.17 **You get roadside assistance in the Netherlands and abroad.** We will arrange to get you back on the road quickly. Our breakdown terms and conditions can be found on our website.

5. Lease price and other costs

5.1 **You pay the monthly lease price for the use of the car and the services included in the lease contract.** The lease price may include costs for:

- insurance;
- vehicle tax;
- repair and maintenance;
- replacement of tyres;
- replacement transport;
- administrative fees;
- management fee;
- depreciation;
- interest;
- advance on fuel/electricity costs;
- breakdown assistance.

We also take into account the lease term of the lease contract and the mileage chosen when determining the lease price.

5.2 **The following costs are not included in the lease price:**

- a) washing, polishing, cleaning the exterior and interior of the car;
- b) parking, storage and toll fees;
- c) accessories and auxiliaries which, after commencement of the lease contract, become mandatory by law;
- d) having new keys made; this should always be done in consultation with us and carried out by an authorised branded dealer;

- e) applying for a new registration certificate;
- f) refilling of fluids (except if you have the car serviced by an authorised dealer and the cost is covered by your lease contract, in which case we will pay for it);
- g) replacing, updating and extending software of navigation devices and/or multimedia;
- h) (renewing) subscriptions for online services. This would include apps that connect you to the car;
- i) fines, charges and other (parking) taxes;
- j) damage caused by lack of care or improper use of the car;
- k) damage caused by non-compliance with operating and maintenance guidelines of the car, insurance terms and/or agreed procedures;
- l) paying taxes and (insurance) premiums unless these are listed on the lease contract and therefore included in the lease price;
- m) damages and costs resulting from violation of laws and regulations;
- n) accessories, tools, additives or equipment not included in the lease contract, including ondemand services or options.



Security deposit and down payment

- 5.3 **If we have agreed on a deposit, you will pay it before we order the car.** The deposit is valid for as long as the lease contract runs. You will get the deposit back when you have paid all claims, if any, to us. The deposit does not affect the lease price.
- 5.4 **If we have agreed on a down payment, you will pay it before we order the car.** The down payment is divided proportionally over the term of the lease, thus reducing the monthly lease price. If the leasing contract ends earlier than agreed, you will be refunded a portion of the down payment (in proportion to the actual lease term and the lease contract), but only if you have fulfilled all (payment) obligations.

Lease price adjustment

- 5.5 **The lease price may change before delivery of the car.** We only do so if this is due to change of:
- purchase price of the car including options and accessories;
 - interest;
 - cost of insurance;
 - government subsidies and/or charges, such as motor vehicle taxes, for example.
- 5.6 **Based on the actual mileage, we may recalculate and adjust the lease price on an interim basis.** We will do this if you drive at least 10% more or fewer kilometres than the contractual mileage. The adjusted lease price applies retroactively from the start date of the lease contract.

Intermediate adjustment of the lease price helps us to avoid surprises at the end of the lease contract. Even if the mileage discrepancy is less than 10%, we will settle it with you. We will do this upon termination of the lease contract. The transfer price (per kilometre) that we use for this purpose is stated in your lease contract.

- 5.7 **During the term of the lease contract, we may adjust the lease price in the following situations:**
- a) if the cost of insurance changes;
 - b) if the cost of motor vehicle taxes, compulsory government inspections or government levies and measures change;
 - c) if the specification or equipment of the car changes at your request or needs to be changed on government orders;
 - d) if maintenance, repair and/or damage costs are higher than average due to careless or improper use of the car;
 - e) if the cost of repairs, maintenance, tyres and replacement transport has increased by more than 5% compared to the previous calendar year. To determine the increase, we follow the CBS consumer price index figure for the category maintenance and repair of private vehicles (index figure 072300).

- 5.8 **If the lease price changes due to circumstances set out in articles 5.5, 5.6 and 5.7, this is not a reason for termination of the lease contract.**

- 5.9 **The way we (re)calculate the lease price is confidential and is our trade secret.**

6. Payment

- 6.1 **We agree that you will pay our invoices by direct debit.** You authorise us accordingly. At the end of each month, we collect the lease price for the following month. This means you pay the lease price in advance.
- 6.2 **If you have not paid by direct debit, you are still liable for payment in due time.** Always pay our invoice before the due date indicated on the invoice. After the due date, the invoice amount is payable.
- 6.3 **You cannot get a discount or deferred payment.** Not even if the car is defective or if you cannot use the car (temporarily). You may not offset an invoice amount at your initiative against any amount you have yet to receive from us. Do you disagree with an invoice or payment? Then contact us.
- 6.4 **If your payment is late, we will charge you statutory interest.** We charge interest for the period that you have not paid, i.e. from the due date of the invoice until we receive your payment.
- 6.5 **If we incur collection costs, these will be charged to you.** The collection costs are 15% of the amount due with a minimum of € 40, plus any VAT.
- 6.6 **By signing the Framework Agreement, you give us permission to set off any payment arrears against any credit you are due from us.**



7. Delivery of the car

7.1 **When the car is ready, we or the dealer will make a delivery appointment with the driver or with you.** If the car is not picked up by the driver or you within 7 days after the agreed date, we may choose to either still start the lease contract on the agreed date or to terminate the lease contract. Any loss we incur as a result of such termination will be charged to you.

7.2 **Together with the dealer, we ensure correct transfer of the car to the driver or to you.** The driver or you must show identification at the time of delivery. Then the driver or you will check whether the car matches the lease contract, for example the version, accessories and options ordered. If everything is correct, the driver or you will sign the (digital) delivery form accepting the car.

In addition to the car, the driver or you will, upon delivery, also receive the corresponding keys and (if applicable) a service and/or instruction booklet. The registration certificate will be sent separately by post.

7.3 **After the delivery of the car, you will receive a Contract Specification.** It contains the latest details about the car and the current lease price.

7.4 **The car may be delivered later than you and we would like.** We will then make every effort to still deliver the car as soon as possible, but we are not liable.

7.5 **If you or the driver need a car before the delivery date, we can help you with a rental car.** We will assist you in this as much as possible, but you will need to conclude the rental contract (including its general terms and conditions) with the lessor yourself. You are responsible for the rental car until you have returned it.



8. Using the car

8.1 The car is not your property. Thus, you may not sell, exchange, gift, pledge, encumber, lease or give the car to anyone for any purpose other than its intended use.

Please note that the car may only be used by a competent driver with a driving licence valid in the Netherlands for that car.

8.2 We agree that you use the car for its intended purpose. This means, among other things, that you handle the car carefully and make sure it is always in good condition. Also, we assume that you behave in accordance with the applicable legal requirements and rules. In addition, you, as with the car, also handle the (spare) key with due care. By this we mean, among other things, that you do not leave the key unattended or in places where third parties can easily take it.

Please note: we may have the (technical) condition and use of the car checked at any time. This may be conducted either on the spot or electronically. You agree and cooperate with this.

8.3 You are not allowed to use the car for:

- a) giving driving lessons;
- b) transportation of persons for remuneration;
- c) commercial delivery of meals, groceries or parcels;
- d) speed, agility or performance tests. This includes any drives with a certain competitive element such as street races and track riding;
- e) transporting explosives, dangerous substances or prohibited substances such as drugs and illegal fireworks;
- f) driving on contaminated or unpaved terrain;
- g) subletting through a shared-car concept;
- h) preparing or committing crimes;
- i) driving in an area where insurance does not provide cover.

Do you want to use the car for any of the above situations? Then you need our permission to do so. We may also attach conditions to this. This approval with conditions will be in writing.

8.4 Inform your drivers of the provisions and arrangements made. You are the party with whom we conclude the Framework Agreement and the lease contract. You may or may not be the driver of the car.

If you are not the driver, inform your driver(s) of the applicable provisions. This specifically includes the contents of these General Terms and Conditions, the lease contract, the insurance terms and conditions and any additional arrangements and provisions.

8.5 If you do not use the car according to the rules, we may take action. The measure we take depends on the nature and severity of the situation. Examples of such measures include: adjusting the lease price or the lease contract, passing on costs or damages and terminating the lease contract.

Customise the car and add accessories

8.6 You may only modify the car or add accessories if you have been granted our permission in advance and in writing. The costs are your responsibility, but in many cases it is also possible to include the costs in the lease contract. If you have fitted modifications and accessories without our consent, we may have them removed at your expense.

If modifications or accessories cause damage to the car, we will charge you for that damage. This also applies even if you had our consent.

- 8.7 **You may put advertising, lettering or other equipment for your business on the car only if you have our permission in writing to do so.** The costs are your responsibility, but in many cases it is also possible to include the costs in the lease contract. When you return the car, make sure you ensure that all advertising has been removed. If the advertising, lettering or other equipment has not been removed, we will charge you for the cost of removal. If it turns out that there is damage to the car, we will charge you for such damage.

Please note that in case of damage to the advertising, lettering or other equipment, we will repair it only if the cost of installing the advertising, lettering or other equipment is included in the lease contract.

Maintenance and repairs of car

- 8.8 **You are responsible for proper and timely maintenance of the car.** The car should be maintained in accordance with the instructions of the manufacturer. You follow the instructions of the on-board computer and warning lights and you also cooperate with any recalls. You have servicing and repairs carried out by a car company selected by us.

You are also responsible for regularly checking fluids, tyre pressure and tyre profile. You take action when necessary.

- 8.9 **For maintenance and repairs in the Netherlands, the car company first asks us for permission to go ahead.** If we give permission, we will also pay the costs. In some cases, we do not give permission. Do you have the maintenance or repair done anyway? Then the costs will be charged to you.
- 8.10 **Are you driving your car abroad and need a repair that cannot wait until you are back in the Netherlands? Then contact us and ask for permission.** You may have to advance the cost yourself. If we have authorised the repair beforehand, you can claim these costs from us using the claim form on our website.

Car damage and theft

- 8.11 **If the car has incurred damage or has been stolen, let us know immediately.** Send us a completed claim form within two working days and report it to the police as soon as possible if it concerns theft, loss, vandalism or burglary.

We will process your claim notification and trust you to give us the correct and complete information. You will also cooperate with any investigation by the police or an investigation agency engaged by us.

- 8.12 **Do we assess that the car is so damaged that repair is no longer technically or economically justified?** Then the lease will be terminated.
- 8.13 **If the car is damaged or stolen, you will pay us the excess for each claim.** We will try to recover any damage caused by another party. If we succeed and the other party pays all costs to us, we will refund the excess to you.
- 8.14 **In case of above-average claims, we may take action.** Is a specific car involved in three or more claims within a twelve-month period from the first claim, including the first claim, and we cannot recover those claims from another party? Then we may increase the excess on that particular car. The increased excess applies to any future claims.

If you have several lease contracts with us and those cars cause an above-average level of claims, we may increase the excess for your entire fleet. The increased excess applies to any future claims.

8.15 **Is the damage or loss not covered?** Then the costs will be at your expense. Our comprehensive cover, as shown in the insurance terms and conditions, does not, for example, cover damage caused by:

- driving under the influence;
- putting in the wrong fuel;
- foul odour in the interior due to smoking or other gradually acting influences;
- mould in the interior.

There are other events and claims not covered in the insurance terms and conditions.

Please note that for non-covered claims, we will pass on the full cost to you, even if the damage exceeds the excess.

8.16 **Damage to or loss of personal property in the car is not covered by the comprehensive cover and is therefore not reimbursed.** This also applies to damage to or loss of accessories not included in the lease contract.

Liability and guarantee

8.17 **We are not liable for any damages you suffer directly or indirectly.** We give no guarantees on the car and make no promises about features and performance that you can expect from the car. We cannot influence this and are therefore not liable for losses related to the car breaking down or malfunctioning. We are, however, liable if the damage or loss has been caused by our intentional or wilful reckless conduct.

8.18 **If the car malfunctions or is defective and you suffer loss or damage as a result, we may try to recover damages from the dealer, importer or manufacturer. The car's warranty conditions are decisive in this event. You cannot terminate or dissolve the lease contract and you are only entitled to compensation (for damages) if and insofar as we are compensated for the damage by the dealer, importer or manufacturer.**



9. Violation of law

- 9.1 **If you violate the law with the car, the ensuing cost is at your expense.** This would include fines, penalties, (parking) taxes, tolls and other government charges. This would also include any fees involved in reminders or payment notices. Often, as a leasing company, we are involved in the financial settlement. We will charge you an administrative fee for this work.
- 9.2 **If the car was involved in a potential or actual infringement of law, you will provide us or the police with the name, address and contact details of the driver within two working days of our request.**

Seizure of the car

- 9.3 **If the police, a government agency or a bailiff seizes, impounds or confiscates the car, you must notify us immediately. You also clarify to the relevant person that this concerns a leased car and that it is not you, but us, who owns the car. You will take appropriate measures to avoid seizure and its adverse consequences as much as possible.**

Note that if the car is impounded, the payment obligations under the lease contract continue unchanged. Moreover, you are not entitled to a replacement vehicle in this event, even if this is stated in your lease contract.



10. Returning the car

10.1 **At the end of the term of your lease contract, you must return the car.** Is your lease ending soon?

Then make a handover appointment in due time. This is easy to schedule online via our website.

Do you wish to continue using the car instead of returning it? Contact us before the end of the lease term to discuss the options.

10.2 **You return the car in good condition at the agreed location.** You also hand in all the accessories that come with the car. These include the (spare) keys, charging cable(s) and the rear window shelf. We will charge you for any missing accessories.

10.3 **If accessories are fitted to the car outside the lease contract, you must remove these (or have these removed) before returning the car. If this causes any damage, we will charge you for such damage.**

10.4 **During the handover of the car, it is also checked for any damage.** The car will be inspected in accordance with the return protocol. If any damage is detected, we will charge you the full cost accordingly. The hand-over protocol can be found on our website.

Settlement of actual mileage

10.5 **Upon the end date of your lease and handover of the car, a mileage statement will be prepared. This compares the actual mileage you drove with the car and the contractual mileage you were allowed to drive.**

Did you drive fewer kilometres than the lease contract allowed you to drive? Then you will get a refund. If the deviation is less than 10% of the contractually permitted mileage, we will refund these kilometres to you on the basis of the settlement rate per kilometre that we have contractually agreed with you. If the deviation exceeds 10%, we may recalculate the lease price. After recalculation, the new lease price applies retroactively from the start date of the lease contract.

Did you drive more kilometres than the lease contract allowed you to drive? Then you have to pay extra. If the deviation is less than 10% of the contractually permitted mileage, we will charge these kilometres to you on the basis of the settlement rate per kilometre that we have contractually agreed with you. If the deviation exceeds 10%, we will recalculate the lease price. After recalculation, the new lease price applies retroactively from the start date of the lease contract.

If you disagree with our mileage statement, you have 14 days to object in writing.

This English translation of the General Terms and Conditions is provided for convenience only. In the event of any discrepancy or inconsistency between the Dutch version and this English translation, the Dutch version shall be binding and prevail. The Dutch version of the General Terms and Conditions can be found on our website and will be sent upon request.