

# GENERAL TERMS AND CONDITIONS OF OPERATIONAL LEASE

## ARTICLE 1 - DEFINITIONS

### Car or vehicle

The object described in more detail in the Lease Contract between the Parties as the contractual object of the Lease Contract. The Car is also understood to include: options, added accessories and parts such as an installed electrical home charge point, provided that they have been included in the Lease Contract.

### Driver

A natural person being an employee of Lessee to whom the Car has been made available and who is in possession of a driving licence as required for the Car by law, valid in the Netherlands.

### Book value

The value of the Car calculated by means of an annuity method at any point in time.

### Customer or Lessee

Party (Parties) referred to under A of the Master Agreement and referred to in the Lease Contract as Lessee and debtor, who has entered into one or more individual Lease Contracts with Lessor referred to under B of the Master Agreement.

### Dealer

The supplier of the Car as referred to in the Lease Contract. Coverage Provisions The (insurance) conditions that apply to the insurance(s) and vehicle ("casco") coverage.

### Initial Payment

Down payment, bank guarantee or deposit.

### Contract Kilometres

The number of kilometres which will be driven with the Car during the term of the Lease Contract in accordance with the Lease Contract.

### Lease Contract

The order confirmation individually drawn up for each Car, which has been signed, in which the specifications of the Car and the contractual agreements have been set out. The Lease Contract is entered into for the contract term specified in the Contract.

### Lease price

The monthly amount due as specified in detail in article 6 of these General Terms and Conditions and stated in the Lease Contract.

### Lessor

Van Mossel Autolease.

### Specifications

All information concerning the Car ordered for Customer by Lessor, as indicated in the Lease Contract, including CO2 emission and taxable benefit rate.

### Master Agreement

Agreement in which Customer and Lessor detail their cooperation for the purpose of providing an Operational Lease and/or Fleet Management.

### Market Value

The realised or expected value of the Car at sale at any point in time.

### Operational Lease

Type of lease in which the car remains the property of Lessor, and Customer is given the right of use for the duration of the contract. Lessor purchases the car and is responsible for its operating costs during the term of the lease contract.

### Short Lease

Contract under which a temporary car is made available to Customer, subject to the terms and description of the Short Lease Agreement.

### Replacement Car

A car that is made available by and with the approval of Lessor as a temporary replacement of the Car.

### Pre-delivery

A car provided to the Customer before the ordered car is delivered.

### Fleet Management

Contract under which Customer purchases a number of service components from Lessor. Financing of the car is not arranged by Lessor and the car is not the property of Lessor.

## ARTICLE 2 - APPLICABILITY AND MODIFICATION

- These General Terms and Conditions are part of the Master Agreement entered into by Lessor and Customer and further apply to all offers and all contracts concerning operational lease and/or fleet management.
- Any deviating provisions contained in the Lease Contract that are inconsistent with these General Terms and Conditions shall prevail over these General Terms and Conditions if such provisions have been acknowledged in writing by both Lessor and Customer. Likewise, other deviating agreements shall be valid only if they have been agreed in writing by the Parties.
- General terms and (purchase) conditions of Customer, however named, are expressly rejected by Lessor.
- Lessor has the right to revise and modify these General Terms and Conditions without Customer having the right to terminate the Master Agreement or any other operational lease and/or fleet management contract. Customer will be informed of any such modifications by Lessor in writing or by electronic notification. Customer has the right to refuse a modification until 30 days after the effective date of the modification in the event that the modification results in a substantial alteration, unless such modification is required by a statutory regulation or provision. In the event of refusal of the General Terms and Conditions the previous General Terms and Conditions shall remain applicable to Lease Contracts that have already commenced. The new General Terms and Conditions, however, shall apply to new Lease

Contracts. If Customer does not exercise this right Customer is considered to have approved the modification(s).

## ARTICLE 3 - LEGAL RELATIONSHIP

- The purpose of the Lease Contract is to make (a) specific Car(s) available for use of the Customer, for a time agreed in advance and at a fee agreed in advance, during which time Lessor will retain full legal title to the Car. The risks inherent in the Car and the use thereof shall lie with Customer during the term of the Lease Contract, unless and to the extent as expressly provided for otherwise.

## ARTICLE 4 - DURATION OF THE LEASE CONTRACT

- Without prejudice to the right of early termination by Customer and/ or Lessor as set out in article 21 of these General Terms and Conditions the Lease Contract shall end after expiry of the term agreed in months, which term commences at the time of delivery (article 5) of the Car to Customer/Driver.
- If the total contract kilometres is reached before expiry of the term in months, the Car will remain in use by Customer for the remaining months without prejudice, Cf. article 11.
- If the Car is used for a lower number of kilometres than the Contract Kilometres, Customer may request Lessor to extend the term of the Lease Contract. Lessor is not obliged to cooperate with such request.
- During the extended term of use of the Car the Lease Contract shall continue to apply without prejudice.
- The lease contract terminates automatically 30 days after theft and/or embezzlement of the car has been reported, if the car has not been recovered within those 30 days.
- The lease contract terminates automatically with immediate effect if the car is declared a total loss. A total loss occurs when, in the opinion of the Lessor, repair of the car is no longer (economically) justified.

## ARTICLE 5 - DELIVERY

- During delivery Customer, or on Customer's behalf, Driver shall inspect the state and Specifications of the Car as set out in the Lease Contract. If the Specifications set out in the Lease Contract differ from the actual Specifications at the time of delivery of the Car and this difference is caused by changed government regulations, government measures, levies, taxes and/or other regulations, the Car shall be deemed to be delivered in accordance with the state and Specifications as set out in the Lease Contract, and Customer or Driver approves such delivery now and for henceforth. Customer shall be deemed to have received the Car in accordance with the order and to have accepted the Car if Driver has signed the delivery receipt. Customer hereby authorises Driver to take receipt of the Car on behalf of Customer.
- Delivery shall have taken place at the time at which the delivery receipt has been signed by Customer or Driver. If Customer or Driver is not able to be present during delivery or sign the delivery receipt or the receipt has not been signed for whatever reason, delivery shall have taken place once Lessor does not have actual power of disposal of the Car.
- Exceeding the time of delivery specified in the Lease Contract or otherwise by Lessor shall not result in default and shall not give Customer the right to cancel, terminate or end the Lease Contract in any way. Likewise, exceeding the time of delivery specified in the Lease Contract or otherwise shall never give Customer or Driver any right to compensation.
- During delivery of the Car the Driver of the Car will receive among other items an information package containing procedures to be followed.
- After delivery of the Car this will be confirmed to Customer by means of a final confirmation of use, which contains the latest contract information such as the licence plate, the Specification of the Car, the date of delivery (also commencement date of the Lease Contract) and the initial reading of the odometer.
- In the event that Customer does not take delivery of the Car that has been made available for delivery within a reasonable time, delivery shall be deemed to have taken place five (5) days after Customer has been notified that the Car is available for delivery.
- Before a Car ordered under the Lease Contract is made available Lessor shall make available upon request a temporary Car to be determined by mutual consultation, to be referred to herein as: "Pre-delivery Car". Lessor will separately charge the costs for the duration and the number of kilometres of the use of the Pre-delivery Car. For the rest the provisions of the Master Agreement will apply.
- Upon return of the Pre-delivery, the Customer is responsible for deregistering it with the Shortlease department via the Van Mossel Autolease website.
- Delivery of the Car will take place in the months of January through October. In principle no Cars will be delivered by Lessor in the months of November and December.

## ARTICLE 6 - LEASE PRICE

- The Lease Price includes the costs of use of the Car and of the services agreed as such in the Lease Contract, for as far as, in the opinion of Lessor, the Car has been used with due care and in accordance with the Lease Contract, and Customer has acted in accordance with these provisions.
- The Lease Price is calculated by Lessor on the basis of the information available at that point in time, taking into account the duration of the Lease Contract in months and the number of Contract Kilometres.

## ARTICLE 7 - PAYMENT OF THE LEASE PRICE

- Payment of the Lease Price by Customer shall take place monthly, in advance, no later than on the first day of each calendar month. If Delivery of the Car does not take place on the first day of the month Customer shall owe a proportionate part of the Lease Price for the remaining part of that month; likewise Customer shall owe a proportionate part of the Lease Price for the remaining part of the final month.
- Customer shall settle the Initial Lease Payment, if applicable, directly after the signing of the Lease Contract.
- Any other amounts due shall be paid by Customer within the term for payment indicated in the invoice.
- On the day of Return (article 22) of the Car Customer shall pay the Lease Price, even if delivery of a new Car takes place on that day. The Lease Price for this latter Car must be paid on the day of delivery also.
- If Customer temporarily does not or is not able to use the

Car or the facilities provided by Lessor as a result of whatever circumstances, Customer shall not be released from his payment obligations.

- Customer has authorised Lessor to collect all receivables from Customer's bank account by direct debit through a corporate standing authorisation (SEPA).
- If the Customer fails to pay on time, they are automatically in default without a notice of default being required. Upon a second payment reminder (without further notice), the Customer owes €10 administration costs to the Lessor, without prejudice to the Lessor's right to claim statutory interest and collection costs.
- In the event of any overdue payments Lessor shall also have the right to charge extrajudicial collection costs. In the event that Customer acts in the course of a profession or operation of a business or in the event that the Extrajudicial Collection Costs Decree ("Besluit vergoeding voor buitengerechtelijke incassokosten") does not apply, those costs will be 15% of the outstanding principal amount with a minimum of EUR 100,-. In all other cases the extrajudicial collection costs shall be calculated in accordance with the Extrajudicial Collection Costs Decree or, if that Decree does not apply any longer, a regulation replacing that Decree.

## ARTICLE 8 - MODIFICATION OF THE LEASE PRICE

- Lessor has the right to modify the Lease Price accordingly in case:
  - after the order but prior to delivery of the Car changes occur in the cost components on which the Lease Price was based (article 6)
  - it appears, during the term or on termination of the Lease Contract, that a discrepancy in excess of more than 10% exists between the number of Contract Kilometres and the actual number of driven kilometres (Cf. article 11);
  - of changes in insurance premiums or vehicle ("casco") insurance coverage, or changes of government regulations and/or measures, levies or taxes that influence the Lease Price and/or residual value of the Car;
  - the cost of maintenance, repair and/or replacement transport have increased by more than 5% since the commencement date of the Lease Contract as shown by the index figures of CBS (consumer price index figure for maintenance and repair of private vehicles and/or rent of means of transport);
  - the specification of the Car has been changed at the request of Customer or as a consequence of statutory provisions.
  - government subsidies that applied at the time at which the Lease Contract was concluded and were applied to the Lease Price accordingly, are not granted (article 6.2).
- The modified Lease Price shall apply from that point in time at which circumstances have changed. Modification of the Lease Price will not result in the right of either Party to invoke early termination of the Lease Contract. Lessor can in no way be held liable for any direct and indirect consequences of those changes.

## ARTICLE 9 - PROVISIONS FOR LIGHT COMMERCIAL VEHICLE REGISTRATION

- If the Car is a Light Commercial Vehicle (LCV) within the meaning of the Act on the taxation of passenger cars and motorcycles 1992 ("Wet op de belasting van personenauto's en motorrijwielen 1992"), ("BPM Act") respectively the Act on the taxation of motor vehicles 1994 ("Wet op de Motorrijtuigenbelasting 1994"), the provisions of this article apply.
- By signing the Master Agreement Customer declares to meet and continue to meet all pertinent conditions referred to above in connection with the requirements for obtaining exemption from the private vehicle and motor cycle tax ("BPM") for entrepreneurs, respectively the application of the motor vehicle tax rate that applies to entrepreneurs. If a change in these circumstances occurs with Customer, Lessor shall be notified of this immediately.
- Customer shall not make modifications to the Car as a result of which the Car may no longer be considered an LCV within the meaning of the legislation referred to in paragraph 1 of this article.
- In the event that the requirements of the provisions in paragraph 2 and 3 are not met, Lessor may either terminate the Lease Contract immediately in which case Customer shall owe to Lessor the fee as set out in article 21.1 of the General Terms and Conditions, or continue the Lease Contract subject to modification of the amount of the Lease Price and/or the duration of the Lease Contract to its changed tax status. Modification of the Lease Price and the Lease Contract subject to this article shall not give Customer the right to terminate the Lease Contract.
- In the event that any additional BPM or motor vehicle tax is levied from Lessor or if a different tax measure is imposed on Lessor because the statutory requirements concerning the eligibility for exemption from BPM are not (no longer) met or because Customer is not (no longer) considered an entrepreneur who is eligible for a BPM refund as referred to in article 13a BPM Act by the Tax Authority, any financial risks that result or may result from this including those in connection with BPM and tax penalties, shall be borne by Customer entirely. Customer is required to pay any amounts concerned to Lessor upon request of Lessor without prejudice to any obligation of Customer to pay any other amounts under the provisions of this article.
- If the additional taxes or tax measures as referred to in the previous paragraph are imposed on Customer they shall be borne by Customer itself and shall not be charged to Lessor by Customer.

## ARTICLE 10 - COSTS NOT INCLUDED IN THE LEASE PRICE

- In addition to the Lease Price, all costs of the use and possession of the Car that have not been mentioned explicitly as being part of the Lease Price and that are not covered under the insurance for the Car shall be borne by Customer, including but not limited to:
  - washing, shining, cleaning the inside and outside of the Car, minor interim maintenance concerning oil, brake fluid, coolants and adblue, as well as storage, parking and tolls including any administration fees of the supplier and/or Lessor;
  - repairs to any objects that are not part of the Car model/type as it has been leased;
  - direct and indirect costs caused by negligent care or negligent/improper use of the Car;
  - replacement or repairs to tyres not being caused by normal

- e. wear and tear, e.g. carcass breakage or impact damage; repairs and parts not being caused by normal wear and tear and/or mechanical defects or caused by negligence of improper use;
- f. fitting or adding accessories which become necessary under statutory regulations;
- g. costs necessary for the production of new keys and replacement of the registration certificate;
- h. costs/repairs necessary in connection with circumstances as set out in article 12.4;
- i. costs in connection with updates of systems such as but not limited to navigation, telematics and assistance systems;
- j. costs/repairs and/or inspections of tailgates, loading surfaces and lifting equipment.
- k. maintenance, damage, and repair costs of a home charging point (if included in the lease contract).

#### ARTICLE 11 - KILOMETRE READING

1. The Lease Contract specifies the settlement price per kilometre for both excess kilometres and under-kilometres driven. Lessor will compare the number of kilometres driven with the number of Contract Kilometres for each Car at least twice per year.
2. The number of kilometres driven as shown by the odometer shall be considered binding unless a defect of the odometer has occurred. In that case Lessor shall determine the actual number of kilometres driven during the time of the defect on the basis of information known to Lessor. Should it be impossible to determine that number with sufficient accuracy the average of the daily number of kilometres driven per day during the most recent period of 2 months shall be used as a basis. A defect to the odometer must be reported to Lessor in writing within 24 hours.
3. Lessor reserves the right to apply a kilometre settlement in accordance with the excess kilometre or under-kilometre price referred to in the Lease Contract on the basis of the information obtained.
4. In case less kilometres have been driven Lessor is not obliged to reimburse more than 10% of Contract Kilometres.
5. In case of excess kilometres Lessor has the right to retroactively adjust the Lease to the actual average number of kilometres driven per year, to modify the term of the Lease Contract and to charge the administration costs that apply at that point in time. The modified Lease Price shall apply from entry into service of the Car and shall be balanced with amounts that have already been charged.

#### ARTICLE 12 - REPLACEMENT CAR & TEMPORARY TRANSPORT

1. In the event that replacement transport has been contractually agreed and it is not possible to use the Car as a result of a defect or the repair of a defect which cannot be carried out within the time contractually agreed, Saturdays, Sundays and holidays not included, Lessor will make a replacement car available as soon as possible for the time during which the Car is not available to Customer. Lessor will aim to provide a car similar to the kind, type and fuel type of the Car or a car according to the agreements made for such a case with Customer. However, Customer cannot derive any rights from and/or make Lessor liable for this.
2. Lessor cannot be held liable for any damage caused by the inability to use the Car.
3. The provisions of the Lease Contract shall apply in full to the replacement car. Deviating conditions of rental companies with respect to a deductible excess or other matters shall be for the account of Customer.
4. In the event that the Car cannot be used as a result of a fault or negligence of Customer or in the event of damage that is not covered or caused by options and/or accessories that are not part of the Lease Contract, all costs of the replacement car shall be borne by Customer. In case Customer drives a replacement car while the Car is or is again available to Customer, any resulting costs shall be borne by Customer. Customer is obliged to ensure whether the vehicle under repair, the Car, is available again and to collect it immediately.
5. If the Customer uses a replacement car while the original car is still or again available to them, all resulting costs are at the client's expense. The Customer must verify whether the vehicle to be repaired is again available and must promptly collect it.
6. If insurance is not included in the lease contract, the client is not entitled to replacement transport in the event of damage. The costs of replacement transport are entirely at the Customers expense.
7. If replacement transport is provided due to maintenance and/or repair (Article 14), but maintenance is not part of the lease contract, the Customer has no entitlement to replacement transport and all costs are at the Customers expense.
8. If replacement transport is provided due to assistance (Article 15), but assistance is not included in the lease contract, all costs of replacement transport are entirely at the Customers expense.
9. If and to the extent that the use of a replacement car is not included in the Lease Price the costs of use of a replacement car that has been accepted by Customer shall be invoiced to Customer separately and Customer shall pay these costs without delay. This also applies to replacement car costs before the period specified in the Framework Agreement or lease contract (for example, 24, 48, or 72 hours) begins.
10. To the extent that a replacement car is included in the Master Agreement or Lease Contract the kilometres travelled in the replacement car(s) will be deemed to have been driven with the Car and they will be applied to the annual kilometre settlement or on termination of the Lease Contract.
11. For the use of replacement transport for LCVs or customised company cars Lessor uses LCVs with standard specifications, as a result of which those cars will generally not have specifications identical to those of the Car which they replace.
12. Customer may use a temporary car from those offered by Van Mossel Shortlease & Rent. For this purpose a Short Lease Agreement will be:
1. drawn up for each car, which sets out information such as the monthly rate, excess kilometre charge and make/type of the car. The general lease conditions of Van Mossel Shortlease & Rent shall apply to the temporary car.

#### ARTICLE 13 - USE OF THE CAR

1. Customer shall use the Car (or have it used) with due care and according to its intended purposes, in accordance with the specifications and properties of the Car and shall ensure that it will always be in a proper condition. In a general sense, Customer shall exercise due care with respect to the Car.
2. The Car may be used only by a competent driver who is in

possession of a driver's licence that is valid in the Netherlands as prescribed for the Car by law.

3. Customer shall ensure that the Car is not used for driving lessons, performance drives, reliability drives, use on a circuit, skid and driving skill training, the transport of hazardous substances and/or use in a territory in which the insurance does not provide cover.
4. Customer or Driver may not alienate, pledge, rent or otherwise encumber the Car or in any other way allow third parties to use it for an extended period of time or to use it for any purpose other than the purpose for which the Car is intended, or to perform any acts that may harm the interests of Lessor or transfer rights or obligations under the Lease Contract to any third parties.
5. Customer may allow third parties to drive the Car, provided that Customer or Driver has approved of this and to the extent that such third parties are in possession of a driver's licence that is valid in the Netherlands as prescribed for the Car by law.
6. Customer is allowed to equip (or have equipped) the car with additional accessories including wheels and/or tyres that differ from the standard factory specifications, costs to be borne by Customer, provided and to the extent that Lessor has approved of that in writing. The costs of replacing or repair of these accessories, to the extent that they are not part of the Lease Contract, shall be borne by Customer. In case of replacement of tyres only additional costs, compared with the costs of tyres that are fitted as standard will be charged.
7. Customer or Driver is never allowed to equip the Car with additional accessories that modify the engine power of the Car. Any direct and indirect damage and costs caused in connection with this shall be borne by Customer entirely.
8. If Customer wishes to equip the Car with advertising or equipment for the purpose of its business operations this also requires the written permission of Lessor. The costs caused in connection with affixing and, on termination of the Lease Contract, removal and restoring the original condition of the Car shall be borne by Customer.
9. If a traffic violation has been committed with the Car Customer undertakes, in accordance with article 181 of the Dutch Road Traffic Act ("Wegenverkeerswet"), to identify itself to Lessor and the police within fourteen days after a request to that effect by one of the persons referred to in article 159 of the Dutch Road Traffic Act. In the event that a felony has been committed with the Car Customer undertakes, in accordance with article 165 of the Dutch Road Traffic Act, to disclose the name and all address information of the Driver to Lessor and the police within 48 hours even if disclosure is not requested by one of the persons referred to in article 159 of the Dutch Road Traffic Act.
10. Any charges and/or fines and/or costs that are or may be imposed by the authorities, for which Driver and/or Customer has been responsible shall be borne by Customer. Customer indemnifies Lessor from and against any claims on the basis of violations of the law, regulations and provisions that may apply to the condition and use of the Car. If Lessor is held liable for such violations in spite of this, Lessor shall charge the costs of this increased by a surcharge for administration costs, to Customer.
11. In the event of grave or repeated violations of the provisions of the Dutch Road Traffic Act by Customer or Driver Lessor shall have the right, after consultation with Customer, to terminate the Lease Contract taking effect immediately; in that case Customer shall be obliged to compensate Lessor for any and all damage and costs.
12. Customer declares to be aware of the fact that the Car may be confiscated by the police and/or judicial authorities in the event that grave offences are recorded. In that case Customer shall owe to Lessor any and all costs including legal expenses for the purpose of the release of the Car. In the event of forfeiture of the Car by a court of law Customer shall be obliged to compensate Lessor for any and all damage and costs.
13. The Car may be used only in those countries referred to in the international insurance certificate.
14. It is prohibited to keep the Car outside the countries of the European Union during an uninterrupted period of more than eight (8) weeks unless expressly agreed otherwise.
15. Customer or Driver shall ensure that the Car is fuelled only with the correct fuel as indicated in the official manual of the Car. Any direct and/or indirect damage caused by the use of incorrect fuel shall be borne by Customer.
16. In case of lease of a fully or partially electric Car Customer or Driver may use an electrical home charge point. Lessor cannot in any way be held liable for any damage to the Car or the home that may be caused by the use of the electrical home charge point. Cf. article 19.3.f and 25.g and h.
17. It is expressly prohibited for the client or driver to use any electronic device or software aimed at altering, blocking, or otherwise manipulating the odometer reading of the vehicle. All direct and indirect damage related to a breach of this article is entirely at the client's expense.
18. The client is entitled to have a vehicle tracking system or other telematics system installed in the car by a recognised and qualified installer. If the system causes malfunctions or other damage to the car, all related costs (including repair, maintenance, assistance, and premature replacement of parts) are at the client's expense. Costs for maintenance and updates of the tracking system are entirely for the client (see also Article 10.i). Upon termination of the lease contract and before returning the car, the client must have the system removed by a recognised and qualified installer. Removal costs and any damage caused by removal are for the client (see also Article 22.13).

#### ARTICLE 14 - MAINTENANCE AND REPAIR

1. Customer undertakes to service the Car (or have it serviced) in accordance with the maintenance schedule of the manufacturer. Repairs and maintenance must be carried out by a dealer authorised by Lessor in accordance with the provisions set out in the Lease Instruction Manual. Lessor is authorised to inspect the condition of the Car at any time. Customer is obliged to give Lessor the opportunity to perform this inspection.
2. Customer shall regularly check and refill oil, coolant and brake fluids as well as the tyre pressure in accordance with the instructions provided by the manufacturer and in accordance with the instructions as referred to in the Car manual. Damage caused by non-compliance or improper compliance with these obligations shall be at the risk and for the account of Customer.
3. Premature tyre replacement and/or tyre repair due to excess wear, incorrect pressure, impact damage or perforation shall

be at the risk and for the account of Customer.

4. The maximum load capacity and maximum tow weight determined for the Car may not be exceeded. Damage caused by improper compliance with this obligation shall be at the risk and for the account of Customer.
5. Customer shall ensure that the Car is made available in a timely manner for all inspections prescribed by law such as the "APK" and "LPC" and Environmental inspections. Any consequences, e.g. a prohibition to use the Car in traffic, that the car is no longer insured, damage or fines imposed as a result of non-compliance or late compliance with this obligation shall be at the risk and for the account of Customer.
6. For repairs and servicing abroad Customer shall consult Lessor (by telephone) in advance. Once the (approved) costs have been paid by Customer these costs, after the invoices and proof of payment have been submitted, will be balanced with Customer by Lessor, to the extent that these costs meet the regular Dutch standards.
7. A defect to the odometer of the Car must be reported to Lessor in writing within 24 hours.
8. At the request of Customer winter tyres will be made available during the term of the Lease Contract, for which Lessor will charge to Customer an agreed monthly fee. In case of replacement of winter tyres Lessor reserves the right to fit proper, used winter tyres in the final year of the Contract.
9. If Customer uses the option of this winter tyre arrangement Lessor will see to storage of summer respectively winter tyres. The costs in connection with this are included in the Lease Price.

#### ARTICLE 15 - ROADSIDE ASSISTANCE SERVICE

1. In the event that the Lease Contract offers an extended assistance service for roadside assistance and/or damage, also abroad, this service will be provided by an assistance provider contracted by Lessor.
2. Costs incurred with such assistance service providers for necessary repairs, damage repair and a replacement vehicle will be borne by Lessor, to the extent that such services are offered under the Lease Contract.
3. If the Customer does not cooperate with assistance provided by the assistance organisation, the Lessor shall not be liable, and any (in)direct damage and/or costs related to lack or insufficient cooperation shall be borne by the Customer.

#### ARTICLE 16 - FUEL MANAGEMENT AND MOBILITY CARD

1. In the event that the Lease Contract states that it is extended by so-called fuel management, the following provisions shall apply. Fuel management includes both fuel and electricity.
2. Lessor enables Customer to tank fuel and/or charge electricity for the Car at Lessor's expense by means of identification card(s) to be provided to Customer by Lessor. All purchases made with the fuel/electricity card are at the risk and for the account of Customer.
3. Along with the monthly Lease Price of the Car a 1/12th part of the following advance will be charged to Customer:
  - a. the annual fee for fuel management, for management, administration and reporting;
  - b. the estimated annual cost of fuel consumption determined by Lessor on the basis of the average fuel and electricity consumption as provided by the manufacturer/importer and the Contract Kilometres and fuel and electricity list price.
4. The monthly fuel and electricity advance is specified in the Lease Contract and is subject to modification by Lessor if price changes of fuel and/or electricity are such that, at the discretion of Lessor, they require modification.
5. Fuelling or charging shall be done using the fuel/electricity card only. In case of force majeure, for instance in case of a defective fuel/electricity card the driver is allowed to declare the fuel and/or electricity costs in accordance with Customer's car policy. Lessor shall never be liable for a malfunctioning fuel/electricity card.
6. Customer is obliged to ensure that the correct kilometre reading of the Car is recorded each time that the Car is fuelled.
7. The fuel/electricity card(s) provided will remain the property of Lessor. After termination of fuel management under the Lease Contract such cards must be destroyed by Customer. Customer is liable for the use of the fuel and electricity card. Lessor does not accept any liability in case of loss, theft or misuse of the card. Costs of this damage shall be borne by Customer entirely. In the event of loss or theft of the card(s) Customer is obliged to notify Lessor of this within 24 hours after discovery. Lessor will see to replacement of the card(s) and may recover the costs of replacement from Customer.
9. Customer shall indemnify Lessor from and against any costs and consequences caused by misuse of fuel and electricity card(s). Fuel, electricity or other optional payment services chosen that are paid for with the above card(s) without the approval of Customer shall nevertheless be for the account of Customer.
10. At the request of Customer Lessor may submit a periodic account concerning the paid and the actually used fuel, electricity and/or oil, the total, actual costs, being all costs charged to Lessor by the supplier of fuel and electricity card(s) shall be set off against the total of the calculated advance payments once every month. The costs shall also be set off against the advance payments on termination of the Lease Contract.
11. Fuel, electricity and/or oil purchased for the purpose of a temporary or permanent replacement car shall be deemed to have been purchased for the Car.
12. Customer may opt to expand the fuel or electricity card(s) with several Car related payment services such as those for parking, tolls, car wash, fuel abroad and the purchase of liquids and lubricants for the purpose of the Car. The total costs of this which will be charged to Lessor by the supplier, shall be charged to Customer each month.
13. At the request of Customer Lessor may provide a mobility card for the purpose of Public Transport ("OV") and Public Transport bicycle ("OV fiets") transactions. The costs of all transactions will be charged to Customer each month. In the event that the mobility card is refused, the user may claim the costs in accordance with Customer's car policy. Lessor shall never be liable for any consequences of malfunction of a mobility card.

#### ARTICLE 17 - DAMAGE AND LOSS

1. In the event of theft or damage caused to or by the Car Customer is obliged to notify Lessor BY TELEPHONE IMMEDIATELY after the Customer has become aware of the damage and after that, also within 48 hours, by means of a

- fully completed declaration form intended for the purpose, and to submit declarations of witnesses and any other relevant information with respect to the event as soon as possible.
2. In the event of physical injury, theft, embezzlement, vandalism and (attempted) break-in Driver is always obliged to have an official record and/or police report drawn up and to submit to Lessor within 48 hours, the key(s) and spare key(s) of the Car, fuel card(s), registration certificate and other documentation, as well as the components of audio, navigation and communication equipment that are removable for the purpose of reduction of damage caused by break-in and theft. Customer is liable for the consequences of any incorrect acts or omissions in connection with this.
  3. In the event of theft or damage caused to or by the Car Customer and Driver are obliged to submit to Lessor, if requested, a written and signed declaration concerning the cause, circumstances and extent of damage.
  4. In the event of theft and/or loss of one or more keys to the Car Customer is obliged to notify Lessor of this within 24 hours and, if deemed necessary by Lessor, to temporarily secure the Car to prevent any theft, embezzlement or break-in.
  5. Customer and Driver shall refrain from making any comments to third parties concerning the cause of, liability for and/or fault causing the event and damage, if any. Customer and Driver shall refrain from any acts, commitments and declarations from which acknowledgment of an obligation to pay damages could be inferred, and in general, shall refrain from anything that could harm the interests of Lessor. Customer shall be liable for the consequences of any incorrect acts or omissions in connection with this.
  6. Lessor shall never be liable for any injury, whether or not resulting in death, of persons who are transported by means of the Car or for damage, loss or theft of objects present in, on or to the Car.
  7. Customer indemnifies Lessor from and against any claims with respect to damage caused to third parties to the extent that such risks are not covered by the insurance.
  8. Lessor shall not be liable to Customer for any damage of whatever kind, caused to Customer in connection with the Car, or to any third party/parties for whom Customer is responsible or to whatever third party/parties.
  9. Any right to a compensation shall lapse in case Customer intentionally provides incorrect information or does not or does not in a timely manner fulfil the obligations of the General Terms and Conditions and harms the interests of Lessor as a result of that.
  10. Directly after damage has occurred Customer shall offer the Car for an assessment of the damage and follow the instructions of Lessor concerning repair of the damage. In case it is not possible to settle the damage in the usual way due to non-availability of the required documents, any costs caused by that shall be borne by Customer.
  11. In the event of damage Customer shall owe the deductible excess as determined, unless the damage caused is entirely compensated by a third party. As soon as the full compensation of the damage has been received by Lessor, Lessor shall refund the amount of the deductible excess to Customer.
  12. Damage to or loss of personal property of Customer and/or Driver that is present in the Car shall be borne by Customer unless this damage is compensated by a third party. In case and to the extent that property of the Customer that is present in or to the Car are covered
- by the insurance of Lessor, which appears from the Lease Contract and from a written confirmation at the time of commencement of the insurance cover (Cf. for insurance article 18), Customer is obliged to submit to Lessor the original purchase invoices of the insured objects with the notification of the claim.
13. Permanent loss of the Car as a result of theft or in case of such (collision) damage that in the opinion of an expert or Lessor repair is not technically or economically feasible, shall cause the Lease Contract to end. Without prejudice to the above Lessor shall have the right to continue the Lease Contract by means of a replacement car to be made available by Lessor. In case of theft Lessor applies a term of 30 days from the date of discovery before terminating the Lease Contract.
  14. Increase of deductible excess:
- In the event that a non-recoverable damage reoccurs within 12 months the contractually agreed deductible excess shall apply, increased by 100%. This increase however, does not apply in case of so-called limited vehicle damage, being break-in, glass damage, fire, theft, storm and/or hail damage.
15. Lessor reserves the right to interim modification of the deductible excess.

#### ARTICLE 18 - LEASE INCLUDING INSURANCE AND VEHICLE ("CASCO") COVER

1. Lessor undertakes to take out a third party liability insurance ("WA") for each Car to be made available to Customer, which insurance provides cover that is valid in all countries indicated in the international insurance certificate, up to the statutory minimum amounts for material damage and personal injury with an annual maximum per vehicle mentioned - in the third party liability terms & conditions.
2. Unless agreed otherwise Lessor undertakes to arrange cover against vehicle damage up to the book value of the Car and the insurance of the options and accessories included in the Lease Price, for each Car to be made available to Customer. Lessor manages the cover of vehicle damage itself (article 19).
3. Damage that is not or not fully covered under the insurance shall be borne by Customer. In such cases Lessor is not obliged to provide a replacement car.

#### ARTICLE 19 - COVER AGAINST VEHICLE ("CASCO") DAMAGE

1. Lessor manages the cover of vehicle ("casco") damage itself. This article provides a non-exhaustive overview of the coverage conditions. For a complete overview, please refer to the applicable terms and conditions for third-party liability insurance, extended liability cover (Casco) insurance, and, if included in the lease contract, the terms and conditions for Traffic Accident Insurance (TAI).
2. Vehicle damage to or loss of the Car is covered if caused by:
  - a. fire, explosion, short circuit or lightning, also in case a defect in the Car itself is the cause;
  - b. repair or replacement of one or more windows of the Car;
  - c. theft and joyriding, including the damage caused to the Car in the time during which the Car was beyond the control of Customer and Driver;
  - d. break-in of forced entry or attempts thereto;

- e. flood, surges, inundation, hail, earthquake, volcanic eruption, avalanches, falling rocks, collapse, landslide or storm;
  - f. vandalism;
  - g. collision with aircraft or parts thereof or objects from aircraft;
  - h. external calamities in the time during which the Car was entrusted to a transport company, however, not including winching, towing, scratching, grazing or paint damage;
  - i. impact, collision, skidding, tipping over, leaving the road or immersion in water, malicious wilful damage, any other calamity, provided that such calamity is external. Damage caused by any prior or subsequent events is not covered.
3. Cover against vehicle damage is excluded in the event that
    - a. Customer has not fulfilled one or more of the obligations referred to in article 13 and 14;
    - b. it is caused by and/or has resulted from his/her intentional unlawful act directed against any person(s) or good(s) including any damage resulting from such act;
    - c. it is caused by or has resulted from intent, fault, conscious recklessness and/or negligence on the part of Customer;
    - d. it has been caused by, occurred during or resulting from nuclear reactions, irrespective how and where such reaction occurred;
    - e. it has been caused by or resulted from an armed conflict, civil war, insurrection, internal disturbance, riot and mutiny;
    - f. it is damage caused to or by an electrical home charge point that has been co-financed. In the event of total loss of the Car and, as a consequence, termination of the Lease Contract in accordance with article 17.13 the electrical home charge point will be settled in accordance with the provisions for early termination, article 21.1;
    - g. it has been caused by inattentiveness as a result of the use of mobile communication and infotainment devices;
    - h. Customer is not able to return the complete key set provided on delivery and has not previously reported in writing and in a timely manner (within 24 hours after discovery, Cf. article 17.4) that one or more keys to the Car have been stolen, embezzled or lost;

The exclusions referred to under a, b and c do not apply in case Customer proves that the circumstances referred to have occurred without his knowledge or against his will and that it cannot reasonably be reproached for those circumstances in any way.

    - i. Damage to tyres
  4. In the event of theft of the navigation system that is part of the equipment of the Car Lessor reserves the right to install a different but equivalent navigation system that is less prone to theft. Lessor is not obliged to compensate Customer financially.
  5. Client is obliged to have damage repaired by a car repair centre authorised by Lessor.

#### ARTICLE 20 - LEASE EXCLUDING INSURANCE AND VEHICLE ("CASCO") COVER THROUGH LESSOR

1. In case of lease excluding insurance and cover against vehicle ("casco") damage through Lessor the obligations in the articles 17.1, 17.7, 17.9, 17.11 and 17.12 shall apply accordingly.
2. In case the insurance and cover against vehicle damage offered by Lessor is not used Customer itself shall insure and continue the insurance of the Car against vehicle damage and third party liability risks in connection with the Car.
3. In case Customer itself insures the Car the articles 20.3 through 20.7 shall form an integral part of the Lease Contract and these General Terms and Conditions.
4. The articles 17.8, 17.13 and 17.14 of the General Terms and Conditions shall not apply.
5. Customer shall insure the Car (have it insured) and continue its insurance with a generally known and reputable insurance company on the basis of full vehicle ("casco") cover and third party liability ("WA") cover that is at least equal to the book value of the Car calculated by means of an annuity method. Customer shall insure the Car and keep it insured in accordance with the Dutch Motor Vehicle Liability Act ("Wet Aansprakelijkheid Motorvoertuigen"). Customer is obliged to have the WM1192 form provided to him by Lessor immediately signed by the insurer and to submit this form to Lessor without delay. Customer is obliged to show the policy and receipts of the premium obtained from the insurer to Lessor upon request. Customer shall ensure, if necessary by means of a deed of assignment, that Lessor is the only party to the exclusion of any other parties that is entitled to receive insurance benefits and that also has the right to exercise other rights and powers under the insurance agreement. In case the insurance benefits do not or not fully cover the damage for whatever reason, including the costs of replacement transport caused as a result of damage or theft, Customer shall be obliged to pay all damage caused to Lessor. In the event of a failure of Customer with respect to the insurance of the Car, any and all costs resulting from any damage or claims of third parties shall be borne by Customer. Customer cannot seek the assistance as referred to in article 15 for the purpose of assistance in the event of damage. The assistance must be arranged by the insurance company by whom the Car has been insured.
7. Customer is not authorised, unless Lessor has given its express, written approval, to agree with its insurer a deductible excess higher than EUR 500,-. Lessor has the right to stipulate additional conditions in the event that Customer wishes a higher deductible excess.
8. Lessor reserves the right to request the conditions of the insurance policy and inspect them for approval prior to initial entry into service of the Car.
9. Customer shall provide to Lessor a copy of each modification of the policy. Lessor also reserves the right to annually request proof of payment of premium.
10. Customer now and for henceforth pledges its claim against the insurance company in respect of any event that is covered by the policy by way of security for a possible claim of Lessor against Customer in the event of damage to or loss of the Car, which pledge is accepted by Lessor. Customer declares to have the right to assign this pledge and declares that no third party (parties) have a right to the claim that has been pledged. Lessor shall notify the insurer in writing of the pledge as a formal confirmation of the pledge. In case the conditions of the policy contain a prohibition of pledge and/or assignment Customer shall inform Lessor of this upon compliance with article 20.8 by Customer.
11. In the event that damage and/or defects are discovered on return of the Car, and such damage and/or defects have not been reported to Lessor by Customer/Driver prior to the date of return, they shall be assessed by an expert. The amount of the damage determined in that way shall be charged to Customer by Lessor and must be paid within 8 days of invoice

12. Customer declares to approve that all costs in connection with an accident with the Car which are not acknowledged by the insurance company as costs to be compensated by the insurance company, being either damage to the Car or damage to the Parties hereto or third parties, shall be borne by Customer, who indemnifies Lessor from and against any liability in connection with that. This applies in particular to uninsurable risks such as driving in violation of statutory rules, embezzlement and operating damage.
13. The Lease Contract shall be terminated without the intervention of a court of law in the event that the insurance company terminates the insurance agreement on account of a failure to pay and/or conduct of Customer, in which case article 21 (early termination) shall apply accordingly.
14. Customer undertakes and will impose on the insurance company the obligation to immediately notify Lessor by registered post in case the insurance is terminated or the insurance cover is rejected for any reason.
15. In case the payment of the insurance company to Lessor is reduced by an amount due to Customer's deductible excess, Customer shall pay this amount owed to Lessor within 8 days.
16. In the event of a total loss (total loss, theft and such) of the Car the difference between the book value of the Car with Lessor and the benefit paid by the insurance company, both positive and negative, shall be for the account of Customer. Lessor is hereby irrevocably authorised to request from the insurance company information about the status of the insurance and to do anything that is in the interest of maintaining the insurance.
18. If Customer fails to pay the insurance premium Lessor shall reserve the right to pay the insurance premium to ensure that the cover is not jeopardised. Customer now and for henceforth agrees to this. Lessor shall subsequently recover the amount that it has paid, from Customer.
19. If Lessor sees fit due to (impending) default on the part of Customer or the insurer chosen by Customer it shall reserve the right to oblige Customer to lease the Car through Lessor, inclusive of insurance and cover.
20. In case the insurance is not included in the Lease Contract Customer shall be obliged to have damage repaired by a car repair centre authorised by Lessor.

#### ARTICLE 21 - EARLY TERMINATION

1. Customer may terminate the Lease Contract early subject to the condition that Customer announces this in writing, two months in advance, and fully compensates Lessor. The amount of the compensation is the difference between the book value calculated by means of an annuity method and the market value or proceeds from sale, increased by incurred costs and loss of profit. Any existing other claims shall be for the account of Customer as well. This also applies to an electrical home charge point under a Lease Contract, for which Customer shall owe the book value calculated by means of an annuity method.
2. Lessor may declare the Lease Contract terminated by registered post or a writ served by a bailiff, without any notice of default being required and may repossess the Car or have it repossessed, in cases that include:
  - a. if Customer, despite a reminder, fails to fulfil any obligation towards Lessor;
  - b. if Customer applies for or is granted suspension of payment, offers an amicable or a court-approved settlement, applies for bankruptcy, if the Debt Rescheduling (Natural Persons) Act ("Wet Schuldsanering Natuurlijke Personen") is declared applicable to Customer, if Customer relocates abroad or sells, discontinues or liquidates its company or part thereof;
  - c. if property of Customer or the Car is attached;
  - d. if it is not possible to obtain normal (insurance) cover against third-party liability and vehicle damage, for instance due to an extreme claims record;
  - e. if the Car is confiscated by the authorities;
  - f. circumstances in which Lessor's possibilities of recourse from Customer are jeopardised;
  - g. if excessive costs of repair or maintenance have been incurred for the Car and it may reasonably be assumed that they were caused by fault, reckless conduct or intent on the part of Customer;
  - h. if it appears that Customer has not acted in good faith or provided incorrect or incomplete information or consciously withheld information at the time of conclusion of the Lease Contract;
  - i. if Customer is a legal entity and this legal entity is dissolved or liquidated;
  - j. Customer has left the Netherlands.
3. In the event of termination by the Lessor of a Lease Contract, the client is obliged to fully indemnify the Lessor. Payment of all remaining lease installments after deduction of the components withholding tax and insurance premium is the starting point. In the event of termination, Lessor is also entitled to compensation for all other costs, damage and interest arising as a result of the termination, including compensation for legal and other assistance in and out of court.
4. Without prejudice to the right of Lessor to terminate the Lease Contract in such cases cancellation of a Car ordered on behalf of Customer or Customer's refusal to take delivery of such Car shall be considered early termination on the part of Customer. In that case Customer shall be obliged to fully compensate Lessor for any damage. These damages shall consist of compensation for any costs, damage and interest including costs of legal and other assistance, arising from such early termination.

#### ARTICLE 22 - RETURNING THE CAR AND FINAL ACCOUNT

1. In case of termination of the Lease Contract Customer shall return the Car, in a sound condition, to Lessor or at a different location as agreed.
2. The return of the Car will be confirmed by a signed digital consent note/shipping document in which the odometer reading and the overall condition of the Car at that time are recorded. The Car will be washed on arrival at Lessor's and checked in detail, under the best conditions possible, for damage, defects and missing items which will be specified in the return report. Any damage that has not been reported and any missing items shall be at the risk and for the account of Customer and will be charged.
3. On termination of the Lease Contract an electrical home charge point provided under the Lease Contract will become the property of Customer. In the event of early termination Customer shall owe the compensation referred to in article 21.

4. When returning the Car Customer shall hand over all keys, the entire car registration document, the service record book, any fuel card(s) and all accessories and components such as the charger cable which are included in the Lease Price. If one or more of the items referred to above are missing, the cost in connection with those items shall be borne by Customer.
5. Accessories that are not included in the Lease Price may be removed by Customer, costs to be borne by Customer, provided that such removal does not result in damage or loss of value.
6. Lessor shall have the right to charge to Customer any costs of repair and extra reductions in value of the Car caused by improper use and/or damage that has not been reported. Likewise, costs caused by documentation and accessories that were lost or not returned to Lessor in a timely manner, shall be borne by Customer.
7. If Customer is not willing to return the Car at the end of the lease term, Lessor shall have the right to suspend services, demand the return of the Car, and Customer shall be obliged to pay to Lessor all costs, damage and interest arising from the late return. This does not require a notice of default.
8. Without prejudice to the provisions of article 11.3 of these General Terms and Conditions any excess kilometres or under-kilometres will be settled at the end of the Lease Contract at the price specified in the Lease Contract. Kilometres driven with replacement cars will be added to the number of kilometres driven with the Car.
9. Excess kilometres and under-kilometres will be understood to mean the difference between the actual number of kilometres driven and the number of Contract Kilometres, being the actual months multiplied by the number of Contract Kilometres per month.
10. The final account concerning the costs incurred by means of the fuel card(s) will take place once no further invoices in connection with those costs are expected.
11. If, after the final account, any other costs are submitted directly in connection with the Lease Contract (for instance damage that had not been settled yet, invoices for repairs or fines) shall be charged to Customer subsequently.
12. Customer does not have a right of retention in respect of the Car in connection with any claim whatsoever.
13. If the Car is fitted with a tracking system or any other telematics device, the client must have it removed by a recognised and qualified installer before returning the car. The costs of removal are entirely for the client's account. The client is responsible for deregistering and returning the vehicle tracking system to the system provider.

#### ARTICLE 23 - ATTACHMENT AND MEASURES OF THIRD PARTIES

1. In the event that third parties wish to exercise any rights in connection with the Car, assert any claim or (threaten to) take any other measures, Customer and/or Driver shall notify such third parties of the ownership rights of Lessor without delay. Customer/Driver is obliged to inform Lessor of this immediately, no later than within 24 hours, and if necessary, take measures himself.
2. Lessor itself may take all measures which it considers necessary for the protection of its rights. By signing the Lease Contract Customer authorises Lessor to take any such measures on behalf of and for the account of Customer/Driver if necessary. The costs of the measures to be taken shall be borne by Customer.

#### ARTICLE 24 - PURCHASE OPTION

1. If and to the extent as stipulated in the Lease Contract, Customer has the option to purchase the Car, provided that Customer has always fulfilled its obligations towards Lessor during the term of the Lease Contract. If Customer wishes to use this option Customer shall notify Lessor of this at least two months prior to the end of the Lease Contract. After that Lessor will declare at what price Customer may use its purchase option.
2. In case the Contract specifies a "purchase option price" this amount is the amount that applies at the time of regular termination of the Lease Contract; after the term in months and the number of kilometres as (originally) agreed.
3. The purchase option will lapse if Customer has not paid the purchase price to Lessor within five (5) business days after the day of termination of the Contract.
4. Transfer of ownership of the Car may take place once Customer has fulfilled all obligations resulting from both the Lease Contract and the purchase option.
5. Irrespective whether Customer uses its purchase option Lessor will make every effort to ensure an efficient operation of the Car, to maintain the safety and operational reliability of the Car until the end of the lease term agreed. Lessor cannot be expected to incur costs for the purpose of use of the Car after the lease term.

#### ARTICLE 25 - LIABILITY

1. Lessor shall not be liable in any way and therefore never be obliged to compensate any damage caused to Customer or third parties as a result of the use of the Car made available by Lessor, within the meaning of article 13. Likewise, Lessor is never obliged to compensate any operating damage, damage or loss of income, consequential damage or indirect damage. Customer indemnifies Lessor from and against all claims of third parties in connection with this. The above does not apply if damage has been caused by intent or gross negligence on the part of Lessor.
2. Customer is liable for, among other things:
  - a. failure to follow instructions for use and maintenance of the Car, the insurance conditions and the procedures prescribed by Lessor;
  - b. failure to pay any taxes and premiums including insurance premiums in a timely manner, and any costs arising from that unless they are included in the Lease Price;
  - c. violations of traffic rules and traffic legislation;
  - d. damage to the engine, gearbox and other parts of the Car as a result of improper use or insufficient engine oil;
  - e. payment of damage caused to third parties if no insurance package has been taken out;
  - f. damage of whatever kind in connection with the installation of an LPG system;
  - g. damage of whatever kind caused by or to the electrical home charge point that is co-financed;
  - h. damage caused during installation and disassembly of the electrical home charge point that was co-financed;
  - i. any overhead damage. Overhead damage is understood to mean any damage to the Car higher than 190 cm above the ground or damage caused to the Car by any part of the cargo that is located at a height in excess of that.
3. Customer indemnifies Lessor from and against any claims that may be brought against Lessor resulting from or in connection with the possession, ownership or operation of the Car, and if and to the extent that the insurance company refuses or will refuse to pay any benefits to Lessor in case of a claim.
4. Lessor is never liable for loss or damage of goods and/or substances present in, to or on the Car.
5. Lessor is never liable for additional costs resulting from permanent replacement of the Car.

#### ARTICLE 26 - TRANSFERABILITY

1. In case Customer wishes to transfer its powers, rights, privileges and actions under a Lease Contract to a third party, such transfer requires the written approval of Lessor.
2. Lessor has the right to transfer or pledge any claims, powers, rights, privileges and actions in connection with a Lease Contract to a third party. Customer hereby undertakes to cooperate with a transfer by Lessor of Lessor's obligations and rights under the Lease Contract and any additional agreements to one or more third parties by means of a transfer or assignment of contract.

#### ARTICLE 27 - FORCE MAJEURE

1. In the event that Lessor is prevented from performing the Lease Contract as a result of any failure that cannot be attributed to Lessor, Lessor shall have the right to terminate the Lease Contract by registered post without the intervention of a court of law or suspend its obligations under the Lease Contract until the Force Majeure circumstances concerned have ceased to exist, without any obligation on the part of Lessor to compensate any damage.
2. A default cannot be attributed to Lessor under any circumstances in case of force majeure. Force majeure includes but is not limited to: late delivery to Lessor by its importer/manufacturer/supplier/user; restrictive government measures; damage to the Car; strike; lack of personnel; fire; epidemics and pandemics; disruption of operations and damage to the Car caused between the time of conclusion of the Lease Contract and the time of Delivery.

#### ARTICLE 28 - PROCESSING PERSONAL DATA

1. Lessor and Customer may process personal data of Driver and each other. In that case both Lessor and Customer qualify as controllers within the meaning of article 4 paragraph 7 of the General Data Protection Regulation.
2. Lessor and Customer process personal data as part of their own responsibility and they themselves shall ensure lawful processing of personal data.
3. Lessor and Customer shall independently inform Drivers whose personal data is processed of the purposes for which the data is processed, and shall not process the data for any purposes other than purposes for which they themselves have a legal basis.
4. Lessor and Customer shall each independently fulfil their obligations under the General Data Protection Regulation

- and if necessary cooperate with each other.
5. Lessor and Customer may mutually exchange personal data of Drivers. If so, Lessor shall exchange with Customer only such personal data of Driver with Customer that is necessary to perform the Lease Contract to which Driver is a party or to promote the legitimate interests of Lessor.
6. If Customer requests additional exchange of personal data for compatible purposes it shall be the responsibility of Customer to do so on the basis of a legitimate basis. Customer indemnifies Lessor from and against exchange of data performed at the request of only Customer.
7. Customer must digitally report any changes in driver data to the Lessor
8. The privacy statement of Lessor contains more information about processing of personal data. The privacy statement is available at: [www.vanmossel.nl/privacyverklaring](http://www.vanmossel.nl/privacyverklaring).

#### ARTICLE 29 - SEVERAL LIABILITY

1. In case more than one legal entities or persons act as Customer each of those legal entities or persons shall be severally liable for the performance of any and all obligations resulting from the Lease Contract.

#### ARTICLE 30 - APPLICABLE LAW, COMPETENT COURT OF LAW

1. The legal relationship between the Parties is governed by Dutch law exclusively.
2. Any disputes shall be submitted to the jurisdiction of the competent court of law in the district in which the registered place of business of Lessor is located.

#### ARTICLE 31 - GENERAL TERMS AND CONDITIONS

1. Upon request of Lessor Customer is obliged to make the Car available to Lessor for a visual examination and inspection.
2. The right of Customer to set off, suspend or retain payments is expressly excluded.
3. Customer is obliged to inform Lessor ten (10) days in advance of any changes of its company information such as but not limited to legal capacity, contact persons, registered addresses and correspondence addresses, name and address data of the Driver of the Car, and any facts and events that may influence the position of Lessor vis-à-vis Customer or the Car.
4. By signing the Master Agreement Customer declares to be aware of the fact and to approve that Lessor – if applicable – may disclose the Master Agreement, respectively the Lease Contracts and any arrears to a third party or to third parties for the purpose of credit registration.
5. In the event that any provision of these General Terms and Conditions should be void the remaining parts of these General Terms and Conditions shall apply in full force and effect to the extent as possible, and the provision concerned shall be replaced by a provision that reflects the original intention of the Parties as closely as possible.
6. The Coverage Provisions apply to the insurances and the vehicle ("casco") cover. By signing the Master Agreement Customer is considered to be aware of and have taken note of and to subject itself to the Cover Provisions. The Cover Provisions may be amended by the insurer and/or Lessor. If Lessor sees to the third-party liability ("WA") insurance or vehicle ("casco") cover, Lessor shall inform Customer in advance of any amended Coverage Provisions in writing.
7. These General Terms and Conditions were translated from the original General Terms and Conditions in Dutch. In case of inconsistency between both versions the original General Terms and Conditions in Dutch shall prevail.

Version 12.2025 (update) valid from 31.12.2025  
replaces version 08.2025