



## Volvo Car Lease

### 1 General

- 1.1 Lease, rental and fuel agreements are only concluded after they have been signed in a legally valid manner by and returned to Axus Nederland B.V. - trading as 'Volvo Car Lease', Chamber of Commerce number 34063455 with its office at Hoofddorp The Netherlands, hereinafter referred to as the 'Lessor' - and by the client, hereinafter referred to as the 'Lessee'. After receiving the concluded lease agreement, the lease object shall be ordered.
- 1.2 The Lessor shall provide the leased or rented object to the Lessee, whilst the Lessee shall make use of the lease or rental object during the agreed term.
- 1.3 The right of use starts at delivery and ends when the term stated in the lease agreement has passed. When this contractual term passes, the lease or rental agreement will be extended automatically under the same terms and conditions - until the final termination of the lease or rental agreement, by submission of the lease or rental object to the Lessor.
- 1.4 The Lessor is and will remain the legal and economic owner of the lease or rental object for the duration of the lease or rental agreement. The liability for the leased or rented object and its accessories is for the Lessee for the duration of the term of the lease or rental agreement. The Lessor cannot be held liable for any form of damages as a consequence of being unable to use the leased object. The Lessee indemnifies the Lessor against all liabilities and fines which may be enforced against the Lessor as a consequence of the violation of legal requirements regarding the condition and the use of the leased or hired object.
- 1.5 The Lessee shall provide the Lessor with all relevant documentation and information upon their first request, and shall allow inspection of the books, so that the Lessor is given the opportunity of understanding the financial solvency of the Lessee. If in the opinion of the Lessor the solvency of the Lessee provides sufficient reason, or when the Lessee refuses to provide financial details, the Lessor reserves the right not to conclude a lease or rental agreement. The Lessor can at all times claim a form of security from the Lessee to be determined by the Lessor for the security of the obligations arising from the fuel, lease or rental agreement.
- 1.6 The Lessee may not sell, pledge, hire out or otherwise encumber the lease or hire object, or make it available for use to third parties in any other way, or use it for a purpose other than that for which the leased or hired object is intended, and may not act in a way which can damage the interests of the Lessor, or transfer rights or obligations from the lease or rental agreement to third parties. Any form of damages which follows from this is always the liability of the Lessee.

### 2 Delivery and registration

- 2.1 A delay in the delivery of the lease object, for whatever reason, does not entitle the Lessee to cancel the lease agreement, unless the delay is caused by gross negligence on the part of the Lessor. The Lessor is never liable for damages which the Lessee would suffer as a consequence of a delay in the delivery of the leased object or cancellation of the lease agreement.
- 2.2 The Lessor is entitled to terminate the lease agreement without the Lessor being liable for any form of damages if the lease object can no longer be supplied by the factory, importer or dealer, or if the lease object is irreparably damaged between the time it is ordered and the delivery to the Lessee.
- 2.3 The technical changes to the specifications and catalogue prices by the manufacturer and/or importer in the specifications and catalogue prices cannot lead to cancellation of the order or not accepting the lease object for delivery.

- 2.4 The Lessor is entitled to unilaterally determine a date after which the Lessor will no longer deliver lease objects in that calendar year. Those lease objects will then be delivered as early as possible in the following calendar year.
- 2.5 A receipt is signed upon delivery of the lease object, by or on behalf of the Lessee. The signing of the receipt confirms that the lease object has been delivered in accordance with the agreed specifications in a good condition, including driver manual and requirements of the manufacturer and/or importer.
- 2.6 After delivery, the Lessee is sent a 'commencement of lease vehicle agreement' which includes the vehicle registration plate, the specification, and tax data of the lease object, the delivery date (including the start date of the lease agreement) and the initial mileage. The tax value is based on the information which the Lessor received from the dealer/importer. The RDW determines the final tax value. The Lessor can in no way be held liable for the provided tax values or the use thereof.
- 2.7 The vehicle registration certificate part 1B is registered in the name of the Lessor, unless agreed otherwise. The proof of transfer always remains with the Lessor.

### 3 Lease price and payment obligations

- 3.1 The following lease components are included in the lease price if they are specified in the individual lease agreement:
  - a. depreciation and interest;
  - b. administration and management costs;
  - c. motor vehicle tax;
  - d. periodic maintenance, repairs and replacement of parts which are the consequence of normal (mechanical) wear;
  - e. replacement of tires;
  - f. Third-party insurance and insurance against fire, theft and damage;
  - g. additional insurance;
  - h. winter tires;
  - i. emergency assistance;
  - j. replacement transport after 24 hours;
  - k. fuel (advance) in addition to a fuel card.
- 3.2 Not included in the lease price are costs such as car washes and polishes, parking and toll fees, fines and offences. The costs are fully the responsibility of the Lessee.
- 3.3 In the event of a fine or offence against any government authority with an extremely short term of payment and reminders, the Lessor is entitled to charge this fine or offence plus administration fee to the Lessee.
- 3.4 Fines and costs related to accessories added by the Lessee or the removal of these accessories and the costs following negligence or improper use of the lease object are the responsibility of the Lessee.
- 3.5 In the event of an interim change in writing of the lease agreement and/or of one or more lease components, the Lessor is entitled to amend the administration fee.
- 3.6 All amounts owed will be paid by direct debit and the Lessee provides the Lessor with authorisation for the direct debit, unless agreed otherwise.
- 3.7 The lease price is owed monthly in advance on the first day of that month. The charging of costs not included in the lease price and which are the responsibility of the Lessee will be charged retroactively. The lease price of the lease agreement remains owed until the day the lease object is taken back.
- 3.8 When breaching the terms of payment, reversal of the direct debit and other cases of payment after the due date, the Lessee owes an interest of 1.5 (one and a half) percent per month on the amount which has not been paid. Part of a month will count as a whole month.

### 4 Changes to the lease agreement and lease price

- 4.1 The Lessor is entitled to change the lease price appropriately:
  - a. if changes have occurred in the cost components on which the lease price is based, after the order but before the delivery of the lease object. The updated lease price will be stated in the 'commencement of lease vehicle agreement' which the Lessee receives after the delivery of the lease object.

- b. if a discrepancy of greater than 10% (ten percent) occurs during the running time or at the termination of the lease agreement between the annual mileage agreed, in the lease agreement, and the actual average annual mileage. In that case, the lease terms are changed retrospectively from the date of first use and they are added to the amounts charged before. The Lessor is also entitled to change the term of the lease on the basis of the actual number of kilometres driven.
  - c. when insurance premiums and/or government guidelines, charges or taxes are changed which have an effect on the lease price and/or residual value of the lease object.
  - d. if the costs of maintenance, repairs, and/or replacement transport have increased by more than 5% (five percent) according to the index numbers of Statistics Netherlands (consumer price index labour, income and social security, repair and maintenance section, code 07230). The changes are calculated over the term of the lease which has not yet passed. The price change will take effect at the moment the Statistics Netherlands price index number is changed.
- 4.2 The amended term of the lease applies from the moment the circumstances have changed. Changes in the lease rate do not entitle the Lessee to terminate the lease agreement.

## **5 Use, maintenance and repair of the lease object**

- 5.1 Lessee and the driver of the lease object are obliged to use the lease object in a responsible and expert manner in accordance with the nature and (technical) purpose, in accordance with all legal regulations, the regulations of the manufacturer and/or importer and the content of the driver manual. The Lessee is not entitled to use the object for speed, skill or performance drives or races, driving on race tracks and airport terrains, transporting hazardous substances or explosives, giving driving lessons, taxi transport, beach drives and driving on unpaved roads, unless the Lessor has given express permission to do so in writing beforehand, upon the request of the Lessee.
- 5.2 The lease object may only be used by a driver who has a valid driving licence, which is required for that object.
- 5.3 The Lessee and the driver of the lease object must ensure that the lease object is maintained in accordance with the requirements of the manufacturer and/or importer. Maintenance and repairs must always be carried out by an official dealer of the brand of the lease object. The costs of maintenance, repairs or replacement of accessories which have not been applied on the instruction of the Lessor are the responsibility of the Lessee. All damages following incorrect maintenance of the lease object are always the responsibility of the Lessee. The Lessee and the driver are obliged to inform the Lessee in a timely manner of any malfunction of the lease object and brake down for whatever reason.
- 5.4 The costs of normal wear of the tires are included in the lease price. The tires have to be replaced when the profiles are 2 millimetres deep (however, see article 6, paragraph 8) (Ministerial agreement 'Vehicles agreement' article 5.2.27 of 9 February 2011 the minimum is 1.6 millimetres). The Lessor is entitled to install a different brand or type of tire than the tires which are being replaced. If tires need to be replaced because of excessive wear, incorrect pressure, incorrect usage or incorrect driving, the costs of this will be charged to the Lessee.
- 5.5 The Lessee and the driver of the lease object are obliged to ensure that all liquid levels are correct, in accordance with what is stated in the drivers manual and the requirements of the manufacturer and/or importer of the leaseobject. In addition to this, the maximum load and maximum tow weight determined for the lease object may not be exceeded. Any form of damages following from a failure to meet these requirements, or to meet them sufficiently, will always be charged to the Lessee.
- 5.6 The Lessee shall ensure that the lease object is submitted for the legally required inspections in a timely manner, such as the periodic motor vehicle test, lpg and environmental test. Any form of damage or government fine as a consequence of a failure to meet these requirements in a timely manner is the responsibility of the Lessee.

- 5.7 The Lessee is not permitted to make any modifications to the lease object, or have them made, without express prior permission from the Lessor, in writing. 'Modification' in any case include: fitting, or having a towing hook fitted, ramping up the engine capacity and/or the torque, changes to the engine management system through 'chip tuning', and changes to the body and/or interior which have not been approved by the manufacturer. Any form of damages as a consequence of failure to meet this requirement is the responsibility of the Lessee.
- 5.8 Costs caused by using the wrong type of fuel will at all times be the responsibility of the Lessee.
- 5.9 Any deficiencies in the lease object and interruptions or other causes which may prevent the Lessee from using the lease object, including force majeure, never entitle the Lessee to suspend payments to the Lessor, to stop payments, to demand termination of the lease agreement or to make a claim to damages or compensation for loss of sales in any other way.
- 5.10 Any defect in the odometer must be reported to the Lessor within 24 hours of noticing the defect in the odometer, and must be repaired as soon as possible. For the period during which the odometer is defective, the number of kilometres driven with the lease object will be calculated pro rata by the Lessor based on the kilometres actually driven in the period preceding the fault, and is considered binding for the determining of the number of kilometres driven, with the exception of proof from the Lessee suggesting otherwise.
- 5.11 Any repair work performed abroad must be paid there, by the Lessee. For any work which costs more than € 135 (excluding VAT), the Lessee must first ask permission from the Lessor. The Lessor shall reimburse the costs incurred by the Lessee insofar as these meet the usual Dutch standards. Reimbursement will only take place against the presentation of the original invoices in the name of the Lessor and presentation of the replacement parts, unless otherwise agreed in consultation with the Lessor.
- 5.12 The Lessor is entitled to deploy a comparable replacement object until the end of the lease agreement if in the judgement of the Lessor the repair and maintenance costs have gone too high, or threaten to go to high.

## **6 Winter tires**

If winter tires are included in the lease agreement, the following applies:

- 6.1 The winter tires will be supplied, fitted and periodically changed by a supplier to be appointed by the Lessor. They will be fitted in the sizing of the so-called first fitting (fitting from factory or first use) on the existing wheels, with the exception of the spare wheel, unless alternative arrangements have been made with the Lessee. Prior permission is required for the fitting of other tire sizes, and special conditions and prices will apply.
- 6.2 When the tires are changed by a supplier other than the one appointed by the Lessor, the Lessor will charge the Lessee all the storage costs, additional fitting costs and other costs.
- 6.3 One set of winter tires is supplied per lease agreement, unless alternative agreements have been made in writing with the Lessor. One set is equal to the number of wheels underneath the vehicle excluding the spare tire.
- 6.4 The speed specification of winter tires may be one category lower than that of summer tires.
- 6.5 The Lessee is responsible for the winter tires being changed twice a year, at a supplier appointed by the Lessor: from October (from summer to winter tires) and no later than March/April (from winter to summer tires). Any costs or damages caused by the failure to change the tires, or failure to change the tires on time, or changing them at a different supplier than the appointed supplier are the responsibility of the Lessee.
- 6.6 Should a replacement object be necessary during the work surrounding the changing of the tires, the costs of the replacement object will be fully charged to the Lessee. Replacement objects are not provided with winter tires.
- 6.7 The winter and summer tires stored with the supplier, remain the property of the Lessor.

- 6.8 Contrary to article 5 paragraph 4, a minimum profile depth of 4 millimetres applies to winter tires.

## **7 Insurance**

- 7.1 Unless agreed otherwise, the lease agreement includes insurance. The following terms and conditions apply:

- a. The Lessor shall take out a third-party liability insurance policy as well as insurance against fire, theft and damage, and passenger insurance.
- b. The terms and conditions of the insurances referred to in article 7 paragraph 1 are recorded in the applicable 'Conditions Vehicle insurance'.
- c. These terms and conditions form an integral part of the lease agreement and will have been forwarded when the lease agreement is concluded.
- d. By signing the lease agreement, the Lessee declares to have received these terms and conditions, and to have taken note of them, and to agree with them.

- 7.2 The Lessee can transfer the lease agreement into a lease agreement without insurance, during the term of the agreement, if required. This change will take effect on 1 January of the following calendar year, provided that the Lessee makes his wish to transfer the agreement known to the Lessor at least three months in advance by registered letter

- 7.3 If the lease agreement excludes insurance, the following terms and conditions will apply in full:

- a. The Lessee undertakes the obligation to insure the lease object all-risk for the full term of the lease agreement, and to keep it insured. The insurance must offer sufficient cover for any damage or loss of the lease object including theft, embezzlement or loss, whereby the third-party liability insurance offers a cover of at least e 2,500,000 per occurrence and the insurance against fire, theft and damage offers a cover equal to the annually calculated book value of the lease object and accessories as agreed in the lease agreement.
- b. The Lessee must provide the Lessor with a WM1192 declaration per car or legal entity. The Lessee must furthermore agree to a so-called umbrella cover with the insurer, which ensures that non-registered objects do fall under the cover of the policy.
- c. The Lessor shall provide the Lessee with a copy of the insurance policy and a proof of payment of the owed premiums to the Lessor, upon first request.
- d. The Lessee shall immediately inform the Lessor if the cover is cancelled or changed for whatever reason.
- e. If there is damage or a repair of damage to the lease object for which replacement transport is used, the costs of the replacement transport will be the responsibility of the Lessee.
- f. The Lessee shall cover any damage which is not covered or not fully covered by the insurer for whatever reason. In the event of total loss of the lease object, the Lessee shall, where appropriate, be charged with the annuity book value of the lease object at the time of the accident, without prejudice to what is set out in article 8 about Damage and Loss.
- g. The payment of insurance proceeds takes place directly to the Lessor, unless otherwise agreed in writing. The Lessee shall therefore inform the insurer in advance of the deed of assignment included in the WM1192 declaration referred to above. If the payment does not cover the damages of the Lessor, the Lessee is responsible. The Lessee shall pay the Lessor the missing amount upon his first request.
- h. A condition for external insurance is that the Lessor takes care of the full damage treatment, the instructions for repair companies and any premium assurance if necessary.

## **8 Damage and loss**

- 8.1 The Lessee or the driver must immediately inform the Lessor of theft or any damage caused to the lease object by telephone and must provide the Lessor with a fully completed European damage form within 48 hours.
- 8.2 The Lessee shall not make any statements to third parties about the cause, liability and/or liability in the event of damages.

- 8.3 If physical damage is caused, if third parties are involved in the damage and/or if there is a criminal act, an official report must be drawn up. An official report must also be drawn up in the event of theft, vandalism and/or damage caused to the lease object by unknown parties. In the event of theft of the lease object, all (spare) keys, the registration documents and parts of audio and other equipment must be provided to the Lessor within 48 hours.

- 8.4 Damage and costs which are not covered by the insurer (e.g. as a consequence of deliberate intent, alcohol or drug abuse) are all the responsibility of the Lessee. This also applies to the excess fee, unless this is claimed from the counter party.

- 8.5 In the event of a total loss, the lease agreement ends from the date the lease object was declared a total loss. In the event of theft, the agreement ends 30 days after the day the theft took place, or the first moment the theft became known. In these cases, there is a regular termination as referred to article 14 of these general terms and conditions, and the lease agreement shall be finalised in accordance, with the exception of article 14 paragraph 6 sub b.

- 8.6 The above does not effect the right of the Lessor to continue the lease agreement in the event of theft, and if insurance is included in the lease agreement with an equivalent replacement object to be provided by the Lessor.

- 8.7 The Lessee is bound to follow up all instructions of the Lessor in the event of, but not limited to, theft of or any form of damage to the lease object, such as instructions about taxation and damage repair. If the damage cannot be processed in the usual way on the grounds of the missing of the required documents which the Lessee and driver must submit to the Lessor, all costs and damages which are incurred as a consequence thereof are the full responsibility of the Lessee, including any deterioration in value or consequential loss.

- 8.8 In case of theft the number of kilometres driven with the lease object will be calculated pro rata by the Lessor based on the kilometres actually driven in the period preceding the theft, and is considered binding, with the exception of proof from the Lessee suggesting otherwise.

## **9 Emergency assistance**

- 9.1 The Lessee or the driver can make use of the emergency service referred to in the driver manual of the lease object in the event of a breakdown or an accident.
- 9.2 The emergency assistance service is limited to the countries to which the international motor vehicle insurance certificate (the green card) applies. If the lease object is brought outside that area, all costs related to repairs, repatriation and replacement transport will be the responsibility of the Lessee.
- 9.3 The costs for necessary repairs made via the assistance service of the Lessor, damage repairs and/or temporary replacement of the object are the responsibility of the Lessee, unless these costs are included in the lease price (with the insurance of the Lessor) or are covered by the insurance of the Lessee (if the Lessee takes care of the insurance).
- 9.4 The object will be repatriated if the Lessor judges that the object cannot be repaired within 72 hours of determining the required repairs and estimated repair time. Other terms and conditions may apply to repairs carried out under the factory guarantee. The guarantee terms and conditions which apply to the lease object will in that case prevail.
- 9.5 Strictly necessary extra costs made by the driver abroad - for example for transport, overnight stays and telephone - are covered by the Lessor after prior approval up to a maximum of € 500.00 on submission of the original invoices.

## **10 Replacement vehicle**

- 10.1 If replacement vehicle is included in the lease agreement, the Lessor shall provide the Lessee with a comparable object if possible in the event of repairs which cannot be carried out within 24 hours, for the period the object is not available to the Lessee. If possible, the Lessor shall make use of the guarantee scheme of the manufacturer/importer. If replacement vehicle is not included in the lease price, the costs of the provided replacement object,

- the retrieval and delivery costs and the appropriate administration fee will be fully charged to the Lessee.
- 10.2 The kilometres driven with the replacement vehicle on the days the replacement vehicle was provided, will be considered to have been driven with the lease object. When the lease agreement is terminated, the kilometres driven with the replacement vehicle will be added to the mileage of the lease object. This corrected mileage is the basis of the termination. The lease agreement will continue in the period that the replacement vehicle is available, and the Lessee is obliged to continue to meet his payment obligations.
- 10.3 The Lessee shall accept in advance that the replacement object may not be provided with the same accessories as the lease object, that it may use a different type of fuel and that any tax consequences are the responsibility of the Lessee or the driver.
- 10.4 When the lease object is available to the Lessee again, after repairs, the entitlement to the replacement vehicle ends. The Lessee will then be responsible for the replacement object being delivered with a full tank and shall immediately report its delivery to the Lessor. Any form of costs or damages as a consequence of failing to meet this requirement will be the responsibility of the Lessee.
- 10.5 Other insurance conditions may apply to the replacement vehicles.
- 11 Fuel**
- 11.1 The Lessee may use a fuel card provided by the Lessor after signing the fuel agreement or the lease agreement, providing this is included in the agreement. A fuel advance is charged, which is calculated on the basis of the average consumption of the lease object and the agreed mileage, unless agreed otherwise in writing. The costs actually incurred will be calculated against the advance on a quarterly or monthly basis.
- 11.2 The monthly fuel advance is stated in the lease or fuel agreement. This advance may be amended by the Lessor when changes in fuel prices are such that they require changing, in the opinion of the Lessor.
- 11.3 The Lessor shall charge a monthly administration fee for the use of the fuel card.
- 11.4 The Lessee is liable for the use of the fuel card. All purchases made with the fuel card are always the responsibility and risk of the Lessee. The Lessee must immediately inform the Lessor in the event of loss, theft or fraud using the fuel card, or termination. The Lessor accepts no liability in the event of loss, theft or fraud of the fuel card. The costs of the damage are fully the responsibility of the Lessee in these instances. If the Lessee is unable to use the card, or if the card or underlying systems do not work, the Lessor cannot be held liable for this.
- 11.5 The Lessor shall not retrieve VAT for the Lessee abroad over amounts which were used to refuel abroad.
- 11.6 The Lessee undertakes to destroy the fuel card when the lease, rental and/or fuel agreement is terminated and should the object be stolen or declared a total loss.
- 12 Addition for lease agreement of delivery vans**
- 12.1 Under the Private Motor Vehicle and Motorcycle Tax Act 1992 and the Motor Vehicle Tax Act 1994 there is only an entitlement to private motor vehicle and motorcycle tax rebate and the lowered motor vehicle tax rate if the following requirements are met:
- The Lessee is a business as stated in article 7 of the Turnover Tax Act 1968, with the exception of paragraph 6.
  - The delivery van is used in the company of the Lessee in a more than secondary way.
  - The vehicle is registered in the Lessor's name. The above-mentioned requirements are hereinafter referred to as the 'business requirements'.
- 12.2 The Lessee must submit a declaration to the Lessor in writing which shows that these business requirements have been met. In the event of a change in circumstance, the Lessee shall immediately inform the Lessor and revoke the declaration. This declaration shall hereinafter be referred to as the 'business declaration'.
- 12.3 If the business requirements are not being met or are no longer being met, there is no longer any entitlement to the rebate of the private motor vehicle and motorcycle tax rebate, and the private motor vehicle and motorcycle tax will still be owed. The higher motor vehicle tax rate will also apply, for which the lease price will be amended appropriately (if necessary, retrospectively), and the Lessee must pay the fines received by the Lessor. The same applies if the delivery van is adapted in such a way that it can no longer be considered a delivery van under the law.
- 12.4 The following additional terms and conditions therefore apply to delivery vans:
- For any new lease agreement, the Lessee shall provide the Lessor with a signed and completed business declaration or sign the declaration which forms part of a main agreement between Lessor and Lessee.
  - If the business requirements are not being met or are no longer being met, the Lessee shall immediately inform the Lessor of this fact.
  - If the Lessor is imposed with a retrospective taxation for the private motor vehicle and motorcycle tax, motor vehicle tax or other fiscal measure or fine, the Lessee shall pay the appropriate amounts upon the first request of the Lessor; the claim will be due immediately.
  - If additional tax or measures are imposed on the Lessor, these will expressly be the responsibility and risk of the Lessee.
- 13 Rental agreements**
- 13.1 The Lessee will have the option of concluding a rental agreement. A rental agreement will be concluded after it has been legally signed by the Lessor and the Lessee and has been returned to the Lessor.
- 13.2 All rates in the rental agreement will include third-party liability insurance as well as insurance against fire, theft and damage, and passenger insurance and a 100 km allowance per day or 3000 km per month. If more kilometres are driven, the Lessee will be charged with these kilometres as specified in the rental agreement. Deviating insurance terms and conditions to article 7 may apply to rental agreements.
- 13.3 The rented object may only be used by a driver who has a valid driving licence, which is required for that object.
- 13.4 If the rental term agreed in the rental agreement is exceeded, one extra rental day will be charged against the appropriate day rate for every day the lease object is returned late, and the rental agreement will then be extended up to and including the day of the actual delivery and it being reported as returned.
- 13.5 If a rented object is reported as to be returned but is not at the agreed place, one extra rental day will be charged against the appropriate day rate for every day the rental object is returned late.
- 13.6 The Lessee or the driver must report the noted damage and/or defects to the Lessor within 24 hours of receiving the rented object.
- 13.7 If the rented object is not collected or returned to the Lessor, or at a location stipulated by the Lessor, the retrieval or delivery costs which are specified in the rental agreement will be charged to the Lessee. In addition to this, the Lessee shall continue to be responsible for the rented object up to the moment it is taken back by the Lessor, or at a location stipulated by the Lessor.
- 13.8 The rented object must be returned with a full tank. If the tank is not full, the Lessee shall pay not only the fuel costs, but also the refuelling fee which is specified in the rental agreement.
- 13.9 When returning the rented object at the Lessor, or a location appointed by the Lessor, the Lessee or a person authorised by the Lessee must be present. The Lessee must also report the return of the rented object and notify the Lessor of the registration plate of the rented object and the location, if it is not at the Lessor himself (name, address, town, telephone number). The object is only reported as returned when the Lessee receives a return number from the Lessor.
- 13.10 The rental agreement can be cancelled free of charge up to 24 hours in advance. When cancelling later (within 24 hours of delivery of the rented object), the Lessor is entitled to charge Lessee one day rental at the appropriate daily rate.



- 13.11 All other terms and conditions of these general terms and conditions apply without prejudice to all rental agreements, with the exception of article 12, article 14 paragraph 6 and article 15.

#### **14 Termination and collection**

- 14.1 Upon standard termination of the lease agreement, in whatever form this may take, the Lessee is obliged to deliver the lease object free of damage and in good and clean condition to the Lessor, or at a location explicitly appointed by the Lessor - including all accessories which are part of the lease agreement such as documents (vehicle registration documents, service and maintenance booklet, code cards of audio, navigation and immobiliser/alarm systems), keys, spare keys and any light-weight wheel rims.
- 14.2 If any of the above objects are missing, the associated costs will be charged to the Lessee. The Lessor is entitled to charge repair costs and/or depreciation of the lease object to the Lessee which have occurred through negligent maintenance of and/or damages not reported in a timely fashion, which the Lessor notices after the lease object has been returned.
- 14.3 Accessories not included in the lease agreement may be removed by the Lessee insofar as this does not involve any damage or loss of value to the lease object. Advertising, such as text and/or wrapping will be removed at the expense of the Lessee.
- 14.4 When returning the car, a return form must be signed, and the odometer reading will be noted. This odometer reading is the basis for the final calculation. It is the responsibility of the Lessee to notify the Lessor that the car has been returned. The return can only be completed at an appointed location of the Lessor. A return report drawn up at a different location will be considered void. This procedure may only be deviated from if the Lessee and the Lessor agree so in writing. The Lessee shall continue to be responsible for the vehicle until the time it is taken back.
- 14.5 The state of the lease object when it is returned will be recorded in a return report. This return report states the general condition of the lease object and the odometer reading. The odometer reading when the object is returned is the basis for the termination of the agreement if no return form has been provided to the Lessor. The return will be drawn up by or on behalf of the Lessor, and will be legally binding at all times. The Lessee is entitled to be present at the returning of the car. The Lessee cannot claim lack of authority of the person who signs the return report on behalf of the Lessee. When the Lessee fails to sign the return report or have it signed on his behalf, the return report drawn up by the Lessor is always binding. Any damages not reported before returning the lease object will be the full risk and responsibility of the Lessee and will be recorded in the return report and charged in full.
- 14.6 After the lease object has been taken back and the lease agreement has been terminated, a final account will be drawn up as soon as possible. This final account will include:
- crediting of lease terms which are overcharged;
  - adjustment of the lease price: - as referred to in article 4 of the general terms and conditions, if the term is more than one month shorter than the contractually agreed term. This is irrespective of any costs for early termination as referred to in article 15 of these general terms and conditions; - as referred to in article 4 of the general terms and conditions, if the deviation in kilometres is more than 10% (ten percent);
  - calculation of kilometres driven over or under the agreed amount if no change to the lease price occurs in accordance with article 14 paragraph 6 subsection b.
- 14.7 If invoices arrive after the final account and/or claims are open which are directly related to the lease, rental and/or fuel agreement (e.g. fuel, non-paid damages, repair invoices or fines), they will still be charged to the Lessee.

#### **15 Early termination**

- 15.1 There will be early termination if the lease agreement ends one month earlier than the expiry date recorded in the lease agreement or a date amended in the meantime, upon the request of the Lessee or as a consequence of his failure to meet the contractual obligations, in accordance with article 4 of the general terms and conditions.

- 15.2 In the event of an early termination, the Lessee shall reimburse the Lessor for all damages and costs related to this. The amount of the reimbursement is determined by Lessee and will be equal to the book value calculated in an annuity method and the market value determined by the Lessor - or the proceeds of the sale of the lease object, plus the incurred cost and loss in profit. The Lessee shall also remain liable for outstanding claims to the Lessor.

#### **16 Immediate termination**

- 16.1 The Lessor is entitled to terminate the lease, rental and/or fuel agreement without notice of default or cancellation period with immediate effect or terminate or discontinue and to repossess the lease and/or rental object immediately if:
- the Lessee remains in default despite reminders and does not meet his payment and other obligations towards the Lessor;
  - the Lessee is declared bankrupt or a moratorium is granted or applied for;
  - the statutory debt restructuring scheme for natural persons is declared applicable to the Lessee;
  - assets of the Lessee are seized and/or the lease and/or hire object is seized;
  - the Lessor is of the opinion that there are sound reasons to presume that the recovery options with regard to the Lessee or the lease object are in danger, or will be in danger, because of fraud related to the shares, the company or the assets of the Lessee;
  - no third-party liability insurance and/or insurance against fire, theft and damage can be obtained;
  - excessive repair or maintenance costs have been incurred or will be incurred on the lease object of which it can reasonably be assumed that they have arisen as a consequence of negligence, reckless behaviour, inappropriate behaviour or deliberate intent of the Lessee (or the driver);
  - it is proven that the Lessee is acting in bad faith, or has provided inaccurate or incomplete information or has deliberately withheld information at the time the lease agreement was concluded;
  - the Lessee is a legal entity and this legal entity is dissolved or liquidated;
  - the Lessee has left The Netherlands;
  - the regulations of the Road Traffic Act or the Penal Code are repeatedly breached.
- 16.2 All costs and damages which the Lessor incurs, arising from a termination in the sense referred to above, shall be charged to the Lessee without any right to deductions or mitigation, as referred to in article 15.

#### **17 Concluding provisions**

- 17.1 The Lessee shall provide the lease and/or hire object for viewing and inspections to the Lessor, so the Lessor can assess its general condition. This will occur at a location to be chosen by the Lessor after consulting the Lessee. If the Lessor makes a request for it at any time, the Lessee must also provide the current odometer reading.
- 17.2 The Lessee is not entitled to the deduction of owed amounts or suspension of these.
- 17.3 If third parties wish to exercise rights in relation to the lease object or take measures to obtain the lease object from the Lessee, the Lessee shall immediately inform the third party that the object is the property of the Lessor and shall immediately inform the Lessor of this.
- 17.4 The Lessee shall indemnify the Lessor for all claims which are submitted to the Lessor in relation to the right to dispose of or use the lease object by the Lessee.
- 17.5 The Lessor is not liable for the accuracy of the details provided by the importers or deviations thereof or any costs or damages caused as a result of this.
- 17.6 All costs incurred for the protection and retaining of rights and claims of the Lessor and the carrying out thereof - such as the costs for the failure to pay any payment obligations in a timely fashion, (extra)judicial costs, costs of legal proceedings, collections

- and demands, are the responsibility of the Lessee. The collection costs will amount to at least 15% (fifteen percent) of the amount collected, with a minimum of e 250.00 excluding VAT per case.
- 17.7 The Lessor shall take the confidentiality into account surrounding the personal details provided by the Lessee, in accordance with the Personal Data Protection Act. The Lessee shall give the Lessor permission to process the personal data, to include it in a database and to process it exclusively for the carrying out of the services of the Lessor. The Lessor undertakes not to publish the personal data in any way which is not necessary for the provision of services or which is not required by a public institution.
- 17.8 If the Lessee is a natural person, the Lessee agrees that the lease agreement and the payment process may be registered with the Central Credit Registration Agency in Tiel.
- 17.9 It is the active obligation of the Lessee to inform the Lessor of any changes in company details, a company move, changes in (internal) authorities), contact persons and drivers. If there is a change in the details on the Lessee registered with the Chamber of Commerce, the Lessee must inform the Lessor within 48 hours, in the context of the Money Laundering and Terrorist Financing (Prevention) Act and to provide them with a certified copy of the processed changes.
- 17.10 The Lessor is entitled to transfer the rights and obligations from the lease agreement or to pledge them to a third party. The Lessee automatically grants permission for such a transfer or pledge.
- 17.11 Both the Lessor and Lessee are bound to secrecy of all confidential information which they exchange in the context of the business relationship, both during the term of the agreement and after its termination.
- 17.12 The Lessor is entitled to make changes to these general terms and conditions at all times because of changes in existing or new government requirements.
- 17.13 Should a stipulation from these general terms and conditions prove to be void, the general terms and conditions for the rest will continue to apply, and that stipulation will be replaced which is the closest possible approximation of the original intention of the parties.
- 17.14 The Lessor expressly rejects any general terms and conditions which the Lessee declares applicable, including if the Lessee refers to such terms and conditions. The Lessee hereby expressly renounces any of his own terms and conditions.
- 17.15 Stipulations which deviate from these will only apply if the Lessor and the Lessee have expressly agreed to them in writing.
- 17.16 Dutch law exclusively applies to the lease agreement, the general terms and conditions and the Conditions of Vehicle Insurance. Any disputes will be submitted to the competent court in Amsterdam.
- 17.17 These terms and conditions are available in both Dutch and English. In the event of any conflicts, the Dutch text will prevail.

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