



General Term and Conditions for Operational Car Leasing

General Terms and Conditions with regard to your Framework Agreement and Operational Lease Contracts with XLLease.

XLLease is a trade name of Volkswagen Pon Financial Services B.V. (CoC No. 20073305).



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www.xllease.nl

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1. About these General Terms and Conditions

Framework Agreement

1.1 You have concluded an Operational Lease Framework Agreement with XLLease

In these General Terms and Conditions, we have included all of the general arrangements which form part of the Framework Agreement, enabling you to see what you can expect from us, as well as everything we can expect from you.

In these General Terms and Conditions, we refer to “you” and to “us.” Where we refer to “you” or “your,” we mean the (legal) person entering into the Framework Agreement with us. Where we refer to “we” and “our,” we mean: XLLease, the organisation with which you are concluding the Framework Agreement.

We also refer to the “car.” This refers to the vehicle offered in both the offer and the lease contract. This can be for example a van, passenger car, motorcycle, lorry or (semi-)trailer.

By “driver,” we mean the person who will be driving the car. For this person we are concluding the lease contract under this Framework Agreement.

1.2 These General Terms and Conditions pertain to the Operational Lease Framework Agreement, and to all offers you approve and lease contracts you conclude under this Framework Agreement.

Any arrangements supplementary to these General Terms and Conditions shall be stipulated in the Framework Agreement or in the lease contract and shall always take precedence over these General Terms and Conditions.

1.3 Sign the Framework Agreement together? Bear responsibility together.

If you are signing the Framework Agreement together with one or more other (legal) persons, both/all of you will be responsible for the payment of the lease price and any other costs. We call that ‘joint and several liability,’ which means: if the obligations pursuant to this Framework Agreement are not complied with, we can hold each individual (legal) person liable for the total costs.

1.4 The law of the Netherlands shall apply to the Framework Agreement.

Should a dispute arise between you and us, and we are unable to settle it, a decision will have to be taken by the competent court of jurisdiction in the district Midden-Nederland.

Changes

1.5 We are entitled to amend or supplement these General Terms and Conditions from time to time.

We only do so in the event of important changes, for example replacing a provision if it becomes invalid. In such cases, the remainder of the General Terms and Conditions shall remain in effect. Should we change or supplement anything, we shall inform you as soon as possible. You can then download the new General Terms and Conditions from our website.

1.6 If you agree with the amendment, you need to take no further action.

The new arrangements shall come into effect 14 days after we have notified you. If you do not approve the amendments, kindly let us know via email within 14 days. In that case, the existing General Terms and Conditions shall continue to apply, but only for the lease contracts concluded prior to the amendments. And if we have changed the General Terms and Conditions because it was required under new legislation, these changes shall come into effect immediately.

1.7 Should your address or email address or the name or legal form of your company change, kindly notify us as soon as possible, as only then can we serve you properly.

Such changes can be sent to us via email. Please do so no later than 14 days before the change comes into effect.

Confidential and personal details

1.8 We request details of a confidential and personal nature. We treat these with all due care.

To be able to serve you properly, we need to receive certain details of a confidential/personal nature from you, for example your email address or telephone number. We also request you to supply us each year with the most recent annual figures from your company, and to allow us to inspect your annual report and accounts.

You are required to supply us with this information, should we request it. Vice versa, you can be sure that we shall treat it with all due care. We process all personal details in accordance with the Personal Data Protection Act and our Privacy Statement. You can find this Privacy Statement on our website.

1.9 By agreeing with these General Terms and Conditions, you grant us permission to use the financial details and other details known to us and to the companies affiliated with us.

2. The lease contract

2.1 For every car that you lease from us, you conclude a separate lease contract.

This includes specific information about the car you are leasing. For example the type of car, when the contract will come into effect and the number of kilometres you may drive with it. By means of the lease contract, we agree that you will be leasing the car for an extended period. The car shall remain the property of XLLease.

2.2 The lease contract shall run from the moment that you receive the car until the date we have agreed with you, unless you return the car later.

The contract shall then end on the return date. If you have signed a lease contract, but the car has not yet been delivered to you, and you therefore wish to cancel the contract, you are free to do so. In that case, the contract shall not commence. However, all resulting costs shall then be at your expense.

2.3 If the lease contract expires, you can request us to extend it.

We shall let you know if this is possible and under what terms and conditions.

Kilometres

2.4 In the lease contract, we agree the number of kilometres you will drive with the car.

It is possible that you will already have driven that number of kilometres before the contract has expired. This can have consequences for the lease price (you can read more about this in Article 5.6.). We are also entitled to terminate the contract earlier.

Please note: the term of the contract shall be the guiding principle, regardless whether the total number of kilometres as stated in the contract has been attained.

2.5 If your odometer is not working, please notify us of this within twenty-four hours via email.

We shall then estimate or determine the number of kilometres on the basis of our data. We shall also do so if we are unable to determine the number of kilometres driven for any other reason.

Termination of your lease contract

2.6 You can, if so desired, terminate your lease contract earlier than agreed. This will however involve extra costs.

You can terminate your lease contract at any time by means of an email addressed to us. We shall then charge you for, amongst other things, any resulting costs and proceeds lost. We shall send you a proposal which we ask you to sign. The proposal shall come into effect as soon as we have received it with your signature. If you have driven less kilometres than the number stated in the contract, we shall not pay the corresponding amount to you.

2.7 Should it no longer be cost-efficient to repair the car, we shall be entitled to terminate the lease contract and the car must be returned by you, as described in Article 10.

You shall then be provided with a temporary replacement vehicle at the same lease price.

2.8 In the event of theft or embezzlement of the car, we shall terminate the lease contract.

If the car has been stolen, or you have let someone else use the car but it is not returned to you (embezzlement), and the car has not been located within 30 days, we shall terminate your contract from the moment the theft of the car was reported, or, in the event of embezzlement, 60 days following the date when the car was supposed to be returned to you.

Please note: if the contract ends due to theft or embezzlement, no kilometres will be deducted.

2.9 We shall be entitled to terminate your lease contract with immediate effect in writing, and repossess the car immediately under the following circumstances, amongst others:

- Despite several reminders, you have failed to comply with your obligations.
- You request the court to grant you deferment of payment. Or you propose a (court) composition, meaning that you propose a debt repayment scheme to your creditors, or you arrive at an agreement in court before the court renders a decision.
- You apply for a bankruptcy order or for participation in a debt-management scheme under the Debt-Management Act or you are declared bankrupt or are admitted to a debt-management scheme under the Debt-Management Act.
- Your assets or the car are/is seized (regardless of in what form this is done).
- You or the driver commit(s) a traffic offense multiple times. Or you violate the Road Traffic Act or the Penal Code multiple times.
- You relocate abroad, sell your company, bring operations to a halt or close the company down.
- You have insured the car, but are no longer able to obtain third-party insurance or insurance against fire, theft and damage from an insurer, e.g., because you have made a large number of damage claims.
- You have above-average costs for maintenance, repairs or damage because you have used the car recklessly or improperly.
- A situation has arisen through which it has become difficult to recover costs you have incurred.
- You or the driver have/has committed fraud or has informed us incorrectly.
- Your name has been placed on the sanction list under the Sanctions Act.

2.10 If we terminate your lease contract with immediate effect, this will involve extra costs.

This concerns:

- the costs we necessarily incur in terminating your contract or the damage costs we incur as a result of the termination of your contract. For example damage to the car, proceeds lost or legal assistance.

Please note: if the car is stolen, you will not be required to pay these costs.

Transfer of the lease contract

2.11 If desired, you can transfer a lease contract to someone else. We are also permitted to do so.

You can transfer your rights and obligations under the lease contract to someone else, this however solely on condition that you have written consent to do so from XLLease. It is possible that XLLease will attach terms and conditions to facilitating the contract takeover.

XLLease is entitled entirely or partially to transfer all rights, claims and obligations pertaining to the lease contract and these General Terms and Conditions, as well as those pertaining to the ownership rights in respect of the car (e.g., assignment or hire purchase) or pledge them to another party. By signing the lease contract, and thus approving these General Terms and Conditions, you provide consent in advance for such a contract takeover.

Registration with the Credit Registration Office

2.12 If you have a general partnership (V.O.F.) or are self-employed, we shall have your lease contract registered with the Credit Registration Office (BKR).

We shall also do so if you fail to meet your payment obligations as agreed. If you conclude a lease contract with us, we shall first enquire with the BKR as to whether you already have been granted a credit.

3. For entrepreneurs leasing a van

Tax advantage

3.1 If you lease a van, we shall set off our tax advantage against the lease price.

As an entrepreneur, you may have a tax advantage with regard to private motor vehicle and motorcycle tax (BPM) and motor vehicle tax (MRB). If you lease a van with us, we, as the owner of the van, shall receive these tax advantages, which we in turn shall deduct from the lease price.

The tax advantages relating to BPM will solely apply if:

- you are an entrepreneur for VAT purposes;
- you use the van for more than 10% of the kilometres you drive annually for your business;
- the van complies with the requirements of the Tax and Customs Administration (you can check this at www.belastingdienst.nl).

By signing the Framework Agreement and by accepting these General Terms and Conditions, you certify that you satisfy these requirements for the refunding and reducing of tax.

3.2 In the event of any change to your situation, please notify us as soon as possible.

This is because changes to your situation can affect the tax you are required to pay. If your right to tax advantages relating to BPM ceases to apply, these costs will be payable by you. We are then also entitled to adjust the lease price for the remainder of the term of the contract, or even to terminate the Lease Contract with immediate effect.

3.3 Not every car that is used to transport goods, qualifies as a van under taxation rules.

You should think carefully before changing the car you are leasing, as it is possible that it will then no longer be regarded as a van.

4. Expanding your lease contract (optional)

Insurance

4.1 All cars must be insured for third-party liability (WA) and against fire, theft and damage (casco). We can arrange this for you.

With WA insurance, you are insured against damage caused with the car to others or to their property. With fire, theft and damage insurance, you are insured against damage to the car.

You can take out WA insurance and fire, theft and damage coverage (casco) with XLLease. If you have opted for this, this will be stated in the lease contract. We shall place the WA risk insurance with an insurance company; XLLease itself will provide the fire, theft and damage coverage (casco). In some cases, we also place the fire, theft and damage coverage (casco) with an insurance company, under the terms and conditions of coverage that apply.

You will find the terms and conditions for WA insurance and theft and damage coverage (casco) on our website. If so desired, we can send them to you by post, free of charge.

4.2 You can also arrange for insurance (WA and fire, theft and damage coverage (casco)) yourself, in which case you will be required to send us a copy of the policy.

If the insurer does not provide coverage for all damage, nor for the costs of a replacement vehicle, you must pay the extra costs.

4.3 If you insure the car yourself, we shall draw up a 'lease exclusive of insurance' document, setting out, amongst other things, who must be compensated for damage.

This document will form an integral part of the lease contract and of these General Terms and Conditions.

4.4 Damage not covered by the WA insurance or fire, theft and damage coverage (casco) shall be payable by you.

You must also pay the excess deductible.

Please note: if the driver of the car is younger than twenty-four years of age, a higher excess shall apply for damage costs we are unable to recover.

Fuel card (optional)

4.5 You can use the fuel card to pay for fuel.

It is possible that the supplier of the card has its own terms and conditions; you will find these on the supplier's website. These shall however only apply if they are not in conflict with these General Terms and Conditions.

4.6 Having a fuel card will involve extra costs.

These are included in the lease price which you pay each month. You must always pay these costs, even if you do not use the card.

4.7 If the fuel card is included in your lease contract, you will pay a fuel advance each month, together with the payment of the lease price.

We can adjust the amount of the fuel advance in accordance with fluctuations in the fuel price and actual use. If so desired, we can keep you informed of the fuel paid for and actually used.

4.8 At the end of each quarter (unless we have agreed a different term with you), you will either receive a refund or have to make an additional payment, as we set off the total actual costs against the fuel advance you have already paid.

You will then either receive a refund or have to make an additional payment. We will also make such a setoff when the lease contract ends.

4.9 You will find the relevant details as to precisely how the fuel card works in the instructions which the driver receives with the card.

The driver must adhere strictly to these instructions. Should the agreement in which the use of the fuel card is included expire, the card must immediately be cut in two, to prevent misuse.

4.10 If it is lost or stolen, the card must be blocked. If you suspect that the card is being misused, you can block it or have it blocked, either via our website or the website of the supplier of the fuel card.

The driver will then receive a new card. The costs will however be paid by you.

Please note: until your card has been blocked, you shall be liable for any payments made with your fuel card and must also pay the monthly costs for the card.

4.11 We are not liable for improper use of the card, i.e., if someone makes purchases with your fuel card without your consent.

You shall then be required to pay these costs.

Winter tyres (optional)

4.12 We shall assume that the driver will have the winter tyres changed in time.

Winter tyres may be mounted under the car from 1 November onwards. On 1 April at the latest, the normal tyres should be remounted. You will find the costs of use, changing and storage of winter tyres in your contract under the heading, Winter tyres.

4.13 We are entitled to select the company that supplies and changes the (winter) tyres for the car.

We shall also select the brand and type of the winter tyres. Both the summer and winter tyres shall remain the property of XLLease.

Mobility card (optional)

4.14 The terms and conditions of the supplier of the mobility card shall apply to the use of the mobility card.

You will find the terms and conditions on the website of the supplier of the mobility card.

Charge point (optional)

4.15 If so desired, we will arrange for the installation of a charge point by a technician of your choice.

The costs will be included in the lease price. If no charge point can be installed, you will not be able to terminate the lease contract for that reason. The General Terms and Conditions of the supplier of the charge point and of the requisite electrical current shall apply to the installation and use of the charge point.

Please note: we shall not be liable for any problems which may arise in respect of the charge point, either during its installation or its use.

Replacement car in the Netherlands

4.16 In the event of damage or theft, or during repairs or maintenance, we can provide you with a replacement car.

Which form of vehicle replacement you have opted for shall be stipulated in your lease contract. The three options are:

1. Immediate vehicle replacement: If the car cannot be used, you shall be provided with a replacement car immediately. The costs for the replacement car shall be at our expense.
2. Replacement vehicle subsequent to the number of hours stipulated in your lease contract: you will receive a replacement car immediately, but will be required to pay the costs during the number of initial hours contractually agreed. However, should it appear that the repairs will take longer, no payment will be required of you, and we shall reimburse you for the costs of a replacement car.

For example: the car has been brought to the dealer for maintenance. You shall receive a replacement vehicle from us immediately. It is stipulated in your lease contract that you are entitled to a replacement vehicle after a period of twenty-four hours.

There are then three possibilities:

- The car is ready within twenty-four hours. You pay the costs of the replacement vehicle.
- The car is not ready within twenty-four hours; repairs take longer. We pay all of the costs of a replacement vehicle for the entire period during which the car cannot be used.

- If it is already clear prior to the repair period that the car cannot be repaired within twenty-four hours, we shall pay the costs of a replacement vehicle immediately.

3. No contractually stipulated replacement vehicle: you will not receive a replacement car. Should you arrange for a replacement car, you will receive an invoice for the replacement car directly from the dealer or rental company.

Please note: if you fail to return the replacement car at the time agreed, we shall be entitled to charge you for the resulting additional costs. We shall also charge you for the costs of the replacement car if the car needs to be repaired as a result of neglect or intention on your part.

4.17 The replacement car is essentially equivalent (if available) to the car, unless stated otherwise in your lease contract.

We shall add the kilometres you drive with the replacement car to the kilometres you have driven with the car. And: you must pay the costs of fuel for the replacement car, even if they are higher than those for the car.

These General Terms and Conditions shall also apply to the replacement car. The excess deductible of the rental company shall apply to the height of the excess deductible.

Emergency service (optional)

4.18 You will receive assistance in the event of a breakdown whilst driving in the Netherlands or abroad.

We shall ensure that you get back onto the road quickly. You will find the terms and conditions of our emergency service on our website. If your lease contract includes insurance, you can avail yourself of the emergency service of the insurer. How to contact them is indicated on the green car-insurance card .

5. Lease price and other costs

5.1 You will pay a fixed monthly lease price for the use of the car and the services for the car.

The lease price can be comprised of costs (exclusive of VAT) for:

- insurance;
- motor vehicle tax (MRB);
- repairs and maintenance;
- tyre replacement;
- replacement vehicle;
- administrative costs;
- management fee;
- depreciation;
- interest;
- twenty-four hour emergency service.

When calculating the lease price, we take into account the term of the contract and the number of kilometres which will be driven with the car during that term.

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

- accessories, tools, additions or equipment not included in the contract;
- repairs and maintenance of modifications and accessories;
- washing, polishing, cleaning of the interior and exterior of the car;
- garage, parking and toll costs;
- repairs and maintenance to aspects of the car which did not form part of the version in which it was originally delivered;
- accessories and auxiliary items which became obligatory under law subsequent to the commencement of the contract;
- the residual profile of the tyres. In the case of irreparable damage to a tyre, we shall pass on the cost for the residual profile of the tyre to you, i.e., of that portion of the tyre with which you could have continued driving without damage occurring, until the tyre would have needed replacement;
- having new keys made or replacing the vehicle registration certificate;

- replenishing fluids (except if you have maintenance done at a dealer's and the costs of this are included in your lease contract, in which case we shall pay for it);
- replacements, updates and additions to the software for navigation equipment;
- extension of online services, for example CarNet;
- VAT, fines, other taxes, levies;
- damage through insufficient maintenance or improper use of the car;
- damage resulting from a failure on your part to adhere to the guidelines for use and maintenance, to the insurer's terms and conditions and/or to the procedures agreed;
- a failure promptly to pay tax or premiums, e.g., insurance premiums, except if these are included in the lease price;
- a violation of legislation and regulations on your part.

Guarantee deposit and down payment

5.3 If we have mutually agreed a guarantee deposit, you must pay it before we order the car.

The guarantee deposit shall continue to apply for the duration of the contract. The guarantee deposit shall be refunded to you once you have settled any outstanding claims. The guarantee deposit shall not affect the lease price.

5.4 If we have mutually agreed a down payment, you must pay it before we order the car.

We shall deduct the deposit (in proportion to the term of the contract) from the monthly lease price, for as long as the original contract runs. If your contract ends, the deposit will be refunded to you (in proportion to the term of the contract), provided you have settled any outstanding claims.

Adjustment of the lease price

5.5 The lease price could change prior to the delivery of the car.

However, we shall do so only in the event of a change to:

- the acquisition price of the car and its fittings;
- the interest;
- the insurance premium;
- governmental levies.

5.6 Based on the kilometres driven we adjust the lease price in the interim.

We shall do so if we expect that you will drive a minimum of 10% more or less than the number of kilometres stipulated in the contract.

The adjusted lease price shall apply as from the commencement date of the lease contract.

Naturally, what you have already paid us shall be taken into account. Adjusting the lease price during the term of the contract will ensure that there are no surprises for you at the end of the contract.

Even if the kilometres driven do not deviate by more than 10% from the number stipulated in the contract, we shall settle this amount with you. In principle, we only do this when the contract ends, but it can also take place while the contract is running. The settlement price (per kilometre) we use for this is stipulated in your lease contract.

5.7 We can also adjust the lease price during the term of the contract in the event of any changes to:

- the insurance costs;
- the costs of motor vehicle tax and checks required by national law and the costs incurred through governmental levies/measures;
- private motor vehicle and motorcycle tax (BPM) or other external circumstances which affect the car's depreciation;
- specification of the car at your request or due to statutory requirements;
- if costs are above-average (maintenance, repairs, damage) through careless or improper use of the car;
- the costs of repairs, maintenance, tyres and replacement vehicles. These are dependent on the current valid CBS (Statistics Netherlands) Price Index for Labour, Income and Social Security, Component Repairs and Maintenance. We shall adjust the lease price to the index only if it changes by a minimum of 5% compared to the preceding year.

If the lease price changes due to the aforementioned circumstances, you cannot terminate the contract prematurely.

6. Payment

6.1 We agree that you will pay our invoices by direct debit, and that you will always pay the lease price before the first day of the month.

The invoices will be sent to you via email. If this is not possible we shall send them to you by post. Kindly pay the amount promptly, prior to the date due. Subsequent to that date, the amount will be due and payable.

Please note: you cannot obtain a discount or postponement of payment, even if you (temporarily) cannot use the car, except if you have received a postponement for this reason. Please also note that you cannot set off the lease price against any amount you expect to receive from us.

6.2 If your payment arrives too late, we shall charge interest on the relevant amount.

Interest will only be calculated for the period during which you have not paid, i.e., from the moment the payment term expires. For each payment in arrears, the interest is 1,5 times the monthly statutory interest. If payment has been in arrears for a portion of a month, we shall regard that portion as an entire month.

6.3 If you disagree with us with regard to a payment, you must substantiate this in writing.

If you are unable to do so, our administration shall be the guiding principle.

6.4 If we incur collection costs, these must be paid by you.

Such costs are calculated using the percentages set out in the Extrajudicial Collection Costs Act. In the event that several claims are involved, the collection costs for each shall be calculated separately.

6.5 By signing the Framework Agreement, and by accepting these General Terms and Conditions, you give us permission to set off your payment arrears against a credit balance which you have with a company affiliated with us.

6.6 Even if another person pays the lease price for you, you shall remain liable for the fulfilment of the obligations issuing from the lease contract.

7. Delivery of the car

7.1 When the car is ready, the dealer or XL-Lease shall make arrangements with the driver for the delivery of the car.

If the car has not been collected by the driver within seven days of the date agreed, the contract shall commence on that date.

7.2 The dealer shall deliver the car in the version agreed with you, i.e., the version as described by the importer, with the options and accessories as stated in the lease contract.

7.3 We ensure a correct transfer to the driver.

We do this in the following manner:

- We have the driver sign the delivery form. In this way, he/she confirms that the dealer has delivered the car. He/she also states that he/she has accepted the car and placed it in use.
- Together with the car, the driver receives a service instruction booklet (concerning the car's use and maintenance) and the (spare) keys. The vehicle registration certificate is sent separately, by post.

7.4 Following the delivery of the car, you will receive a contract specification, containing the most current information on the car and the lease price.

7.5 It is possible that the delivery of the car will take longer than you or we would prefer.

We shall then do everything in our power to accelerate the process as much as possible. We shall however not be liable for late delivery.

7.6 Should you require a car earlier than on the agreed date of delivery, we shall arrange for a rental car for you.

The rental agreement for this must however be concluded directly between you and the car rental firm. When you return the rental car, you must also deregister with the rental firm. Until you have deregistered, you shall be responsible for the rental car.

7.7 The use of the rental car shall be governed by the terms and conditions of the rental firm, even if they conflict with these General Terms and Conditions.

Further, the supplementary arrangements of the rental firm shall apply. If so desired, the rental firm shall indicate these when it delivers the rental car to you.

8. Using the car

8.1 You may not make technical modifications to the car, nor sell, exchange, gift, pledge, encumber or rent it, or permit someone to use it for a purpose other than that for which the car is intended.

Please note: the car may only be used by a qualified driver with a driving licence valid in the Netherlands for the car in question.

8.2 You may not:

- use the car to give driving lessons;
- use the car to transport persons against payment (e.g., using it as a taxi or bus);
- use the car for performance or test drives;
- use the car to transport dangerous substances;
- use the car to drive on contaminated or unpaved terrain;
- relet or sublet the car via a car-sharing concept;
- use the car to drive in a region where the insurance provides no coverage.

To use the car in any of the ways set out above, you will first require our consent to do so. We can also attach terms and conditions to this. Such consent with terms and conditions shall be stipulated in writing.

8.3 We mutually agree that you will use the car for the purpose for which it is intended, that you will treat the car with all due care and will ensure that it is always in good condition.

Further, we assume that you will act in accordance with the statutory rules and regulations in effect. As with the car itself, you must also treat the (spare) key with all due care, meaning, amongst other things, that you will not leave the (spare) key at locations where third parties could easily pocket it.

Please note: we shall at all times be entitled to check the condition of the car or have this done, either on site or remotely by electronic means; you shall be required to cooperate with this.

8.4 All drivers must be cognisant of the relevant arrangements.

You are the individual with whom we are concluding the Framework Agreement and a lease contract. You may also be the driver of the car, but that does not have to be.

If you are not the driver, it is important that you know what the drivers of the car may and may not do. We are relying upon you to inform the drivers of the arrangements which apply to the use of the car.

8.5 If you fail to use the car in accordance with the rules, we are entitled to adjust the lease price or pass costs onto you.

Should you, e.g., drive on contaminated or unpaved terrain, this must be reported to us in writing. Sending us such a notification will incidentally not eliminate the possibility that the lease price will be increased or costs passed onto you.

Modifying the car

8.6 You may modify the car with our prior consent.

We can include the costs of modifications or accessories in the lease contract. This may have consequences for the lease price.

If you do not have our consent for modifications, but nevertheless, for example, boost the engine or fit it with additional accessories, we shall be entitled to undo such changes at your expense, and restore the car if needed. You are liable for any damage resulting from modifications you have made.

8.7 You are permitted to add advertising, lettering or other outfitting from your company to the car. However, before doing so, you are first required to obtain our consent.

The costs of such outfitting must be borne by you, and you are required to ensure that such advertising is removed before returning the car (clean and tidy). If such advertising, lettering or other outfitting has not been removed, the costs of removal shall be passed onto you.

Please note: in the event of damage, we shall not restore the advertising, lettering or other outfitting which you have added to the car.

The foregoing shall not apply if advertising, lettering or other outfitting is included in the lease contract.

Damage to the car

8.8 If your insurance falls within the scope of the lease contract and there is damage to the car, please let us know immediately, and fill in, sign and send us a claim form, within two working days.

Subsequently we shall accept the notice for processing. We shall do so with the aid of, among other things, the data and information you supply to us. We shall trust that the information you send us (or the investigation service we have called in) is correct and complete. You will also be required to cooperate fully with any (police) investigation.

8.9 If we conclude that it no longer makes financial sense to repair the car or that the car is no longer repairable, the lease contract will be terminated.

8.10 We can never be held liable for any damage (and costs) incurred by you directly or indirectly through the use of the car.

This shall also apply if you allow someone else to drive the car. You bear all responsibility in this regard. We will, however, be liable if the damage was caused through intentional or reckless behaviour on our part.

Maintenance and repairs of the car

8.11 You are required to maintain the car properly.

Amongst other ways, this can be done by following the maintenance schedule you have received, or the indications provided by the on-board computer. You will find the maintenance schedule in the instruction booklet or in the information you have received from the manufacturer. The scheme will explain precisely how best to maintain the car. Regular maintenance must be carried out by an official dealer or a company approved by us and must be done in accordance with the instruction booklet. Should parts or tyres be in need of replacement or repair more often than is customary, we are entitled to pass on the costs to you.

8.12 What maintenance can you do yourself?

Amongst other things, you (or, at your request, the driver) can check regularly (or in any case at an interval in conformity with the instruction booklet supplied with the car):

- the levels of oil, coolant and brake fluid;
- the tyre tension.

Where necessary, return, or have the driver return, the levels to normal. Precisely how to do this is explained in the instruction booklet which you or the driver will receive when the car is delivered. You (or the driver) must also act in accordance with the warning lights or other (digital) instructions in or for the car, as indicated by the manufacturer.

8.13 For repairs in the Netherlands, the dealer shall first request our consent only if your contract contains a section entitled Repairs, maintenance and/or tyres.

We shall then pay the costs.

8.14 If the car is repaired abroad, it may be necessary for you to pay the costs of the repairs up front.

You can declare the costs using the declaration form on our website, provided your contract contains a section entitled Repairs, maintenance and/or tyres and you have requested our consent for the repairs.

8.15 In the event of damage to the car through repairs or maintenance work, the company/individual who carried out the work shall bear responsibility.

We shall not be liable for this and can unfortunately not grant a postponement of payment of the lease price.

8.16 If we wish to subject the car to a technical examination, you shall be required to cooperate with this.

Damage and theft

8.17 In the event of damage or theft, you must pay an excess deductible.

If the damage can be recovered and an insurer or other party will compensate all costs, this payment will be repaid to you.

8.18 If the damage or loss is not covered, you will be required to pay the costs.

As stated in the terms and conditions, our fire, theft and damage coverage (casco) does not provide coverage for, for example damage due to improper use of the car. This can also include damage as a result of driving on contaminated terrain or using inappropriate fuel. In the terms and conditions of fire, theft and damage coverage (casco), you will find additional examples of events and damage for which there is no coverage.

8.19 We do not compensate for damage to, or loss of, personal property in the car.

This also applies to any accessories you have added to the car.

8.20 In the event of multiple instances of damage in one year which we are unable to recover, we are entitled to take relevant measures.

We shall then adjust the excess amount of the specific lease contract or the insurance portion of your currently running lease contract.

8.21 If the car has been stolen, please notify us immediately, and provide the investigation service we have called in:

- within two working days, with the official report or police report;
- as soon as possible, with witnesses' statements (if possible);
- within two working days, with the car keys, car documentation and removable audio, security and communication equipment (e.g., the navigation system).

Including with the help of the information you supply to us, we shall then begin processing your notification. We shall trust that the information you send us (or the investigation service we have called in) is correct and complete. You will also be required to cooperate completely with the (police) investigation.

9. Violations of the law

9.1 You shall be required to pay the costs resulting from any violation of the law you have committed using the car.

This refers to, for example, fines, tax assessments and other violations. But also to the administrative costs that we have to pay for the fine and the costs we make.

9.2 In the event of a traffic violation, criminal act (for example a hit and run) or other violation of the law with the car you shall, at our request, be required within 48 hours to provide both us and the police with the full address of the driver.

Confiscation of the car

9.3 If the car is confiscated, for example due to speeding, you shall be required to pay us damage compensation.

You shall also be liable for any costs incurred as a result; for example for legal proceedings or recovery of the car. If the court determines that the car must be confiscated, you must also pay us loss compensation.

9.4 If the police or a court bailiff intends to confiscate the car or notifies you of this, you shall notify us of this. You must also make clear that not you, but we, are the owner of the car.

If required, you must take measures. We, too, may need to take measures, for example to protect our rights. The costs of all the measures we take must be borne by you. If your driving licence has been seized and you have been disqualified from driving, or the car has been confiscated, your obligations pursuant to the lease contract shall remain in effect.

Please note: in such an instance, you will not be entitled to a replacement vehicle, even though this is stipulated in the lease contract.

10. Returning the car

10.1 If your contract is to end soon, an appointment must be made for returning the car.

This can easily be done, via our website.

10.2 The driver must return the car in good condition at an agreed location.

Please note: you may only remove accessories not included in the lease price if this does not result in damage to the car.

10.3 One of our partners will ensure a proper transfer.

We do this in one of the following ways:

- You both confirm intake.
- You give our partner the (spare) keys and accessories included in the lease price. If you fail to return these, we shall pass the associated costs onto you.
- Additional information concerning the intake, including the intake protocol, can be found on our website.

10.4 Any repair costs connected to damage you have failed to report or have failed to have repaired, or any repair costs connected to careless treatment of the car on your part, shall be payable by you.

As will the costs resulting from the loss, or failure to return, of car documentation or accessories in good time.

We shall pass these costs onto you in accordance with the intake protocol.

10.5 If your contract has been terminated and an extension is not or no longer possible, you shall be under the obligation to return the car.

Should you fail to return the car, we shall be entitled to recover from you all costs and damage resulting from this.

10.6 You must return the car, even if we have not yet refunded certain payments to you.

Deduction of kilometres driven

10.7 If your contract ends and the car has been returned to us, we shall set off the number of kilometres driven in excess of, or less than, the number of kilometres stipulated in your contract against this number.

If this number deviates by more than 10% from the number of kilometres agreed, we shall calculate what you will have to pay us or will receive from us. However, in the case of fewer kilometres driven, we never set off more than 10% of the number of kilometres agreed.

If the number of kilometres in excess of, or less than, the number agreed, does not deviate by more than 10%, we shall also settle this with you. The set-off price (per kilometre) we use for this, is stipulated in your lease contract.

You can raise objection to the kilometre settlement within 14 days following the end of the contract.