

**GENERAL OPERATIONAL LEASE TERMS AND CONDITIONS
DAIMLER TRUCK FINANCIAL SERVICES NEDERLAND B.V.**

Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

Client:	The (natural or legal) person referred to in the Contract with whom FS has entered into a Contract;
Contract:	The lease agreement concluded between FS and the Client, on the basis of which a Vehicle ordered from the dealer at the request of the Client is made available to the Client by FS;
FS:	The company Daimler Truck Financial Services Nederland B.V. referred to in the agreement, having its registered office in Nieuwegein, the Netherlands and/or its legal successor(s);
Annual mileage:	The annual use of the Vehicle in kilometres and/or operational hours agreed in the Contract between FS and the Client;
Lease Price:	The monthly instalment due as agreed in the Contract;
Term:	The duration of the Contract referred to in the Contract;
Replacement Vehicle:	A vehicle provided to the Client by or via FS that serves as a temporary replacement for the Vehicle provided for in the Contract;
Vehicle:	The Vehicle or replacement Vehicle made available by FS to the Client pursuant to the Contract, as well as parts and accessories that have been or will be installed for replacement or renewal thereof;

Clause 1 Applicability

- 1.1 These general terms and conditions apply to all offers and agreements relating to operational lease, in which reference is made to these General Terms and Conditions. Deviations from these General Terms and Conditions may only be agreed upon in writing.
- 1.2 General (purchase) conditions of the Client, under whatever name, do not apply.
- 1.3 FS is entitled to amend these General Terms and Conditions to reflect (statutory) changed circumstances, without the Client being entitled to dissolve the Contract. FS will inform the Client of such an adjustment in writing or electronically. Until 30 days after the adjustment date, the Client has the right to refuse the adjustment if the adjustment leads to far-reaching changes, unless these changes result from a statutory regulation or provision. If the General Terms and Conditions are refused, the old general terms and conditions will continue to apply to the lease contracts already commenced. The new General Terms and Conditions will apply to new lease contracts. If the Client does not exercise this right, it/he will be deemed to have agreed to the adjustment(s).

Clause 2 Formation and duration of an agreement

- 2.1 An agreement is formed when an unaltered copy of the Contract signed by the Client has been received by FS, but in any event also when FS and the Client have commenced the performance thereof.
- 2.2 Without prejudice to FS's right to premature termination, as described in clause 13 of these General Terms and Conditions, the Contract will end after the expiry of the agreed Term in months, calculated from the moment of delivery (clause 6) of the Vehicle to the Client.

Clause 3 Payment

- 3.1 The lease instalments must be paid monthly in advance, at the latest before the first of the calendar month concerned, by means of direct debit. The Client has authorised FS by means of a SEPA standing order to collect all claims from the Client's bank account. Set-off or compensation by the Client is not allowed.
- 3.2 The obligation to pay the lease instalments due commences on the delivery date as stated in the Contract. If the delivery date of the Vehicle does not take place on the first day of the month, the Client will owe the Lease Price on a pro rata basis for the remaining part of that month, and the same applies to the remaining part of the last month.
- 3.3 If the Client cannot use the Vehicle for any reason whatsoever, this does not entitle the Client to suspend or cease any payment to FS in whole or in part, or to unilaterally terminate or dissolve the agreement.
- 3.3 In the event of late payment, the Client will be in default by operation of law without any notice of default being required. The Client is obliged to pay default interest of 1.5% per month on the amount due, for the duration of the default.
- 3.4 Extrajudicial costs incurred by FS to collect its claim(s) shall be borne by the Client:
 - a. in the event that the Client is a natural person who does not act in the conduct of a profession or business, the rates set by an order in council to implement Article 6:96 of the Dutch Civil Code apply;
 - b. in all other cases, the costs are calculated on the basis of 15% of the principal, with a minimum of €200.
- 3.5 If FS has good cause to doubt the Client's ability to comply with its/his further obligations under the Contract, the Client shall be obliged to provide security upon FS's first request. This provision of security may not lapse until the Client has fulfilled all its/his obligations under the Contract.
- 3.6 If the Client indicates that certain incidental expenses, such as fines, are to be paid by another person (for example an employee), the Client shall remain unconditionally liable for the claim until payment has been received.
- 3.7 If the Client is a natural person, the Contract, as well as any arrears in payments, will be notified and signed off to Stichting Bureau Kredietregistratie in Tiel (Stichting BKR).

Clause 4 Transfer of rights and obligations

- 4.1 FS has the right to transfer or pledge the ownership of the Vehicle and the performance of its obligations and the claims, powers, rights, privileges and actions related to the Contract to one or more third parties. FS shall notify the Client of a transfer in good time in writing. By signing the Contract, the Client already grants its/his cooperation and consent in advance to a transfer by FS of its obligations and rights under the Contract and the supplementary agreements by means of a transfer or a contract takeover.

Clause 5 Ownership

- 5.1 The Vehicle remains the legal property of FS at all times.

- 5.2 In the event of an Operational Service Lease, the vehicle registration certificate will be issued in the name of FS, unless FS determines otherwise. The transfer certificate, Part II of the vehicle registration certificate or the registered name code (*tenaamstellingscode*) will be held by FS. In the event of the loss of any part of the vehicle registration certificates and/or plates, the Client shall report this to FS immediately. The costs of replacement or the ensuing damage shall be borne by the Client. The Client must provide new registration plates and/or a new vehicle registration certificate.
- 5.3 If third parties assert rights to the Vehicle, pretend to have a claim or otherwise take or threaten to take measures, the Client shall be obliged to immediately inform these third parties of FS's proprietary rights and to inform FS within 24 hours, and where necessary take measures itself/himself. Any ensuing costs shall be borne by the Client.
- 5.4 If this Client does not return the Vehicle covered by this Contract within the agreed period as a result of an existing claim of FS for the return of the Vehicle, the vehicle manufacturer or providers of the Telematics services installed in the Vehicle (e.g. MB Connect, Fleetboard) may transfer data relating to the Vehicle and its location to FS for the purpose of executing the claim for return. Such processing is based on FS's legitimate interest in executing its claim for the Vehicle to be returned. In that same context, FS has a legitimate interest in providing the vehicle and location data to service providers hired to retrieve the Vehicle, and to provide it to the judicial authorities.

Clause 6 Delivery

- 6.1 The Vehicle is made available to the Client by the dealer. The Client is obliged to check the Vehicle's condition and design to the extent possible. By the signing of a receipt by the Client, the Client will be deemed to have received and accepted the Vehicle in accordance with the order. From the moment the receipt is signed by the Client, delivery will be deemed to have been effected. If the Client does not have the opportunity to be present at the time of delivery or to sign the receipt or for whatever reason the receipt has not been signed, delivery will be deemed to exist if the Vehicle is out of the actual control of FS.
- 6.2 FS is not liable for any visible or hidden defects in the Vehicle, nor for the non-delivery or late or incorrect delivery thereof by the dealer on the scheduled or agreed date. Exceeding a delivery period, whether or not referred to in the Contract, by FS will not constitute a default, nor shall the Client be entitled to cancel, dissolve or terminate the Contract in any way whatsoever.
- 6.3 Unless agreed otherwise in writing, the Vehicle will be delivered in the model determined by the manufacturer for the Netherlands, including, if desired, the accessories and options ordered by the Client and any agreed and approved mountings.

Clause 7 Use

- 7.1 The Client shall take care of the Vehicle with due care, strictly follow the instructions from the instruction booklet, effectively protect the Vehicle against theft, fire and damage, and use or have others use the Vehicle in accordance with its nature and destination, with due observance of the applicable traffic rules. The Client shall not be permitted to install additional accessories, options and/or lettering or advertising on the Vehicle, unless FS has given written permission to do so. The Client is obliged to remove any extras fitted by it/him as referred to above, without damaging the Vehicle, at its/his own expense and risk, at the end of the Contract.
- 7.2 The Client shall have the Vehicle used only by other persons who hold a valid driving licence. The Client shall ensure that the Vehicle is not used for driving lessons, to participate in competitions or speed tests.
- 7.3 Upon FS's first request, the Client shall fully indemnify and/or hold FS harmless from and against any and all claims based on violation of laws, regulations and other applicable provisions, relating to the condition and use of the Vehicle.
- 7.4 FS will charge the Client for any traffic or other fines or charges resulting from the use of the (replacement) Vehicle. In that case, FS will charge costs to the Client. The Client shall pay the fine including costs in a timely manner.
- 7.5 The Client shall not be permitted to alienate, pledge or otherwise encumber the Vehicle and (other than with the prior written consent of FS) rent out the Vehicle or make it available to third parties for a consideration.

Clause 8 Repairs and maintenance

- 8.1 The Client shall ensure that the Vehicle is in a complete, original and good state of repair at all times. Adjustments and/or modifications, such as chip tuning or wrapping of the Vehicle, are not allowed.
- 8.2 The Client shall be obliged to maintain the Vehicle in accordance with the manufacturer's instructions and according to the appropriate documents (maintenance booklet) or systems in the Vehicle. Maintenance must be carried out by an authorised repairer of the brand of the Vehicle and/or a company authorised by FS for that purpose.
- 8.3 A defect in the odometer, tachograph or operating hour counter must be reported to FS immediately in writing. The defect must be repaired as soon as possible. The Client shall enable FS to determine the number of kilometres/operational hours driven during the period in which the odometer, tachograph, operating hour counter was defective. If the number of kilometres driven cannot be determined unambiguously afterwards, it will be estimated by FS in accordance with the principles of reasonableness and fairness, which estimate will be binding upon the parties.
- 8.4 FS is not liable for damage suffered by the Client, such as the costs of replacement transport if not agreed, costs incurred as a result of the inability to use the Vehicle due to maintenance, repairs or other causes. FS is also not liable for possible consequential damage due to the causes referred to in the previous sentence.
- 8.5 FS is entitled to temporarily instal a data logger in the vehicle for the purpose of checking the use of the vehicle. The costs of assembly and disassembly will be borne by FS.

If the costs of maintenance and repairs are part of the Contract, the following provisions also apply:

- 8.6 The costs of repairs and maintenance, with the necessary materials, lubricants and grease and the performance of maintenance are included. Repairs and maintenance must be carried out by an authorised repairer of the brand of the Vehicle and/or a company authorised by FS for that purpose.
- 8.7 The costs of repairs and maintenance resulting from excessive wear and tear, improper use, abuse or negligence as well as daily maintenance of the Vehicle shall be at the expense and risk of the Client. FS will not reimburse the costs of repairs and maintenance of parts, accessories, options or mountings that are not expressly included in the Contract.
- 8.8 Any extra charges incurred because the Client has work performed outside normal working hours and outside normal maintenance will be borne by the Client.

- 8.9 Repairs to the Vehicle abroad will only be performed after FS's permission has been obtained. The related costs will only be borne by FS in so far as they would also have been incurred in the Netherlands.
- 8.10 During the term of the Contract, FS is entitled at all times to use original refurbished (exchange) parts when replacing parts.
- 8.11 Unless stated otherwise in the agreement, the following costs are not included:
- a. repairs to and substitution of tyres and windows;
 - b. repairs necessary due to technical damage, caused by improper use or operation or negligence therein, such as damage caused by overloading in any form whatsoever, all this to be demonstrated by FS;
 - c. labour costs and materials for interim filling up of additives;
 - d. repairs of body work damage;
 - e. spraying and cleaning of the Vehicle;
 - f. maintenance and repairs of parts that are not part of the standard Dutch model of the Vehicle;
 - g. work on mountings or accessories applied afterwards;
 - h. loss or theft of parts;
 - i. all additional costs to restore the state of repair as a result of maintenance work not having been performed or not performed in good time;
 - j. repairs to and/or replacement of the high-voltage battery.
- 8.12 If ServicePlus is **NOT** part of the Contract for delivery vans, trucks and/or buses, the following costs are not included:
- a. labour costs and materials for interim oil refills;
 - b. all statutory inspections that are - or are to be made - compulsory, whether or not periodically; and
 - c. the towage or recovery of the Vehicle.
- 8.13 During the last two months of the Contract, repairs and maintenance will only be performed after consultation with FS.

Clause 9 Service components

- 9.1 The following service components (A-E) only apply if and in so far as these have been agreed in the Contract.

A. Replacing tyres

- A1 If the costs of tyre replacement are included, this only relates to the costs resulting from normal wear and tear. Replacement of tyres at FS's expense will take place at the time deemed necessary by FS, in any event before the statutory minimum profile thickness has been reached and at a service provider determined by FS.
- A2 The Client is responsible for checking and adjusting the tyre pressure.
- A3 If the winter tyres component is part of the Contract, the tyre change must take place at a service provider determined by FS and within the period indicated by FS.
- A4 The winter tyres shall be stored at a service provider to be determined by FS and remain the property of FS.

B. Replacement Transport

- B1 The Client is entitled to Replacement Transport if Repairs and Maintenance are part of the Contract and when the repairs and/or maintenance work cannot be carried out within the time specified in the Contract. FS cannot be held liable for any damage resulting from the failure to use the Vehicle.
- B2 The Replacement Vehicle will be of the same or virtually the same category as the Vehicle, unless stated otherwise in the Contract.
- B3 FS is only obliged to make a Replacement Vehicle available if the Client is in no way in default vis-à-vis FS at that time.
- B4 The kilometres driven with the Replacement Vehicle will be added to the total number of kilometres driven by the Vehicle.
- B5 Unless otherwise agreed, the provisions of the Contract and these General Terms and Conditions apply to (the use of) the Replacement Vehicle.
- B6 In the event of the deployment of a Replacement Vehicle as referred to in this clause, the Client shall fully remain under the obligation to pay the agreed monthly amount.

C. Fuel

- C1 FS shall provide the fuel card, hereinafter referred to as "card". The Client is obliged to strictly comply with the conditions and guidelines set for the card. By signing the Contract, the Client declares that it/he agrees to the content of the provisions applicable to this card. These provisions will be available for inspection at FS and a copy of these will be provided to the Client free of charge upon its/his first request.
- C2 The card may only be used for the Vehicle as referred to in the Contract.
- C3 The risk of the use of the card, including loss, theft, improper use or abuse, shall at all times be borne by the Client.
- C4 The advance payment made by the Client will be settled periodically with the Client on the basis of the actual fuel costs. If necessary, FS may adjust the fuel advance.

D. Invoicing Fleetboard

The monthly Fleetboard amounts will be collected by FS. The General Terms and Conditions of the Fleetboard Master Agreement apply and have already been provided to the Client separately. These General Terms and Conditions can be downloaded via the website www.daimlertruck-financialservices.nl.

E. MB Uptime

The MB Uptime amounts to be paid monthly will be collected by FS. MB Uptime's General Terms and Conditions apply and have already been provided separately to the Client. These General Terms and Conditions can be downloaded via the website www.daimlertruck-financialservices.nl.

F. Charging point

- a. The costs of a charging point to be installed on the Client's premises are included in the Lease Price and processed in such a way that the Client pays FS the costs of the charging point and acquires ownership of the charging point already at the start of the Agreement.
- b. The charging point will comply with the Dutch standard for safe charging.

- c. The Client shall inform its/his building insurer that a charging point has been installed on his/its premises.

Clause 10 Risk and insurance

- 10.1 Both if the costs of insurance are included in the Lease Price and in the situation in which the costs of insurance are not included in the Lease Price, the following applies:
- a. All risks relating to the Vehicle and the charging point shall be borne by the Client. The Client is liable vis-à-vis FS for loss, theft, damage and destruction of the Vehicle and/or related items;
 - b. If the Vehicle becomes involved in a loss event, the Client shall refrain from any acts, promises and statements from which any admission of liability can be derived and it/he will generally refrain from anything that could harm the interests of the insurer;
 - c. If the Vehicle is lost for more than 30 days or if the Vehicle is declared a (technical and/or economic) total loss, the Client shall pay FS the book value of the Vehicle, as evidenced by FS's books. This book value will be reduced by any insurance proceeds paid directly to FS by the insurer. It may be increased by the other fixed costs of the lease instalments not yet due at that time, until the moment at which FS could terminate the Contract for the first time without additional costs and/or indemnifications;
 - d. If the Vehicle is lost for more than 30 days or if the Vehicle is declared a (technical and/or economic) total loss, without prejudice to the provisions of paragraph c of this clause, the excess/lower number of kilometres will be set off on the basis of the last-known odometer reading/operational hours reading known to FS and extrapolated to the advanced end date, supplemented by the costs for the kilometres driven by a replacement vehicle;
 - e. Damage to or loss of the Vehicle shall in no way affect the obligations incumbent upon the Client under the Contract;
 - f. The Client shall ensure that the Vehicle is repaired within 60 days after the damage date.
- 10.2 If the costs of insurance are **not** included in the Lease Price, the following also applies:
- a. The Client is obliged to take out and maintain sufficient third-party insurance and insurance to cover vehicle damage in respect of the Vehicle.
 - b. The Client shall report damage to or with the Vehicle to the insurer within the period set for that purpose in the insurance agreement, using the applicable claim form and send a copy to FS.
 - c. In the event of damage, the Client is obliged to have the Vehicle repaired after consulting FS. In the event of a total loss, the Client is obliged to transfer its/his insurance claims to FS and to inform the insurer that all damage payments must be made directly to FS.
- 10.3 If the costs of insurance are included in the Lease Price, in addition to the provisions in paragraph 1, the following applies:
- a. All risks, if any, that are not covered or not fully covered under the applicable insurance conditions shall remain for the account of the Client. The excess to be charged by the insurer shall at all times be borne by the Client. By signing the Contract, the Client declares to be familiar with and agree to the terms and conditions of the insurance. The terms and conditions of insurance will always be available for inspection at FS's offices and a copy thereof will be sent to the Client free of charge upon first request. The terms and conditions of insurance can be downloaded via the website www.daimlertruck-financialservices.nl.
 - b. FS is entitled at all times to bear the risks of vehicle damage itself, or to place it with third parties to be selected by FS for that purpose.
 - c. The Client shall report any damage to FS by telephone within 24 hours and then immediately confirm this to FS in writing by means of a claim form filled in by the Client. If, after repeated requests, no written claim has been reported, FS reserves the right to recover the amount of damage, plus costs, from the Client.

Clause 11 Motor vehicle tax or holdership tax

- 11.1 The Client guarantees the timely payment of the motor vehicle tax and/or holdership tax due for the Vehicle during the entire term of the Contract, unless this is or these are included in the Lease Price.
- 11.2 Any taxes or other duties levied or to be levied by the Government on the basis of the registration, ownership, holdership or use of the Vehicle shall be for the account of the Client. The Client shall ensure timely payment at all times.

Clause 12 Lease rate/adjustment

- 12.1 FS is authorised to adjust the Lease Price after the conclusion of the Contract, without the Client being authorised to dissolve the Contract or terminate it in an other way:
- a. If the costs of maintenance and repairs or the costs of replacing the tyres are included in the Lease Price, have increased. If these costs for a vehicle with a GVW (i.e. the weight of the Vehicle plus the maximum allowable charging capacity) of a maximum of 3500 kg have increased by more than 5 (five) percent or if the GVW exceeds 3500 kg. With regard to each increase, as of the effective date of the Contract or the previous rate change in this respect, the change in the costs of labour, materials and lubricants for the purpose of repairs, maintenance or tyres, as evidenced by index figures for the relevant wage and prices determined by Statistics Netherlands for that period, is taken as a basis;
 - b. in the event of a clearly deviating or special use of the Vehicle, any additional costs may be passed on to the Client each time after deviating or special use has been established;
 - c. if levies or other government measures give cause to do so;
 - d. if a change in insurance premiums (including, for example, for replacement transport) gives cause to do so;
 - e. if it turns out that the number of kilometres and/or operational hours driven with the Vehicle deviates more than 10% from the agreed monthly mileage and/or operating hours. In that case, FS will be entitled to adjust the Lease Price with retroactive effect to the commencement date of the Contract, as well as to amend it during the remaining duration of the Contract.
The mileage/operational hours will be adjusted with due observance of the maximum number of kilometres and/or operational hours to be driven by the Vehicle. This maximum depends on type of Vehicle and is determined by FS;
 - f. if price changes and/or private motor vehicle and motorcycle tax (BPM) changes occur that became effective in the period between ordering the Vehicle and the actual delivery and commencement of the Contract.
- 12.2 The adjusted Lease Price applies from the moment the circumstances have changed.
- 12.3 In the event of a change to the price pursuant to clause 12.1(e), FS has the right to adjust the amount of the purchase option accordingly.
- 12.4 If the Contract is amended at the Client's request, it/he will owe FS a fee of €250.

Clause 13 Premature dissolution and termination of the Contract

- 13.1 Without prejudice to the right to compensation, FS is authorised to dissolve the Contract immediately, without judicial intervention, by means of a unilateral written statement and to take possession of the Vehicle, if:
- a. the Client acts contrary to any clause of the Contract or the General Terms and Conditions or is in breach of its/his obligations arising from this Contract;
 - b. the Client is in arrears with the payment of the instalments for two or more months and, after having been given notice of default, fails to perform its/his obligations (in full).
 - c. the insurance of the Vehicle has been terminated by or on behalf of the insurer;
 - d. the Client has been granted suspension of payments, has become insolvent, has been placed under guardianship or has been declared subject to the debt restructuring scheme for natural persons;
 - e. attachment has been levied on the Vehicle by third parties;
 - f. the Client has ceased to occupy its/his premises and has left the Netherlands or has deregistered from the municipal personal records database or the trade register of the Chambers of Commerce, or if it can reasonably be assumed that the Client will cease to occupy its/his premises and leave the Netherlands or will be deregistered from the municipal personal records database or the trade register of the Chambers of Commerce within a few months;
 - g. the Client has died and FS has good cause to assume that his obligations under the Contract will not be performed by his heirs, or if the Client has been dissolved as a legal entity;
 - h. the Client has misappropriated or alienated the Vehicle;
 - i. with a view to entering into the Contract, the Client deliberately provided FS with incorrect information of such a nature that FS would not have entered into the Contract, or not under the same conditions if it had been aware of the correct state of affairs;
 - j. the Client has unambiguously stated that it/he will, or wishes to, terminate the Contract and/or no longer comply with it.
 - k. there is an unacceptable risk under the Financial Supervision Act (Wft) and/or Sanctions Act and/or (internal) integrity rules, whether or not after an interim investigation.
- 13.2 The Client undertakes to inform FS immediately and in writing in the event of one of the situations described in paragraph 1.
- 13.3 In the event that FS has dissolved the Contract on one of the aforementioned grounds, the Client shall no longer be entitled to use the Vehicle and shall immediately hand in the Vehicle to FS.
- 13.4 If FS makes use of its right to dissolution granted on the basis of paragraph 1 of this clause, without prejudice to its right to full damages, it is entitled vis-à-vis the Client to damages in the amount of (cumulatively):
- a. the sum of the overdue lease instalments and any further amounts charged to the Client by FS but not yet paid and the default interest due thereon, as well as any expenses and/or costs incurred on behalf of the Client but not yet charged;
 - b. an amount equal to three (3) lease instalments, plus any negative difference between the book value of the Vehicle as it appears from FS's records and the prevailing market value of the Vehicle on the day of repossession;
 - c. the costs of repossession of the Vehicle;
 - d. the extrajudicial costs.
- 13.5 The Contract will be terminated if destruction of the Vehicle is involved in the event of a total loss and in the event of theft whereby the Vehicle is not found within 30 days.

Clause 14 Return of Vehicle

- 14.1 On the date on which the Contract ends - also in the event of termination pursuant to clause 13 of these Terms and Conditions - the Client shall return the Vehicle with all associated items and documentation cleaned, damage-free, with a Dutch registration number and in good state of repair to the address in the Netherlands agreed by FS with the Client. The vehicle must be returned without additional accessories, options, lettering or advertising. Deviation from this is only possible if FS has given the Client its express written consent.
- 14.2 Some time before the date on which the Contract ends, the Client will receive a letter or email from FS containing further information and FS will arrange for an inspection to be carried out at a location agreed with the Client. An inspection/collection report of this inspection will be drawn up on site and signed for approval by the Client and a representative of the collecting party on behalf of FS. If the Client does not sign this form, FS will transport the Vehicle at the Client's risk to FS's Remarketing department, where a final inspection/collection report will be drawn up that is binding on the Client. The Client is responsible for the condition of the Vehicle upon its return until its final collection.
- 14.3 If the costs of the service component Replacement of Tyres (clause 9 under A) are not included in the Lease Price, the tyres of the Vehicle must have a profile upon return of at least 30% of the profile depth of a new tyre.
- 14.4 If the Vehicle is not returned free of extra accessories, options, lettering or advertising, FS is entitled to charge the Client in full for the costs incurred to remove these and/or the damage suffered and to recover the costs incurred.
- 14.5 If the Vehicle and all accompanying goods and documentation are not returned on time, the Client will owe FS a penalty of €250, excluding VAT, for each day that the Client is late, or FS will be entitled to charge the Client and recover from the Client all costs incurred and/or damage suffered.
- 14.6 The Client has no right of retention or other right of suspension with respect to the Vehicle for any claims against FS.
- 14.7 If FS has granted a purchase option, it can be exercised only after expiry of the Term in months of the Contract and after the Client has paid the final settlement in full.

Clause 15 Final settlement

- 15.1 After the Contract has ended, FS will draw up a final settlement, which will include settlement of more or less kilometres/operational hours driven, as well as any further set-offs as laid down in clauses 12, 13 and 14. If the Client after expiry of the Contract makes use of any purchase option that may have been included in the Contract, the set-off with regard to the excess/less kilometres/operational hours will only relate to any service components tyres and repairs and maintenance included in the Lease Price and therefore not to the depreciation or repayment component.

Clause 16 Commercial registration number

- 16.1 In order to be eligible for exemption from private motor vehicle and motorcycle tax (BPM) and reduction of holdership tax, the Client must be a business owner under the terms of the Turnover Tax Act 1968, and the Vehicle must also meet all the conditions that the Act imposes on company cars.
- 16.2 If the Client wishes to be eligible for the exemption referred to in paragraph 1 of this clause, it/he declares by signing the Contract to meet and continue to meet all applicable conditions. If the Client no longer meets the requirements of a business owner, the Client shall inform FS of this immediately.
- 16.3 The Client is not permitted to make any changes to the Vehicle such that the Vehicle is no longer regarded as a company car within the meaning of the Private Motor Vehicle and Motorcycle Tax Act 1992 (BPM Act) or the Motor Vehicle Tax Act 1994 (MRB Act). If the Client is of the opinion that such changes must nevertheless be made to the Vehicle, it/he shall immediately inform FS thereof.
- 16.4 In the event that the provisions of clause 16.2 and clause 16.3 occur, the Client shall owe FS the full amount of the additional BPM charge received by FS, or the increase in the holdership tax, which must be paid to FS immediately. The Client indemnifies FS against all (subsequent) levies of BPM and MRB, and fines, respectively.
- 16.5 In the event that the provisions of clause 16.2 and clause 16.3 occur, FS has the option of amending or renewing the Contract. In that case the Client is obliged to fully indemnify FS.

Clause 17 Changes of address/registration/personal data

- 17.1 The Client is obliged to inform FS of changes of address in good time and in writing, stating the agreement number.
- 17.2 FS registers the data relating to the Contract in its records and - pursuant to a statutory provision - with Stichting BKR in Tiel.
- 17.3 FS will process personal and other data relating to the Client as referred to in the Dutch General Data Protection Regulation (Implementation) Act (UAVG) and the General Data Protection Regulation (GDPR) for the provision of services as referred to in these General Terms and Conditions and for other purposes as referred to in the UAVG and the GDPR. To the extent that the Client's consent is required, the personal data and other data will only be processed in accordance with such consent.
- 17.4 Based on the processing referred to in clause 17.3, FS can offer the Client the best possible service, provide the Client with up-to-date product information in good time, make personalised offers and comply with its obligations towards the Client. FS will only make data available to third parties if this is permitted by the UAVG and GDPR, for example because the provision of data is necessary to comply with any statutory obligation or if it is necessary to properly perform the Contract. In addition, the data in the context of product information, (direct) marketing activities and other services will be made available to FS's affiliates. The Client has a right of inspection and correction in respect of the data. The Client may withdraw its/his consent to FS for the processing regarding direct mailing activities at any time.
- 17.5 The FS privacy statement can be viewed at: <https://nl-nl.dtf.nl/privacy-policy/>

Clause 18 Disputes and applicable law

- 18.1 The Contract shall be governed exclusively by Dutch law. The Utrecht District Court shall have exclusive jurisdiction in the event of any disputes.

Clause 19 Final provisions

- 19.1 If any part of the Contract and annexes is null and void or will be nullified, this shall not affect the validity of the other provisions. In that case, the parties will be obliged to replace the nullified part with a provision that approximates the intention of the relevant part as closely as possible. FS will at all times be entitled to unilaterally amend provisions of the Contract and annexes in favour of the Client.
- 19.2 If, due to any circumstances whatsoever, the Client is unable to use the Vehicle, FS shall never be liable for any damage on the part of the Client whatsoever.
- 19.3 FS will check the Client's financial data for creditworthiness. FS will also be able to obtain information from Stichting BKR in Tiel.