

General Terms and Conditions DirectLease Operational Lease

DirectLease

The undersigned

A. Customer

Name:

Address:

Postal code / City:

Listed in Commercial Register of the Chamber of Commerce:

Bank name:

Bank account:

B. DirectLease B.V.

Hereinafter referred to as "Lessor", duly represented by:

Whereas

- Customer wishes to obtain the use of means of transport and Lessor is willing, after acquiring ownership thereof, to make them available to Customer by means of Operational Lease;
- The Parties wish to record their respective rights and obligations with respect to the leases in these General Terms and Conditions.

ARTICLE 1 DEFINITIONS

- **Car:** the object specified in the Lease between the Parties as the subject of the Lease. Car also includes: options, installed accessories and components such as an installed charging point, provided they have been included in the Lease.
- **Driver:** a natural person and employee of Customer who is provided with the car and has a driving licence valid in the Netherlands that is statutorily prescribed for the Car.
- **Book Value:** the value calculated on an annuity basis of the Car at any time.
- **Dealer:** the supplier of the Car, named in the Lease.
- **Coverage Provisions:** the (insurance) terms and conditions applicable to the insurance(s) and (comprehensive) coverages.
- **Initial Fee:** down payment, bank guarantee or security deposit.
- **Contracted Kilometres:** the number of kilometres that will be driven with the Car pursuant to the Lease during the term of the Lease.
- **Charging Point:** an installation provided via Lessor and included in the lease price that allows the battery of an electric vehicle to be charged.
- **Lease:** the order confirmation prepared and signed for each Car, setting forth the specifications of the Car and the contractual arrangements. The Lease is entered into for the contract period specified therein.
- **Lease Price:** the monthly payment amount specified in Article 6 of these General Terms and Conditions and mentioned in the Lease.
- **Lessor:** DirectLease.
- **Market Value:** the realised or expected value of the Car when sold at any time.
- **Operational Lease:** lease form where the car remains the property of Lessor and Customer receives the right to use it for the duration of the contract. Lessor purchases the car and is responsible for any operating expenses during the term of the Lease.
- **Short Lease:** contract under which a temporary car is made available to Customer in accordance with the terms and description in the short lease agreement.
- **Specifications:** all details of the Car ordered by Lessor for Customer, as stated in the Lease, including CO2 emissions and the addition to income percentage.
- **Replacement Car:** a car made available by and with the consent of Lessor that serves as a temporary replacement for the Car.

ARTICLE 2 APPLICABILITY AND MODIFICATION

1. These General Terms and Conditions apply to all offers and contracts of operating lease and/or fleet management. Customer declares to be familiar with and agree to the content of these General Terms and Conditions.
2. Any deviating provisions included in the Lease that conflict with these General Terms and Conditions prevail over these General Terms and Conditions if they have been affirmed in writing by both Lessor and Customer.
Other deviating arrangements are also only valid if these have been agreed in writing by the parties.
3. General (purchase) terms and conditions of the Customer, however described, are expressly rejected by Lessor.
4. Lessor has the right to revise the General Terms and Conditions and modify them without entitling Customer to terminate the General Terms and Conditions or any other operating lease. Customer will be notified in writing or electronically by Lessor of such a modification. Until 30 days after the modification date, Customer has the right to refuse the modification if the modification leads to substantial 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 Leases already entered into. Nevertheless, new Leases will become subject to the new General Terms and Conditions. If Customer does not exercise this right, they will be deemed to agree to the modification(s).

ARTICLE 3 LEGAL RELATIONSHIP

1. The Lease aims to provide Customer, for a previously agreed period and for a previously agreed fee, with the use of (a) particular Car(s), with full retention of ownership of the Car by Lessor. The risks relating to the Car and its use lie with Customer during the term of the Lease, except to the extent expressly provided otherwise.

ARTICLE 4 LEASE TERM

1. Without prejudice to the right of premature termination by Customer and/or Lessor, as defined in Article 21 of these General Terms and Conditions, the Lease will end upon expiration of the agreed term in months, calculated from the time of delivery (Article 5) of the Car to Customer/Driver.
2. If the total number of Contracted Kilometres has been reached before the expiration of the term in months, the Car will remain in full use by Customer for the remaining months. See also Article 11.
3. If fewer kilometres are driven with the Car than the Contracted Kilometres, Customer may request Lessor to extend the term of the Lease. Lessor will not be obliged to cooperate therewith.
4. The Lease will remain in full force and effect for the period of extended use of the Car.

ARTICLE 5 DELIVERY

1. Upon delivery, Customer, or the Driver on their behalf, will inspect the Car for the condition and Specifications as stated in the Lease. If the Specifications as stated in the Lease differ from the actual Specifications at the time of delivery of the Car and this deviation is the result of a change in government regulations, government measures, levies, taxes and/or other regulations, then the Car will be considered to have been delivered in accordance with the condition and Specifications as stated in the Lease, to which the Customer or the Driver hereby already agrees. By signature of a receipt by the Driver, the Customer will be deemed to have received and accepted the Car in accordance with the order. Customer hereby authorises the Driver to take delivery of the Car on behalf of Customer.
2. From the moment the receipt is signed by Customer or Driver, delivery has taken place. If Customer or the Driver is unable to be present at the delivery or to sign the receipt or it is not signed for whatever reason, delivery will be deemed to have taken place if the Car is out of the actual control of Lessor.
3. Exceeding any delivery term specified by Lessor, whether or not in the Lease, will not constitute default, nor will Customer be entitled to cancel, terminate or in any way end the Lease. Furthermore, exceeding a delivery term stated by Lessor, whether or not in the Lease, will never give Customer or Driver any right to compensation.
4. Around the time of delivery of the Car, the Driver of the Car will receive, among other things, an information email, which will include the procedures to be followed, provided that the Driver's email address has been provided by Customer.
5. After delivery of the Car, the commissioning will be confirmed to Customer by a final confirmation of use, in which the latest contract details are stated, such as the registration number, the specification of the Car, the delivery date (also the commencement date of the Lease) and the initial odometer reading.
6. In the event that the Car ready for delivery is not accepted by Customer within a reasonable period of time, delivery will be deemed to have taken place five (5) days after Customer has been notified that the Car is ready for delivery.
7. Prior to the provision of an ordered Car under the Lease, Lessor will, if so desired, provide a temporary Car to be determined by mutual agreement, hereinafter referred to as: "Temporary Lease Car". For the duration and number of kilometres of the use of the Temporary Lease Car, Lessor will charge the costs separately.
8. Delivery of the Car takes place during the months of January up to and including October. In the months of November and December, in principle, no Cars are delivered by Lessor.

ARTICLE 6 LEASE PRICE

1. The Lease Price includes the costs of car use and services agreed as such in the Lease, at least to the extent that in the Lessor's opinion the Car has been used carefully and in accordance with the Lease and that the Customer has acted in accordance with these provisions.
2. The Lease Price has been calculated by Lessor based on the data known at the time and taking into account the term of the Lease in months and the number of Contracted Kilometres.

ARTICLE 7 PAYMENT OF THE LEASE PRICE

1. Customer will pay the Lease Price monthly in advance no later than the first of the relevant calendar month. If the Delivery of the Car does not take place on the first of the month, Customer will owe the Lease Price pro rata for the remainder of that month, as it will be for the remainder of the last month.
2. Customer will pay the Initial Fee, if any, immediately upon signing the Lease.
3. Other amounts due must be paid by Customer within the payment term indicated on the invoice.
4. On the day of Collection (Article 22) of the Car, Customer will pay the Lease Price, even if delivery of the new Car takes place on that day. The Lease Price for the latter Car must also be paid on the day of Delivery.
5. If Customer temporarily does not or cannot use the Car or the facilities provided by Lessor as a result of any cause whatsoever, this does not release Customer of its payment obligation.
6. Customer has authorised Lessor through a corporate standing order (SEPA) to collect all receivables from the Customer's bank account.
7. If any payment is not made in time, Lessor will furthermore be entitled to charge extrajudicial collection costs. If Customer acts in the exercise of profession or business or if the "Extrajudicial Collection Costs (Fees) Decree" ("Besluit vergoeding voor buitengerechtelijke incassokosten") does not apply, those costs amount to 15% of the outstanding principal sum with a minimum of EUR 100. In all other cases, the extrajudicial costs will be calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree or, if this Decree has expired, a replacing regulation.

ARTICLE 8 ADJUSTMENT OF THE LEASE PRICE

1. Lessor will be entitled to adjust the Lease Price accordingly if:
 - after ordering, but before Delivery of the Car, changes have occurred in the cost components on which the Lease Price is based (Article 6);
 - during the term or upon termination of the Lease, it appears that there is a discrepancy of > 10% between the number of Contracted Kilometres and the actual number of kilometres driven (see Article 11);
 - insurance premiums are changed, or upon change of comprehensive coverage, or upon change of government regulations and/or measures, levies or taxes affecting the Lease Price and/or residual value of the Car;
 - the costs of maintenance, repair and/or replacement transport have increased by more than 5% since the commencement date of the Lease, as evidenced by the indices of Statistics Netherlands (consumer price index for maintenance and repair of private vehicles and/or rental of transport equipment);
 - the specification of the Car has been changed at the request of Customer, or as a result of statutory provisions;
 - government grants that were applicable at the time of entering into the Lease and were accordingly incorporated into the Lease Price are not awarded (see Article 6.2).
2. The adjusted Lease Price will apply from the moment the circumstances have changed. Adjustment of the Lease Price does not entitle either party to terminate the Lease prematurely. Lessor cannot be held liable in any way for the direct and indirect consequences of these adjustments.

ARTICLE 9 LIGHT COMMERCIAL REGISTRATION NUMBER PROVISIONS

1. If the Car is a van within the meaning of the Passenger Car and Motorcycle Tax Act 1992 'BPM Act' or the Motor Vehicle Tax Act 1994, respectively, the provisions of this Article will apply.
2. In connection with the requirements for obtaining exemption from passenger car and motorcycle tax for entrepreneurs or the application of the motor vehicle tax rate applicable to entrepreneurs, Customer declares by signing the General Terms and Conditions to meet and continue to meet all applicable conditions in this regard. If a change in these circumstances occurs on the part of Customer, Lessor will be notified immediately.

3. Customer will not make any changes to the Car that could result in it no longer being considered a light commercial delivery van within the meaning of the laws mentioned in this Article under paragraph 1.
4. If the requirements of the provisions of paragraphs 2 (under a up to and including d) and 3 are not met, Lessor may either terminate the Lease immediately, in which case Customer will owe Lessor the fee as described in Article 21.1 of the General Terms and Conditions, or continue the Lease, subject to adjustment of the Lease Price and/or the term of the Lease to the changed tax position. Adjustments of the Lease Price and the Lease in accordance with this Article does not entitle Customer to terminate the Lease.
5. If any additional levy of passenger car and motorcycle tax or motor vehicle tax or any other tax measure is imposed on Lessor because the statutory requirements for eligibility for exemption from passenger car and motorcycle tax are not (or no longer) met or because Customer is not (or no longer) regarded by the tax authorities as an entrepreneur entitled to a passenger car and motorcycle tax refund as referred to in Section 15b of the BPM Act, all financial risks which result or may result therefrom, including in respect of the passenger car and motorcycle tax and tax penalties, will be entirely for the account of Customer. Customer must pay the amounts involved to Lessor immediately on Lessor's request, without prejudice to any obligation of Customer to pay other amounts under the provisions of this Article.
6. If any additional levies or measures referred to in the previous paragraph are imposed on Customer, Customer will bear them themselves and may not pass them on to Lessor.

ARTICLE 10 COSTS NOT INCLUDED IN THE LEASE PRICE

1. In addition to the Lease Price, Customer will bear all costs of use and possession of the Car that are not expressly mentioned as being included in the Lease Price and are not covered under the insurance taken out on the Car, including, but not limited to:
 - a. washing, polishing, exterior and interior cleaning of the Car, minor interim maintenance regarding oil, brake fluid, coolant and AdBlue as well as garage, parking and toll fees;
 - b. repairs to anything which does not belong to the specific type of the Car which is leased;
 - c. direct and indirect costs resulting from careless management or careless/incorrect use of the Car;
 - d. replacement or repair of tyres other than due to normal wear and tear, such as due to carcass break-up or perforation;
 - e. repairs and parts not resulting from normal wear and tear and/or mechanical failure, or caused by negligence or careless use;
 - f. assembly/addition of accessories which become necessary due to statutory requirements;
 - g. costs incurred for the creation of new keys and for the replacement of the vehicle registration certificate;
 - h. costs/repairs that must be made as a result of Article 12.4;
 - i. costs related to keeping systems up-to-date, such as but not limited to navigation, telematics and assistance systems;
 - j. costs/repairs and/or inspections on tailboards, loading bodies and hoists;
 - k. fuel and loading costs if not included in the Lease (Article 16).

ARTICLE 11 ODOMETER READING

1. The Lease states the adjustment price per kilometre for both additional and fewer kilometres driven. At least once a year, Lessor will compare the number of kilometres driven per Car with the Contracted Kilometres. Based on the odometer reading provided by the dealer to Lessor during maintenance or the odometer reading provided by the Driver when filling up (Article 16.6).
2. The number of kilometres indicated by the odometer as driven is considered binding, unless a malfunction of the counter has occurred. In that case, Lessor will determine the actual number of kilometres driven during the period of the malfunction based on data known to them. If that number cannot be determined with sufficient accuracy, the average of the number of kilometres driven per day during the previous 2-month period will be used. An odometer malfunction must be reported in writing to Lessor within 24 hours.

3. As a result of the data obtained, Lessor reserves the right to carry out a kilometre settlement based on the price for additional or fewer kilometres specified in the Lease.
4. In the event of fewer kilometres, Lessor will not be obliged to reimburse more than 10% of the Contracted Kilometres.
5. In the event of additional kilometres, Lessor will be entitled to retroactively adjust the Lease Price in accordance with the actual number of kilometres driven per year and adjust the term of the Lease. The adjusted Lease Price will apply from the commissioning of the Car and will be offset against amounts previously charged.

ARTICLE 12 REPLACEMENT CAR & TEMPORARY TRANSPORT

1. If replacement transport is contractually agreed and the Car cannot be used due to a defect or the repair thereof, which cannot be carried out within the contractually agreed time, not including Saturdays, Sundays and holidays, Lessor will provide a Replacement Car as soon as possible for the period that the Car is not available to Customer. Lessor will endeavour to deploy a replacement car in accordance with the type, kind and fuel type of the Car or in accordance with the arrangements made with Customer in this regard. However, Customer cannot derive any rights from this and/or hold Lessor liable for this.
2. Lessor cannot be held liable for any loss resulting from the inability to use the Car.
3. The provisions of the Lease will apply in full to the Replacement Car. Any deviating provisions of rental companies regarding the excess or other matters, will be borne by Customer.
4. If the Car cannot be used as a result of the Customer's fault or negligence or if there is any damage that is not covered or due to options and/or accessories not included in the Lease, the costs of the Replacement Car will be borne entirely by Customer. If Customer drives a Replacement Car while the Car is still or again available to Customer, the resulting costs will be borne by Customer. Customer must ascertain whether the vehicle to be repaired, the Car, is available again and must then pick it up immediately.
5. If and insofar as the use of a Replacement Car is not included in the Lease Price, the costs of a Replacement Car accepted for use by Customer will be charged separately to Customer, who will pay these costs immediately.
6. To the extent that a Replacement Car is part of the General Terms and Conditions or the Lease, the kilometres driven with the Replacement Car(s) will be deemed to have been driven with the Car and will be settled with the annual kilometre statement or upon termination of the Lease.
7. If the cost development of the Car makes it necessary, Lessor will, for the remainder of the Lease, be authorised to permanently replace the Car with a car of an equal or nearly equal type and design.
8. When deploying replacement transport for company cars, Lessor uses standard equipped company cars, as a result of which these cars generally do not match the specifications of the company car for which they are deployed.
9. Customer may use a temporary car from the DirectLease Short Lease offer. For this purpose, a Short Lease will be drawn up for each car, which includes the monthly rate, the additional kilometre price and make/type of the car. The general rental terms and conditions of DirectLease Short Lease will apply to the temporary car.

ARTICLE 13 USE OF THE CAR

1. Customer will use the Car, or have it used, carefully in accordance with its purpose and in accordance with the design and qualities of the Car and ensure that it is always in good condition. Customer will, in a general sense, treat the car with due care.
2. The Car may only be used by a competent driver in possession of a driving licence valid in the Netherlands that is statutorily prescribed for the Car.
3. Customer will ensure that the Car will not be used for giving driving lessons, performance rides, reliability rides, circuit use, skid and driving skills courses, for transporting dangerous substances and/or for use in an area in which the insurance does not provide coverage.
4. Customer or Driver may not alienate, pledge, rent out or otherwise encumber or allow it to be used by third parties for a long period of time in any other way, or use it for any purpose other than that for

which the Car is intended, or perform any act which may be detrimental to the interests of Lessor, or transfer any rights or obligations under the Lease to third parties.

5. Customer may have the Car driven by a third party, provided that Customer or Driver has given permission to do so and insofar as such third party holds a driving licence valid in the Netherlands and statutorily prescribed for the Car.
6. Customer will be permitted, at their own expense, to fit or have fitted the Car with extra accessories, including wheels and/or tyres which differ from the standard factory specification, at least to the extent that Lessor has agreed thereto in writing. The costs involved in replacing or repairing these accessories, to the extent not included in the Lease, will be borne by Customer. When replacing tyres, only the extra costs, compared to the standard fitted tyre, will be charged.
7. Customer or Driver will never be allowed to fit the Car with additional accessories that modify the engine power of the Car. Any direct damage, indirect loss and costs that may be associated therewith will be fully borne by Customer.
8. If Customer wishes to fit the car with advertising or equipment for its business operations, written permission from Lessor will also be required. The costs associated with the fitting and, upon termination of the Lease, restoring the Car to its original condition will be borne by Customer.
9. If a traffic violation has been committed with the Car, Customer undertakes, in accordance with Section 181 of the Road Traffic Act (*Wegenverkeerswet*), to make it known to Lessor and the police within fourteen days after being requested to do so by one of the persons referred to in Section 159 of the Road Traffic Act. If a crime has been committed with the Car, Customer undertakes, in accordance with Section 165 of the Road Traffic Act, to disclose the name and full address of the driver to Lessor and the police within 48 hours, even if this is not demanded from one of the persons referred to in Section 159 of the Road Traffic Act.
10. All charges and/or fines and/or costs imposed and/or to be imposed by the government, arising through the fault of Customer or the Driver, will be borne by Customer. Customer indemnifies Lessor against all claims based on violation of laws, regulations and applicable provisions relating to the condition and use of the Car. If Lessor is nevertheless held liable for these violations, Lessor will charge the costs thereof to Customer, including a surcharge for administrative costs.
11. In the event of serious or repeated violations of the provisions of the Road Traffic Act by Customer or the Driver, Lessor, after consultation with Customer, will be entitled to terminate the Lease with immediate effect; Customer will then be obliged to fully indemnify Lessor.
12. Customer declares to be aware that confiscation of the Car by police and/or judicial authorities may take place upon detection of a serious violation. If this occurs, Customer will be liable to pay Lessor all costs, including legal fees to obtain delivery of the Car. In the event of confiscation of the Car by the court, Customer will be obliged to fully indemnify Lessor.
13. The Car may only be used in the countries listed on the international certificate of insurance.
14. The Car may not stay outside the countries of the European Union for a continuous period exceeding eight (8) weeks, unless expressly agreed otherwise.
15. Customer or Driver will ensure that the Car is supplied only with the correct fuel as indicated in the Car's official manual. Any direct damage and/or indirect loss caused by the use of incorrect fuel will be borne by Customer.
16. In the case of a fully or partially electric Car, Customer or Driver may use a Charging Point. For any damage to the Car or home that may be caused by the use of this Charging Point, Lessor cannot be held liable in any way, see also Articles 19 and 25.

ARTICLE 14 SERVICING AND REPAIRS

1. Customer undertakes to maintain (or have maintained) the Car in accordance with the manufacturer's maintenance schedule. Repairs and servicing must be performed by a dealer authorised by Lessor in accordance with the provisions as stated in the lease instruction booklet. Lessor will at all times be entitled to inspect the condition of

the Car. Customer will be obliged to give Lessor the opportunity for this inspection.

- Customer will, in accordance with the manufacturer's requirements, regularly check and maintain the level of oil, coolant and brake fluid, as well as the tyre pressure, all in accordance with the instructions as stated in the manual accompanying the Car. Any damage resulting from the failure to fulfil these obligations or to fulfil them properly will be at the expense and risk of Customer.
- Premature replacement and/or repair of tyres due to excessive wear, improper pressure, rupture or perforation, will be at Customer's expense.
- The load capacity and maximum trailer weight determined for the Car may not be exceeded. Any damage resulting from failure to properly fulfil this obligation will be at the expense and risk of Customer.
- Customer will ensure that the Car is presented in time for all statutorily required inspections, such as periodic vehicle, LPG and Environmental inspections. Any consequences, such as not being allowed to participate in traffic with the Car, no longer being insured for the Car, damage or fines imposed due to failure to (timely) comply with this obligation, will be at the expense and risk of Customer.
- For repairs and servicing abroad, Customer must consult with Lessor in advance (by telephone). If the (approved) costs have been paid by Customer, these costs, upon presentation of the invoices and proof of payment, will be settled by Lessor with Customer, to the extent that these costs meet the usual Dutch standards.
- Any defect in the vehicle's odometer must be reported in writing to Lessor within 24 hours.
- At the request of the Customer, Lessor will make winter tyres available during the term of the Lease, for which they will charge Customer a monthly amount to be agreed upon. When replacing winter tyres, Lessor reserves the right to fit proper, used winter tyres in the last contract year.
- If Customer makes use of the possibility of the present winter tyre provisions, Lessor will take care of the storage of the summer or winter tyres respectively. The costs involved are included in the Lease Price.

ARTICLE 15 EMERGENCY SERVICE

- If the Lease includes comprehensive emergency service coverage, including abroad, in case of breakdown and/or damage, this service will be performed by an assistance agency contracted by Lessor.
- The costs of any necessary repairs, damage repair and any Replacement Car incurred through the assistance organisation will be borne by Lessor, at least to the extent that these costs are part of the Lease.
- If Customer does not make use of Lessor's third-party and comprehensive insurance, no assistance can be claimed in the event of damage.

ARTICLE 16 FUEL MANAGEMENT

- If the Lease states that it is extended to include so-called fuel management, the provisions below apply. Fuel management includes both fuel and electricity.
- Lessor will enable Customer to fill up with fuel and/or charge electricity for the Car for the account of Lessor through (an) identification card(s) to be provided by Lessor to Customer. All purchases made using the fuel and electricity card will be at the expense and risk of Customer.
- Simultaneously with the monthly Lease Price of the Car, Customer will be charged an advance consisting of 1/12th part of the following amounts:
 - the annual fuel management fee in respect of management, administration and reporting;
 - the estimated annual costs of fuel consumption, which are determined by Lessor on the basis of the average fuel and electricity consumption specified by the factory/importer, the Contracted Kilometres and the fuel and electricity target price.
- The monthly fuel and electricity advance is specified in the Lease and may be adjusted by Lessor if changes in fuel and/or electricity prices are such that, in the Lessor's opinion, they should be adjusted.
- Filling up or charging can only be done with a fuel and electricity card. The event of force majeure, such as a failure of a fuel and electricity

card, the Driver may claim the fuel and/or electricity costs in accordance with the Customer's company car provisions. Lessor will never be liable for the failure of a fuel and electricity card.

- Customer must ensure, that each time fuel is filled up, the correct odometer reading of the Car is indicated.
- Upon termination of the Lease, with regard to fuel management, any provided fuel and electricity cards must be destroyed by Customer without delay.
- Customer will be liable for the use of the fuel and electricity card. Lessor accepts no liability in the event of loss, theft or misuse of the card. The costs of this loss or damage will be borne entirely by Customer. In the event of loss or theft of the card(s), Customer will be obliged to notify Lessor within 24 hours of discovery. Lessor will arrange for replacement of any cards and may recover the costs thereof from Customer.
- Customer indemnifies Lessor against all loss, damage and consequences, resulting of misuse of any fuel and electricity cards. Fuel, electricity or other optionally selected payment services purchased without the Customer's approval using the aforementioned card(s) will nevertheless be borne by Customer.
- At Customer's request, Lessor may periodically provide an accounting of fuel, electricity and/or oil paid and actually used. Settlement of the total actual costs, which are the full costs charged to Lessor by the supplier of fuel and electricity cards, against the total of the calculated advances will take place quarterly. Settlement of expenses and advances also takes place upon termination of the Lease.
- Fuel, electricity and/or oil purchased for a temporary or permanent Replacement Car will be deemed to have been purchased for the Car.
- Customer may opt to expand the fuel and electricity card(s) to include multiple payment services, such as parking fees, tolls, public transport travel expenses, foreign fuel and the purchase of car-related fluids and lubricants. The full costs thereof, charged by the supplier to Lessor, will be charged to Customer on a monthly basis.
- At the request of Customer, Lessor may issue a mobility card for the purpose of public transport and public transport bicycle transactions. The costs of all transactions will be charged to Customer on a monthly basis. In the event that the mobility card is refused then the user can claim the costs in accordance with the Customer's car/mobility provisions. Lessor will never be liable for the consequences of the non-functioning of a mobility card.

ARTICLE 17 DAMAGE AND LOSS

- In the event of theft or damage to or caused by the Car, Customer will be obliged to inform Lessor IMMEDIATELY BY TELEPHONE, after the damage has become known to Customer, and subsequently also within 48 hours by means of a fully completed damage report intended for this purpose, and to submit witness statements and any other relevant information relating to the event as soon as possible.
- In the event of physical injury, theft, embezzlement, vandalism and (attempted) burglary, the Driver must at all times have an official report and/or a police report drawn up and submit to Lessor, within 48 hours, the car and spare key(s), fuel card(s), registration number card and other documents, as well as the parts of audio, navigation and communication equipment that can be removed to limit breakage and theft. Customer will be liable for the consequences of any improper act or omission in this regard.
- In the event of theft or damage to or caused by the car, Customer and Driver will, if so requested, be obliged to provide Lessor with a written statement, signed by themselves, concerning the cause, circumstances and extent of the damage.
- In the event of loss and/or theft of one or more car keys, Customer will be obliged to notify Lessor within 24 hours and, if Lessor deems this necessary, to temporarily secure the car to prevent possible theft, embezzlement or burglary.
- Customer and Driver will make no statement to third parties about the cause of, liability for and/or fault for the incident and any damage. Customer and Driver will refrain from all acts, undertakings and statements from which recognition of the obligation to pay

compensation could be derived and in general will refrain from anything that could be detrimental to the interests of Lessor. Customer will be liable for the consequences of any improper act or omission in this regard.

6. Lessor will never be liable for any injury, whether or not resulting in death, of any persons transported with, or any damage, loss or theft of goods located in, on or at the Car.
7. In respect of damage caused to third parties, Customer indemnifies Lessor against any claim to the extent that this risk is not covered by insurance.
8. With respect to Customer, Lessor will not be liable for any damage of any kind caused in connection with the Car to Customer, to one or more third parties for whom Customer is liable, or to any other third parties.
9. Any right to compensation will lapse, if Customer intentionally provides incorrect data or fails to fulfil the obligations set forth in the General Terms and Conditions or fails to fulfil them in time and has thereby caused harm to the interests of Lessor.
10. Immediately after the damage has occurred, Customer will present the Car for an appraisal and will follow the Lessor's instructions with regard to the repair of the damage. If, based on the absence of the required documents, the damage cannot be settled in the usual way, the resulting costs will be borne by Customer.
11. In the event of damage, Customer will owe the established amount of excess, unless the resulting damage is fully compensated by a third party. Once full compensation for the damage has been received by Lessor, Lessor will refund the excess amount to Customer.
12. Damage to or loss of Customer's and/or Driver's personal property located in the Car will be borne by Customer, unless such damage is compensated by third parties. If and to the extent Customer's property located in or on the Car is included in the Lessor's insurance, which is evidenced by the Lease and by written confirmation upon commencement of insurance coverage (for insurance, see Article 18), Customer will be required to provide Lessor with the original purchase invoices of the insured items at the same time as the damage report.
13. The definitive loss due to theft of the Car, or in the event of such (collision) damage, that in the opinion of an expert or Lessor repair is not economically or technically possible, will terminate the Lease. Notwithstanding the above, Lessor will be entitled to continue the Lease with an equivalent Replacement Car to be provided by Lessor. In case of theft, Lessor will apply a period of 30 days from the date of discovery before terminating the Lease.
14. Excess increase:
If another non-recoverable damage occurs within 12 months, Lessor will be entitled to increase the contractually stipulated excess by 100%. However, this increase does not apply to the so-called limited vehicle damage, being: burglary, window breakage, fire, theft, storm and/or hail damage.
15. Lessor reserves the right to adjust the amount of the excess in the interim.

ARTICLE 18 LEASING INCLUDING INSURANCE AND COMPREHENSIVE COVERAGE

1. Lessor undertakes to take out third-party insurance for each Car to be made available to Customer with coverage, valid for all countries listed on the international insurance certificate, up to the minimum amounts determined by law for material and personal injury damage with a maximum of EUR 8,600,000 per registration number per year.
2. Lessor undertakes, unless otherwise agreed, for each Car to be provided to Customer, to provide comprehensive coverage up to the Book Value of the Car and insurance for the options and accessories included in the Lease Price. Lessor has in-house comprehensive coverage (Article 19).
3. Damage not covered or not fully covered under insurance will be borne by Customer. In such a case, Lessor will not be required to provide a Replacement Car.
4. Insurer's terms and conditions of insurance can be accessed at [Algemene-Voorwaarden-WA-Verzekeringen-Personenauto.pdf \(directlease.nl\)](#) and [Algemene-Voorwaarden-WA-Verzekeringen-Bedrijfswagen.pdf \(directlease.nl\)](#).

ARTICLE 19 COMPREHENSIVE COVERAGE

1. Lessor has in-house comprehensive coverage.
2. The comprehensive coverage conditions can be accessed at <https://directlease.nl/verzekeringsvoorwaarden/>.
3. Customer will be obliged to have the damage repaired by a damage repair company authorised by Lessor.

ARTICLE 20 LEASING EXCLUDING INSURANCE AND COMPREHENSIVE COVERAGE THROUGH LESSOR

It is only possible to lease including insurance and comprehensive coverage.

ARTICLE 21 PREMATURE TERMINATION

1. Customer may terminate the Lease prematurely on the condition that Customer gives two months' notice in writing and fully indemnifies Lessor. The amount of indemnification will be the difference between the book value calculated on an annuity basis and the market value or the proceeds on sale, plus costs incurred and loss of profit. Any other existing claims will also be borne by Customer. This also applies to a Charging Point included in the Lease where Customer owes the book value calculated on an annuity basis. The redemption matrix can be accessed at www.directlease.nl/voor-klanten/leaserijders/documenten.
2. Lessor may declare the Lease terminated by registered letter or by bailiff's notification, without further notice of default, and regain possession of the Car (or have it returned) if, among other things:
 - a. Customer remains in default of any obligation to Lessor in spite of being warned;
 - b. Customer applies for or obtains a suspension of payment, offers an amicable or judicial settlement, files a winding-up petition or is put into liquidation, the "Dutch Debt Restructuring (Natural Persons) Act" ("*Wet Schuldsanering Natuurlijke Personen*") has been declared applicable to Customer, upon establishment abroad of Customer, or if Customer sells, shuts down or liquidates all or part of its business;
 - c. the Customer's property or the Car is seized;
 - d. it is no longer possible to obtain normal third-party and comprehensive (insurance) coverage, for example as a result of an extreme claims experience;
 - e. the Car is requisitioned by the government;
 - f. circumstances arise that jeopardise the Lessor's recovery options with respect to Customer;
 - g. excessive repair or maintenance costs have been incurred for the Car, which can reasonably be assumed to have been caused by Customer's fault, reckless behaviour or wilful misconduct;
 - h. it appears that Customer is acting in bad faith or has provided incorrect or incomplete information or has knowingly withheld information when entering into the Lease;
 - i. Customer is a legal entity and this legal entity is dissolved or liquidated;
 - j. Customer has left the Netherlands.
3. Without prejudice to Lessor's right to terminate the Lease in such a case, the cancellation of a Car ordered on the instructions of Customer as well as Customer's unwillingness to take delivery of such Car will be considered as premature termination by Customer. In such an event, Customer will be obliged to fully indemnify Lessor. This compensation consists of compensation for all costs, damage and interest arising as a result of the premature termination, including those of legal and other assistance.

ARTICLE 22 COLLECTION OF THE CAR AND FINAL SETTLEMENT

1. Upon termination of the Lease, Customer will return the Car in good condition to Lessor or at another agreed location.
2. Surrender of the Car is confirmed by signing a digital waybill/transport document indicating, among other things, the odometer reading and general condition of the Car in which it is at that time. After arrival at Lessor, the car will be washed and will, under optimal conditions, be extensively inspected for any impairment, damage and missing items, which will be further specified in the collection protocol. Any unreported damage and missing items will be at Customer's expense and risk and will be charged in full.

3. Upon termination of the Lease, a Charging Point included in the Lease will become the Customer's property. In the event of premature termination, Customer will owe the fee referred to in Article 21.
4. Upon return of the Car, Customer will return all keys, the service book and all accessories and parts, such as the charging cable, which are included in the Lease Price. If one or more of the above items are missing, the associated costs will be borne by Customer.
5. Accessories which are not included in the Lease Price may be removed by Customer at its expense, however only if removal does not result in any damage or depreciation.
6. Lessor will be entitled to charge Customer for the repair costs and additional depreciation of the Car caused by any unreported damage and/or careless management. The costs resulting from loss of documents and accessories or failure to return them to Lessor in a timely manner will also be borne by Customer.
7. If, at the end of the lease term, Customer is unwilling to surrender the Car, Lessor will be entitled to discontinue the service, to claim the Car and the Customer will be liable to compensate Lessor for all costs, damage and interest arising as a result of the failure to surrender in time. No notice of default is required in this regard.
8. Without prejudice to the provisions of Article 11.3 of these General Terms and Conditions, at the end of the Lease, additional or fewer kilometres driven will be settled at the price specified in the Lease. Kilometres driven with Replacement Cars will be added to the kilometres driven with the Car.
9. Additional and fewer kilometres means the difference between the actual number of kilometres driven and the number of Contracted Kilometres, being the actual months multiplied by the Contracted Kilometres per month.
10. The final settlement of expenses incurred with the fuel card(s) will take place when no further invoices in this regard are expected.
11. If any costs directly related to the Lease (e.g. unsettled damage claims, repair invoices or fines) are incurred after the final settlement, they will be charged to Customer.
12. Customer will have no right of retention in respect of the Car with regard to any claim whatsoever.

ARTICLE 23 ATTACHMENT AND THIRD-PARTY MEASURES

1. If third parties wish to enforce rights with respect to the Car, allege to have a claim or otherwise take (or threaten to take) measures, Customer and/or Driver will immediately notify these third parties of the Lessor's right of ownership. Customer/Driver must notify Lessor thereof immediately, no later than 24 hours, and take measures themselves if necessary.
2. Lessor may take all measures it deems necessary for the protection of its rights. By signing the Lease, Customer authorises Lessor to take these measures if necessary in the name and for the account of Customer/Driver. The costs of the measures to be taken will be borne by Customer.

ARTICLE 24 PURCHASE OPTION

1. If, and to the extent stated in the Lease, Customer has the option to purchase the Car, provided that Customer has always fulfilled their obligations to Lessor in full during the term of the Lease. If Customer wishes to exercise their purchase option, Customer will notify Lessor at least two months before the end of the Lease. Lessor will then specify the price at which Customer can exercise their purchase option.
2. If the Lease mentions a "purchase option price", this refers to the amount applicable at the time of regular termination of the Lease; after the term in months and the number of kilometres as (originally) agreed.
3. If Customer has not paid the purchase price to Lessor within five (5) working days from the day of contract termination, the purchase option will lapse.
4. Transfer of ownership of the Car may occur when Customer has fulfilled all obligations arising from both the Lease and the purchase option.
5. Regardless of whether Customer exercises their purchase option, Lessor will make every effort to operate the Car efficiently, to maintain the Car (or have it maintained) in a reliable and safe condition until the

end of the agreed lease term. Lessor cannot be required to incur expenses for the use of the Car after the lease term.

ARTICLE 25 LIABILITY

1. Lessor will in no way be liable and therefore never obliged to pay compensation for any damage suffered by Customer or third parties and caused by the use of the Car provided by Lessor within the meaning of Article 13. Lessor will also never be obliged to pay compensation for trading loss, or damage or loss of income, consequential loss or indirect loss. Customer indemnifies Lessor against all third-party claims in this regard. The foregoing does not apply if the damage or loss was caused by wilful misconduct or gross negligence of Lessor.
2. Customer will be responsible for, among other things:
 - a. failure to follow the guidelines for use and maintenance of the Car, the insurance conditions and the procedures prescribed by Lessor;
 - b. failure to pay taxes and premiums on time, including insurance premiums and all resulting expenses, unless these are included in the Lease Price;
 - c. violations of traffic rules and laws;
 - d. damage to engine, gearbox and other parts of the Car due to improper use or oil shortage;
 - e. payment of damage compensation to third parties in the event of failure to obtain an insurance package;
 - f. damage, in whatever form, with regard to the consequences of mounting an LPG installation;
 - g. damage, in whatever form, caused by or to the co-financed Charging Point;
 - h. damage caused during assembly and/or disassembly of the co-financed Charging Point;
 - i. all overhead damage. Overhead damage is understood to mean all damage to the Car above 180 cm from ground level, or damage caused to the Car by any part of the load above that height.
3. Customer indemnifies Lessor against all claims that may be filed against Lessor arising out of or in connection with the holding, possession or operation of the Car, and if and to the extent that the insurance company does not or will not pay compensation to Lessor in this regard.
4. Lessor will never be liable for any loss of or damage to goods and/or substances located in, on or at the Car.
5. Lessor will never be liable for any additional costs arising from the permanent replacement of the Car as indicated in Article 12.7.

ARTICLE 26 CHARGING POINT

1. Upon regular termination of the Lease in which a Charging Point was co-leased, the ownership of the Charging Point will pass from Lessor to Customer. Any rights and obligations will thereby lapse for Lessor, see also Article 22.3.
2. In the event of premature contract termination, any Charging Point funding will be charged to Customer on a pro rata basis, see also Article 21.1.
3. Any costs arising from the relocation of the Charging Point, such as disassembly, assembly and transport costs, due to a change or relocation of the Driver, for example, will be borne by Customer.
4. In the event of damage to the Charging Point due to use of the Charging Point, Lessor will not be liable as indicated in Articles 13.16, 19 and 25.

ARTICLE 27 TRANSFERABILITY

1. If Customer wishes to transfer its powers, rights, privileges and actions arising from a Lease to a third party, written approval from Lessor will be required.
2. Lessor will be entitled to transfer or pledge all claims, powers, rights, privileges and actions related to the Lease to a third party. Customer hereby cooperates in advance with any transfer by Lessor of its obligations and rights under the Lease and the supplementary agreements to one or more third parties, either by assignment or contract takeover.

ARTICLE 28 FORCE MAJEURE

1. If Lessor is prevented from performing the Lease due to a failure not attributable to it, Lessor will be entitled to terminate the Lease without judicial intervention by registered letter, or to suspend its obligations under the Lease until the force majeure in question has ceased to exist, without the Lessor being obliged to pay any compensation.
2. A failure is in any case not attributable to Lessor in the event of force majeure. This includes, but is not limited to: late delivery by importer/factory/supplier/user to Lessor, obstructive governmental measures, damage to the Car, strikes, lack of staff, fire, epidemics and pandemics, operational disruptions and damage to the Car between the time of entering into the Lease and the time of Delivery.

ARTICLE 29 PROCESSING OF PERSONAL DATA

1. Lessor and Customer may process personal data of Driver and of each other. Both Lessor and Customer thereby qualify as controller within the meaning of Article 4, paragraph 7, of the General Data Protection Regulation.
2. Lessor and Customer process personal data under their own responsibility and are themselves responsible for lawful processing of personal data.
3. Lessor and Customer will independently inform Drivers whose personal data are processed of the purposes for which the data are processed and will not process the data other than for which they themselves have a legal basis.
4. Lessor and Customer will each independently fulfil their obligations under the General Data Protection Regulation and cooperate with each other if necessary.
5. Lessor and Customer may exchange personal data of Drivers with each other. In doing so, Lessor will only exchange with Customer the personal data of the Driver that are necessary to execute the Lease to which Driver is a party or to represent the Lessor's legitimate interests.
6. If Customer requests additional exchange of personal data for compatible purposes, it will be the Customer's responsibility to do so on a legitimate basis. Customer indemnifies Lessor for data exchanges that are only made at the Customer's request.
7. The Lessor's privacy statement provides more information on the processing of personal data. The privacy statement can be accessed at www.directlease.nl/privacy-statement.

ARTICLE 30 JOINT AND SEVERAL LIABILITY

1. If several (legal) persons act as Customer, each of these (legal) persons will be jointly and severally liable for the entirety of the obligations under the Lease.

ARTICLE 31 APPLICABLE LAW, COMPETENT COURT

1. The legal relationship between the Parties will be governed exclusively by Dutch law.
2. Any disputes will be adjudicated by the competent court within whose district the Lessor's place of business is located.

ARTICLE 32 GENERAL PROVISIONS

1. Immediately on the Lessor's request, Customer will be obliged to make the Car available to Lessor for viewing and inspection.
2. The Customer's right of setoff, suspension or retention is expressly excluded.
3. Customer will be obligated to inform Lessor ten (10) days in advance of any changes in business details such as, but not limited to, power to act, contacts, correspondence and business addresses, name, address and residence details of the Driver of the Car, as well as any facts and events that may affect Lessor's position in relation to the Customer or the Car.
4. By signing the General Terms and Conditions, Customer declares to be aware and agree, that Lessor may report - to the extent applicable - the General Terms and Conditions, respective Leases, as well as any payment arrears to third parties for credit registration.
5. Should any provision of these General Terms and Conditions be void, the General Terms and Conditions will otherwise remain in force as far as possible and the provision in question will be replaced by a provision that approximates the original intention of the Parties as closely as possible.
6. The insurances and comprehensive coverage are subject to the Coverage Provisions. By signing the General Terms and Conditions, Customer will be deemed to be familiar with and to have taken note of - and to have agreed to be subject to - the Coverage Provisions. The Coverage Provisions may be changed by the insurer and/or Lessor. If Lessor provides third-party insurance or comprehensive coverage, Lessor will notify Customer in writing in advance of any changed Coverage Provisions.

Drawn up and signed in Hengelo, the Netherlands, on

DirectLease B.V.
Management

Customer
Management