

GENERAL TERMS AND CONDITIONS OPERATIONAL LEASE (version 2025-02)

Article 1. Definitions

Lessee / you / your: You as a contracting party of Lease 2.0. You are a legal entity or a natural person in the exercise of a profession or business.

Lessor / Lease 2.0 / we / us: Lease 2.0 B.V., we focus on leasing vehicles to companies based in the Netherlands and consumers residing in the Netherlands. We use different trade names: Shortleaseland, Shortleasemarkt, Dealerleasing and Bedrijfswagenleasing.

General Terms and Conditions: the General Terms and Conditions described in this document, which apply to the lease contract concluded between you and Lease 2.0. By signing the lease contract, you agree to our General Terms and Conditions. The (general) terms and conditions of your company do not apply to the lease contract concluded between us.

Vehicle: The vehicle that you lease from us as described in your lease contract, including options, accessories and add-ons.

Lease contract: The agreement we have concluded with you for the lease of the vehicle. In case of conflicting provisions in the lease contract and these General Terms and Conditions, the agreements made in the lease contract take precedence.

Driver: The regular driver of the vehicle stipulated in your lease contract.

Authorized driver: A driver of the vehicle approved by us, where we are authorized by internal policy to reject a driver to drive certain vehicles. Indicated on the lease contract as an additional driver.

Article 2. Formation and delivery

2.1. Conclusion of the lease contract

- a. By signing the lease contract, you declare that you agree with the agreements in the lease contract and these General Terms and Conditions and intake protocol.
- b. Our quotations, price indications and other offers are always subject to acceptance. After final acceptance by Lease 2.0, your and our obligations will commence.
- c. Do you wish to cancel the lease contract after signing? In that case, you will owe us a cancellation fee. The amount of the cancellation fee depends on the costs incurred by us and lost income and amounts to a minimum of €350.00.

2.2. Appointment delivery vehicle

- a. Once we have received all necessary documents and information, we will schedule an appointment for the delivery of the vehicle.
- b. The deposit and first lease payment must be credited to our account by the agreed date at the latest. Have you not met this condition? Then we will move the delivery date. If we are forced to move the delivery date, we may replace the vehicle as described in your lease contract with an equivalent vehicle.
- c. The actual delivery date may differ from your desired delivery date without any consequences for us.

- d. The vehicle must always be delivered to you within thirty days of signing the agreement, unless otherwise agreed in writing.

2.3. Commissioning vehicle

- a. Upon receipt of the vehicle, a commissioning form is signed. This will record the condition of the vehicle, the mileage, the items included and the time of delivery, among other things. You, the regular driver, or another person authorized by you may sign for receipt. We ask for a valid identification of the person signing.
- b. You may pick up the vehicle at our location. You can also use our home delivery service for an additional fee.

2.4. Start of lease period

- a. The lease period (term) starts the moment the vehicle is delivered.
- b. Do you collect the vehicle later than agreed? Or have we been forced to postpone delivery because the deposit and/or first lease payment has not been credited to our account in time? Then the lease period will start on the first agreed delivery date.

2.5. Temporary vehicle

- a. If you wish, we can arrange for a temporary vehicle until your definitive vehicle is delivered.
- b. The rate and any additional conditions will be determined in consultation with you.

Article 3. Lease rate and lease components

3.1. Lease rate

You pay Lease 2.0 a fixed lease rate per day/month, agreed upon in your lease contract. The lease rate depends on, among other things, the chosen vehicle, the duration, the annual mileage and the agreed lease components. The lease rate can be adjusted in the following cases:

- a. *Addition of extra lease components*
If we add additional services to the lease contract at your request.
- b. *Cost changes due to government measures*
Cost-increasing measures for owning/using/leasing the vehicle, or a lowering effect on the residual value of the vehicle. For example, we have the right to pass on to you changes in VAT, BPM, insurance tax, motor vehicle tax or the introduction of, for example, kilometer charge, as of the effective date.
- c. *The cost of insurance and/or coverage against casco damages increases*
For example, the increase of insurance premiums by our insurer, or if, in our opinion, your casco damage history gives causes for this.
- d. *Indexation of repairs, maintenance and tires as well as replacement transport*
If the costs of repair, maintenance, tires and replacement transport have increased by more than 5% since the start of the lease period (in accordance with the CBP price index, section auto repairs and auto parts), we may pass this on in the lease rate.
You will be informed of changes to Your lease rate pursuant to subsections c. and d. at least 30 days before commencement.
- e. *Increase in purchase prices of company cars*
As of 31-12-2024, we have the right to pass on the price increases in the purchase prices, of both new and used company cars, to you. This is due to scarcity on the market for used commercial vehicles and the BPM applicable to all new commercial vehicles as of 01-01-2025.

3.2. Lease components

- a. Your lease contract states which of the following components are included in the lease rate, or for which we bear the costs:
 - Depreciation: the costs related to regular depreciation of the vehicle during use;
 - Insurance WA/Casco: the premium for the WAM insurance and the costs of bearing the casco risk;
 - Motor vehicle tax: also called road tax;
 - Repairs & Maintenance: repairs, periodic maintenance and PTI/MOT inspections;
 - Tires: tire replacement;
 - Roadside assistance: roadside assistance at home and abroad;
 - Replacement transport: a replacement vehicle if your vehicle is unavailable due to repair;
 - Occupants insurance: premium for occupants insurance;
 - Fuel or charging pass.
- b. You bear the costs (if any) for components not included in your lease contract.
- c. Other costs related to the use of the vehicle are your responsibility. For example, you can think of:
 - Fuel and Adblue;
 - Daily maintenance (replenishing oil and fluids between service intervals);
 - Parking costs, storage costs and tolls;
 - Traffic fines and disposition;
 - Cleaning the vehicle;
 - Updates to the navigation system;
 - Costs for the addition of accessories that become necessary due to regulatory requirements.

3.3. WAM insurance and casco coverage

WAM insurance

- a. Lease 2.0 has insured the vehicle against the risk of third-party liability for damage.
- b. The insurer covers the third party's damage up to €2,500,000 in material damage and €6,070,000 in personal damage, subject to the exclusions specified in these General Terms and Conditions or in the insurance terms and conditions.
- c. Standard exclusions apply to the WAM insurance, where you are responsible for damages suffered by third parties. For example, damage caused: outside the coverage area (stated on the green card), if the driver was under the influence of drugs/alcohol, during joyriding, due to recklessness, by intent, during speed tests or because of acting in violation of provisions in the lease contract or these General Terms and Conditions.
- d. The extended insurance terms and conditions apply in full and in their entirety to the lease agreement concluded between Lease 2.0 and you. You may request the detailed Insurance Terms and Conditions from Lease 2.0.

Casco coverage

- e. Lease 2.0 or its insurer bears the risk of casco damage.
- f. Casco coverage includes non-recoverable damages to your own vehicle and theft thereof. Your personal belongings inside the vehicle are not covered.
- g. The exclusions that apply to the WAM insurance also apply here. In addition, there are additional exclusions applicable to the casco coverage, where you yourself are fully liable for the damage to the vehicle. For example, damages caused: while you are acting in violation of

provisions in these General Terms and Conditions (such as during unauthorized activities or by unauthorized drivers) and by careless acting (such as theft from or out of the vehicle if it was not locked or the key(s) were left unattended).

- h. If there is an exclusion, all damages may be recovered from you and are payable by you.
- i. The extended coverage terms and conditions apply in full and in their entirety to the lease agreement concluded between Lease 2.0 and you. The detailed coverage terms and conditions are included in the Casco Conditions, which are available for inspection at Lease 2.0.

Exclusion

- j. Failure to pay your lease installments or pay the lease installments on time, also means that you are in arrears with the payment of the insurance premium. You cannot derive any rights from the WA/Casco insurance.

3.4. Repair and maintenance

- a. We expect you to take care of the maintenance of the vehicle.
- b. This means you take care that the tire pressure, oil and fluids are all maintained at the proper level. You use the fuels, oils and fluids that are prescribed by the manufacturer.
- c. In addition, you ensure that maintenance and any repairs are carried out on time by one of our service partners, in accordance with the instructions in the instruction booklet and by us.
- d. We bear the costs of periodic maintenance and necessary repairs. The condition for this is that the work is carried out with our permission and by a garage of our choice.
- e. If you do not have the periodic maintenance carried out by one of our service partners in time, you will be charged a depreciation fee of € 1,500,-.
- f. With our prior permission, you can also incur costs abroad. In this case, we ask you to pay the amount yourself and to declare the invoice to us. Make sure that the vehicle's registration number is clearly stated on the invoice. We reimburse the amount excluding foreign sales tax. You yourself can request a refund of the amount of foreign sales tax paid.
- g. If we incur additional costs due to improper use of the vehicle, negligence, non-normal wear and tear or late performance of maintenance, necessary repairs or periodic inspections, we will charge you for the costs incurred. Our judgment therein is decisive.

3.5. Tires

- a. Lease 2.0 pays for the replacement of tires in the event of normal wear and tear, provided you use one of our service partners.
- b. Do the tires wear out much faster than can be expected with normal use? Then we are entitled to pass on the costs of this to you.

3.6. Roadside assistance

- a. If roadside assistance is part of your lease contract, you are entitled to roadside assistance.
- b. Should the vehicle break down at home or abroad due to mechanical failure of the vehicle, you can contact our emergency number.
- c. Roadside assistance consists of an emergency repair on site, and if that is not possible, transportation of the vehicle and passengers to a repair facility.
- d. Are you stranded but not entitled to free roadside assistance, because you are responsible for the defect yourself? For example, standing still due to an empty fuel tank, filling up the vehicle with the wrong fuel, lost key, broken key, key inside a locked vehicle or an empty battery. You will then be charged €185. However, you can use our emergency number.

3.7. Replacement transport

- a. If replacement transport is part of your lease contract, we will provide replacement transport if your vehicle is temporarily unavailable due to repair or damage repairs carried out in the Netherlands.
- b. There may be a waiting period before you are entitled to replacement transport. The waiting period is specified in your lease contract. Sundays and public holidays are not included. Is there no waiting period specified in your lease contract? Then you are immediately entitled to replacement transport.
- c. To the extent possible, we will try to arrange comparable replacement transport. In case of limited availability, you will be given a vehicle from a different category. Should we wish to exchange the replacement vehicle for another vehicle, you are expected to cooperate.
- d. The right to replacement transport does not apply if the repair is necessary after improper use, negligence, if the damage is not covered, or in the event the general terms and conditions have been violated in any way.
- e. The right to replacement transport does not apply if there is culpable stranding, see Article 3.6 paragraph d.
- f. The right to replacement transport ends as soon as the vehicle is available again. Do you continue to drive the replacement vehicle for a longer time than necessary? Then we will charge you for the costs thereof which you are obliged to pay.
- g. If you have access to a replacement vehicle, your lease contract will continue as usual. The days and kilometers you drive in the replacement vehicle count when determining the number of kilometers driven within your lease contract.
- h. You yourself pay the fuel costs of the replacement vehicle and the other costs referred to in Article 3.2.c.

3.8. Occupants insurance

- a. You have occupants insurance if it is included in your lease contract.
- b. The insurer covers the damage to the driver and/or other occupants caused by an accident with the vehicle. Material and immaterial damage is covered up to a maximum amount of €250,000 per claim.
- c. Lease 2.0 is entitled to recover from you any damages paid out by the insurer which are found to be due to you acting in violation with these Terms and Conditions.
- d. The Insurance Terms and Conditions are available for inspection at Lease 2.0.

3.9. Fuel card

- a. If fuel is part of the lease contract, you will receive a card with which you can refuel or charge electricity.
- b. You pay a deposit to us for this pass. The actual costs will be settled directly with you periodically by the card supplier.
- c. In the event of structural cost overruns, we may adjust your periodic advance payment.
- d. You may only use the pass to refuel/charge the leased vehicle and any replacement vehicle.
- e. VAT is not reclaimed for refueling abroad.
- f. You are responsible for all transactions made with the card, with and without your consent. In case of unauthorized use, loss, theft, etc., please inform us immediately. We will then have the card blocked as soon as possible.
- g. You pay a fee for using the fuel card. The fee is included in your lease rate.

3.10. Key

Upon delivery of the vehicle, you will receive one key. If you wish to receive an additional key, you will be charged for the cost of handling and making the key. In addition, we also have a key to the vehicle in question.

Article 4. Damage and theft

4.1. Damage

- a. Have you caused damage to the vehicle and/or to a third party? Then complete (together with the other party if applicable) the Standard European Claims Form to the best of your ability. Complete both the front and the back.
- b. If there is a counterparty, the insurers will determine among themselves where the liability lies. Therefore, do not ask the other party, and do not give an admission of guilt yourself.
- c. Do you have damage to the vehicle where no other motor vehicle was involved with? Then fill in the section intended for vehicle A on the Standard European Claims Form.
- d. Report the damage to us in writing within 48 hours, including a completed Standard European Claims Form. We will indicate where you can have the vehicle repaired. If you do not report the damage, we are entitled to charge you for the entire damage.
- e. Do not continue to drive the vehicle if this increases the damage. If the vehicle is in a dangerous place or obstructs traffic, it may of course be moved. If in doubt, you should always contact us to avoid liability for the damage.

4.2. Theft

- a. In the event of theft, loss or burglary, report this to us as soon as possible, but no later than 24 hours.
- b. You must also report it to the police. We would like to receive the report documents as soon as possible, but no later than two days after the report date.
- c. We will provide you with a replacement vehicle if the vehicle is missing.

4.3. Deductible

- a. Have you caused damage? Then there may be a deductible.
- b. The amounts below are the maximum deductibles per claim. The deductible is never higher than the actual costs of the damage.
 - Non-recoverable damages:
 - First damage (cat. A, B, C passenger car): €595 (unless stated otherwise on Your Lease Contract)
 - First damage (cat. D, E passenger car): €795 (unless stated otherwise on Your Lease Contract)
 - First damage (cat. A, B company car): €595 (unless stated otherwise on Your Lease Contract)
 - First damage (cat. C, D company car): €795 (unless stated otherwise on Your Lease Contract)
 - Subsequent damages: €1,000
 - A different deductible applies to the following damages:
 - Overhead damage: €1,000 (damage above 1.90m measured from the ground)
 - Theft: €1,000
 - Total loss: €1,000

- Windshield damage: €75 (Due to stone chips)
- Window breakage: €295 (Due to stone chips)
- c. No deductible applies to recoverable damages.
- d. For damages which are due to you acting in violation of the General Terms and Conditions, there is no deductible but you are liable for the full damage.
- e. If you cause damage to a counterparty, we apply a WA deductible (apart from the damage to your own vehicle).

Article 5. Kilometers

5.1. Mileage

- a. By signing your lease contract, you agree to the built-in GPS system in your vehicle.
- b. By means of the GPS system, we read the mileage of your vehicle. You therefore do not need to periodically report the mileage to us yourself. If we do ask you to provide us with the mileage, you must cooperate immediately.
- c. The starting mileage of your lease contract is the mileage of the vehicle at the Lease 2.0 location, even if you use our home delivery service.
- d. The final mileage is also the mileage on location of Lease 2.0, even if you wish to use our pick-up service.
- e. If your vehicle's odometer is defective, report it to us within 24 hours. We will determine the number of kilometers driven with a defective odometer together with you.
- f. You are prohibited from altering or causing the odometer to be altered or affecting or causing the operation of the odometer to be affected in such a way that the distance indicated on the odometer does not correspond to the actual distance travelled by the vehicle.
- g. You are prohibited from correcting, repairing, or replacing the odometer. If the odometer is actually broken and needs to be replaced, you must inform us immediately. We will report this to the RDW.
- h. If the above-mentioned paragraphs f and/or g are violated, we are bound by the 1994 Road Traffic Act and will be obliged to report fraud to the police.

5.2. More mileage offset

- a. Your lease contract includes a maximum number of kilometers per year. Do you drive more kilometers than the maximum allowed? Then we will charge you an amount per additional kilometer driven, as stated in your lease contract.
- b. We have the right to charge you for any additional kilometers driven on a monthly basis. Upon return of the vehicle, a mileage settlement is always carried out.
- c. Mileage settlements are based on the cumulative additional mileage over the number of months of your lease contract that have elapsed. For example, do you have a maximum mileage of 2,000 per month? And do you drive 1,000 kilometers one month and 3,000 kilometers the next month, then on balance you do not have to pay for additional kilometers.

Example

Suppose you have a lease contract with a maximum of 2,000 kilometers per month. The price for additional kilometers is €0.06. After 5 months you have driven 8,000 kilometers.

According to the contract, you were allowed to drive a maximum of 10,000 kilometers (5 times 2,000). You therefore do not have to pay us anything extra. In the next 5 months, you drive 12,000 kilometers. This means you will have driven 20,000 kilometers after 10 months. We look at the number of kilometers you drive on average per month, not at each month

separately. You have driven an average of 2,000 kilometers per month, which is within the maximum of your lease contract. You therefore do not have to pay for the extra kilometers. In the next 5 months, you drive another 12,000 kilometers. In total, after 15 months, that would make 32,000 kilometers. Because the number of kilometers driven is higher than agreed (15 times 2,000 is 30,000), we will settle the additional kilometers driven with you. The number of additional kilometers is 2,000. You therefore pay us 2,000 times €0.06 (€120). In the last 5 months you drive 8,000 kilometers. When the vehicle is returned after 20 months, the mileage is therefore 40,000. So you have driven an average of 2,000 kilometers per month (40,000 divided by 20), as agreed in the contract. Therefore, you will receive a full refund of the €120 you paid us after 15 months.

5.3. Structural increased mileage

- a. Do you drive (many) more kilometers per month than agreed in your lease contract? Then we can make you a proposal to adjust the lease contract to a higher mileage.
- b. The contract adjustment will be to your advantage. This means that your lease rate will increase less than if you would receive a monthly mileage statement under your old contract. By adjusting the contract you pay less on balance and the costs are spread out through time, instead of receiving high bills afterwards.

5.4. Fewer kilometers

Do you drive less kilometers than agreed to in your lease contract? Then these kilometers will not be credited.

Article 6. Use of the Vehicle

6.1. Careful use

- a. We expect you to handle the vehicle with care.
- b. This means that you use it carefully and in a proper manner and ensure that the vehicle remains in good condition.
- c. You use the vehicle for what it is intended and equipped for.
- d. Any costs incurred due to carelessness or improper use of the vehicle will be at your expense.
- e. You are responsible for the timely maintenance and inspection of the vehicle.
- f. The vehicle is equipped with telematics, which can be used to monitor driving behavior and to notify us of abnormal driving behavior.

6.2. Prohibition of smoking in the car

It is strictly forbidden to smoke in the vehicle at all times. This applies to both you and the occupant(s). We will charge you for the costs, mentioned in article 9.3, associated with any damage to the vehicle resulting directly or indirectly from non-compliance with this prohibition. The use of a Vape / E-cigarette also counts as smoking.

6.3. Ban on the use of a telephone

It is strictly forbidden to hold your phone while driving at all times. We will charge you for the (possible) fine we receive, see article 7.4.

6.4. Restriction of use

- a. The vehicle may not be used without prior written permission of Lease 2.0 for:
 - Paid passenger transport (including Uber);
 - Courier services;
 - Driving lessons;
 - On-/rental;
 - Transport of hazardous materials;
 - Car-sharing concepts.
- b. Under no circumstances may the vehicle be used for:
 - Driving on circuits;
 - Skid and driving courses;
 - Reliability runs;
 - Performance runs;
 - Driving on terrains for which it is not suitable;
 - Activities or places for which the WAM insurer or Casco risk bearer does not provide coverage;
 - Illegal activities.

Any suspicion of this leads to the immediate termination of your lease contract.

6.5. Drivers

- a. The vehicle may be driven by the regular driver as specified on your lease contract. We must be in possession of the driver's license of the regular driver before using the vehicle.
- b. The vehicle may be used by authorized drivers, other than the regular driver, whose driving license is registered with us and we have given written permission prior to the use by these drivers.
- c. We may reject a request to add an Authorized Driver if they do not meet our acceptance guidelines.
- d. For each authorized driver, other than the regular driver, we will charge an amount of €19.
- e. Allowing other people to drive can for example lead to you being fully liable for damage to a vehicle (art. 3.3 g).
- f. Persons driving the vehicle must be in possession of a valid Dutch driver's license (for the relevant vehicle category). Minors with a 2toDrive driver's license are not allowed to drive the vehicle.
- g. The person must of course be legally authorized and able to drive the vehicle. Be aware that you are responsible for the actions of other users, as if it were your own. In case of serious traffic violations, the police or the Public Prosecutor's Office may ask us who was driving the vehicle at the time of the violation. It is therefore important that you can indicate who was driving the vehicle and when, otherwise you will be responsible for the (financial) consequences of the violation.
- h. Exceptions to this are theft and loss. You are not liable for what happens to the vehicle after a theft or loss, provided that you report the theft or loss to us within 24 hours and report it to the police and provided that the theft of or from the vehicle was not the result of the vehicle not being locked properly or if the key(s) were left unattended.

6.6. Ownership

- a. The vehicle is legally and economically owned by Lease 2.0, or by a third party. You are only the keeper / lessee of the vehicle.

- b. You may therefore not sell, (sub)lease, alienate, pledge, or encumber the vehicle in any other way.
- c. We may want to inspect the vehicle during the term of your lease contract. You are obliged to cooperate with this.

6.7. Confiscation

- a. If someone tries to confiscate the vehicle, for example a bailiff or the police, you must report to the confiscating party that the vehicle is a lease vehicle and therefore not your property.
- b. You need to contact us immediately to notify us of the confiscation attempt.
- c. You are responsible for all costs arising from a (attempted) confiscation.

6.8. Making Changes

- a. You may add accessories, advertising and other modifications to the vehicle, provided that you are able to and will return the vehicle to its original state before returning the vehicle.
- b. Costs that we have to incur to return the vehicle to its original condition will be charged to you in full.
- c. For changes that are permanent in nature, you need prior written permission from Lease 2.0. When you return the vehicle, you will not be reimbursed for the permanently attached accessory and the accessory becomes the property of Lease 2.0.
- d. The costs for the modifications, as well as the maintenance, insurance and repair are at your own expense.

6.9. Commercial registration number

- a. Are you leasing a commercial vehicle from us with a so-called commercial registration number? Then it is important that you meet the conditions for exemption from BPM under the entrepreneurial scheme.
- b. By signing the lease contract, you declare:
 - To be a company with a Chamber of Commerce number and a VAT number;
 - To use the vehicle more than incidentally for your business (at least 10% of the kilometers driven on an annual basis);
 - Not to modify the vehicle in such a way that the vehicle no longer meets the design requirements for commercial vehicles of the Tax and Customs Administration.
- c. Any fines and additional BPM assessments from the Tax and Customs Administration, due to not fully complying with their requirements during the entire term of your lease contract, will be charged to you in full.

Article 7. Financial conditions

7.1. Deposit

- a. We may ask you to pay a deposit prior to the delivery of your vehicle. The amount of the deposit is stated on your lease contract. We are not obliged to deliver the vehicle if the deposit has not been paid.
- b. At the end of your lease contract, the deposit will be refunded within 6 weeks, provided that you have fulfilled all payment obligations arising from your lease contract(s).
- c. The deposit will be deducted from your outstanding invoices, including costs for reminders, notices of default and dissolution of the agreement.
- d. You may not set off the deposit against the lease instalment or other amounts to be paid.

7.2. Payment of invoices

- a. You agree to direct debit of invoices arising from your lease contract. You sign a SEPA direct debit mandate for this, and ensure registration with your bank and sufficient balance in your account.
- b. If, for whatever reason, we are unable to collect the invoices automatically, you will ensure timely manual payment of the invoices.
- c. The lease instalment of your lease contract must be paid in advance (no later than the 1st day of the period to which the invoice relates). For other invoices, the payment term as stated on the invoice applies (standard 8 days).
- d. You may not suspend and/or set off your payments to us against any amounts you may have to claim from us. In that case, we will send you a credit note.

7.3. Failure to pay

- a. In the event of non-payment after the final payment date has passed, we are entitled to charge you costs:
 - When the payment term has expired, we will send you a reminder, the costs are €25.
 - Is the payment not forthcoming? Then we will send you a notice of default, the costs of which are €50.
 - Are we forced to terminate the lease contract following the notice of default? Then we will charge you €225 plus any transport costs for the vehicle.
- b. If you pay late, you will be in default from the moment the payment term is exceeded. We are then entitled to charge you interest on late payments, amounting to 1.5% per month on the outstanding balance.
- c. Claims for which you have been declared in default, and for which payment is not forthcoming, may be transferred to a collection agency, bailiff or lawyer. The collection costs, (extra) judicial costs, and other costs that we incur to protect our rights are entirely at your expense.
- d. We are entitled to settle outstanding invoices between our labels (including Shortleaseland, Shortleasemarkt, Bedrijfswagenleasing and Dealerleasing).

7.4. Fines and settlements

- a. If we receive fines for the vehicle, we will pass them on to you.
- b. Fines include: fines, parking taxes, unpaid tolls, etc. But also costs related to the fines such as reminders, increases and (extra) judicial collection costs.
- c. Please note: we pay the fine to the relevant authority, you pay the fine to us.
- d. We charge administration costs for the administrative processing of fines (€15 each time).

Article 8. Termination of the Lease Contract

8.1. Regular termination

a. Request for termination within the contractual term

It is not possible for you to terminate the lease contract before the contractual end date. However, you can submit a request for early termination to us. You must then take into account a termination fee to compensate for the loss of income suffered by Lease 2.0.

b. End date of your lease contract

On the day on which the term stated in your lease contract has expired, you can have the lease contract terminated by handing in the vehicle. Are you not returning the vehicle on this day (or another day agreed with one of our colleagues)? In that case, the lease contract is

tacitly extended by one calendar month at a time. All provisions in your lease contract and these General Terms and Conditions will remain in full force and effect.

c. Termination by you after the contractual term

After the contractual term of your lease contract has expired, you can terminate the lease contract, subject to one calendar month notice. This means that if you cancel the lease contract on 15 May and the notice period is one month, the lease contract ends on 1 July and not on 15 June.

d. Termination by us after the contractual term

After the contractual term of your lease contract has expired, we also have the right to terminate the lease contract, subject to one calendar month notice.

e. Total loss or theft

Is the vehicle considered a (technical or economic) total loss by us due to damage or defect? Or has the vehicle been stolen/missing (more than 30 days)? And we cannot offer you an equivalent permanent replacement vehicle? Then we can choose to terminate the lease contract.

f. Excessive maintenance costs

If we expect excessive maintenance costs on the vehicle, due to a technical defect or high mileage (more than 95,000 km), we can choose to retrieve the vehicle. If we are unable to offer you a comparable vehicle, we will terminate the lease contract.

8.2. Dissolution by Lease 2.0

a. In a number of exceptional cases, Lease 2.0 has the right to terminate your lease contract immediately, without judicial intervention. In the event of a dissolution, all your payment obligations (remaining lease instalments and other invoices arising from the lease contract and these general terms and conditions) will remain in full force. In addition, Lease 2.0 is entitled to full compensation, as a result of, for example, additional costs of damage, interest and legal assistance.

- *You do not comply with or act in violation of the agreements of your lease contract and the General Terms and Conditions.*

For example, you do not meet your payment obligations, after being repeatedly reminded.

- *You are committing fraud.*

For example, you provide us with incomplete or incorrect information before the start of or during the term of your lease contract. Or we are forced to dissolve your contract on the basis of laws and regulations (such as anti-money laundering rules).

- *You drive a lot of damage and/or traffic fines.*

For example, because you repeatedly cause damage to third parties with the vehicle, our WAM insurer no longer wants to insure you, or because you cause more than two Casco damages within 12 months, the bearer of the Casco risk no longer wants to bear your risk.

- *You have committed a serious offence and/or crime.*

For example, because you have caused an accident by driving in the wrong direction.

- *You are in serious financial trouble.*

For example, you are placed under administration / guardianship, bankruptcy is filed for you, debt mediation / debt restructuring applies to you or your assets are confiscated.

- *The vehicle is confiscated, or an attempt is made to confiscate the vehicle.*

If the vehicle is confiscated, you must fully compensate us.

- *You terminate your business or there is a change in the business form*
You cease your business operations or sell important business units.
- *Termination by the insurer of the Lease 2.0 fleet. BV, as a result of which the vehicles are no longer insured*
- *You settle abroad*

Unless we give you prior written permission to continue the lease contract.

- b. You are obliged to inform us as soon as possible if any of the above situations occur. You can no longer use our services after the termination of your lease contract. If we terminate your lease contract, we ask you to return the vehicle within 5 working days to the location indicated by us. It is important to carry out this request in a timely manner. Should you fail to return the vehicle to us, we have the right, without judicial intervention, to technically block the vehicle from further use and to retrieve the vehicle to our location ourselves. We are not liable for any damage that results or may result from the technical blockade. You are responsible for informing us of the location of the vehicle and ensuring that the vehicle is in a location accessible to us. All costs for the recovery of the vehicle will be borne by you.

8.3. One-way termination of Lease 2.0

We reserve the right to terminate the lease contract immediately after the initial contractual lease period without giving reasons. In such cases, you will be notified immediately and the vehicle will have to be returned to us immediately. We will not be liable for any costs or damages you may incur as a result of such unilateral termination.

Article 9. Returning the Vehicle

9.1. Return

- a. After termination of the lease contract, you return the vehicle and all accessories at the location and time specified by us.
- b. You return the vehicle in the same condition as you received it, apart from usual wear and tear and pre-approved permanent modifications.
- c. The vehicle must be returned with a full fuel tank.
- d. An intake form will be drawn up upon return. The intake form records the condition of the vehicle, the mileage, tank capacity, return time, and the presence of accessories, among other things. You, the regular driver, or another person authorized by you need to sign the form. If you do not sign the form, the form is valid as we completed it.
- e. You can also use our pick-up service by appointment for a fee. If the vehicle is picked up by a driver, a handover form will be signed. The intake form will be completed at the Lease 2.0 location.
- f. Missing keys must be returned within 2 days after returning the vehicle. Other missing items: such as license plate cards, parcel shelves, charging cables, etc. must be returned within 5 days of returning the vehicle. After this period, costs will be charged to you.

9.2. Condition of the vehicle

- a. You ensure that the vehicle is returned neatly and cleaned.
- b. You remove temporarily installed accessories and advertisements, provided that this does not cause damage or depreciation.
- c. You will not receive compensation for accessories that have not been removed.

9.3. Additional costs upon return

After returning the vehicle, you may be faced with additional costs. Below we list the most important possibilities:

- a. *Additional kilometers*
A settlement of any additional kilometers driven (see article 5).
- b. *Costs for damages not previously reported*
The deductible for any previously unreported (unacceptable) damages (see article 4.3). We charge handling costs for unreported damages. Our return guidelines stipulate which return damages we consider acceptable and which we do not.
- c. *Missing items*
We will charge you for any items missing from the vehicle. For example: accessories, parts of the vehicle, registration card, fuel card, instruction/maintenance booklet, spare wheel, key, etc.
- d. *Cleaning costs*
Cleaning costs if the vehicle is returned insufficiently clean, or reconditioning costs if the vehicle has been smoked in. The reconditioning costs are €750.
- e. *Recovery costs*
Costs we incur to return the vehicle to its original condition, for example the removal of self-applied accessories and stickers, or costs resulting from careless and improper use.
- f. *Fuel costs*
(Handling) costs for filling the fuel tank if it is not fully filled.
- g. *Adblue costs*
(Handling) costs for filling the adblue tank if it is not fully filled.

9.4. Failure to return the vehicle on time

- a. Should you fail to return the vehicle on time, we are entitled to retrieve the vehicle ourselves. The costs we incur for this are for your account.
- b. We will charge your lease rate increased by 50% for the extra days. The extra days are counted until the vehicle is returned at our location.

9.5. Goods present in vehicle at return / collection

- a. It is your responsibility to return the vehicle or have the vehicle collected clean and without any goods in it. Should any goods be present in the vehicle during return or collection, we are neither responsible nor liable. We are in no way liable for any damage you may suffer as a result of goods being in the vehicle and not in your possession;
- b. You must notify us in writing within seven days of returning or collection of the vehicle which goods should be present in the vehicle, after which we will inform you whether and which goods have been found in the vehicle. Our observation of the goods is decisive in this respect.
- c. We are not obliged to store or take custody of the goods for longer than 14 days and are entitled to destroy these goods (or have them destroyed) afterwards. The costs of this may be charged to you.
- d. We are also entitled, if it concerns goods of value, to sell them and then deduct the proceeds from the outstanding items. Costs of this may be charged to you.

Article 10. Other stipulations

10.1. VAT

All amounts mentioned in the lease contract and the General Terms and Conditions are exclusive of

VAT unless otherwise stated.

10.2. Foreign-based customers

- a. If you are located abroad, we will request your VAT number so that the VAT can be transferred. Is there a permanent establishment in the Netherlands? Please inform us about this.
- b. If we are held liable by the tax authorities for payment of unpaid VAT, we have a right of recourse against you in this respect.

10.3. Signature

Where the General Terms and Conditions refer to 'signing', this may also mean digital signing or digital approval, including by email.

Section 10.4. Change of data

- a. Any changes in Chamber of Commerce details, address, telephone number, e-mail address, etc. must be reported to us within 5 working days
- b. If important correspondence regarding your lease contract does not reach you (in time) because you have not communicated changes to us, you are responsible for any consequences thereof.

10.5. Complaints

- a. Are you dissatisfied with our services? Then we kindly ask you to submit your complaint to us in writing, attn. Complaint Handling.
- b. We will try to resolve your complaint within 2 weeks. Can we not reach a solution together? Then we will submit our dispute to the competent court.

10.6. Privacy

- a. We use your personal data and company data to assess and execute your lease contract.
- b. The GPS system provides us with the following information; starting address, stop address, dates, times, route driven, acceleration, deceleration, power, speed and mileage. We use this data to assess and execute your lease contract.
- c. We do not provide personal data to third parties, unless this is required or permitted by law, for example to a collection agency or bailiff because you do not pay.
- d. The data referred to in paragraph (a) may be included in the ELENA alert system. You will be registered if you have not behaved properly and/or have not kept to the agreements.
- e. For our extensive privacy policy, please refer to our Privacy Policy.

10.7. Modification of General Terms and Conditions

- a. By signing your lease contract, you agree to this version of our General Terms and Conditions.
- b. We are entitled to unilaterally change the General Terms and Conditions. You will be notified in a timely manner. Are the changes to your disadvantage? Then you can object to the new General Terms and Conditions within 14 days. If you object within the period, the current General Terms and Conditions will remain in force on your existing lease contracts. The new General Terms and Conditions do apply to all new lease contracts. This right does not apply if the changes are prompted by laws and regulations, or if our insurer changes its terms and conditions.

10.8. Joint and several liability

If the lease contract has been signed on your behalf by several (legal) persons, all (legal) persons are jointly and severally liable for all obligations arising from the lease contract.

10.9. Transferability / Third-Party clause

- a. Lease 2.0 is entitled to transfer or pledge the (legal and/or economic) ownership of your vehicle and your lease contract to a third party. If we choose to do so, you are obliged to cooperate with a transfer or pledge. This does not affect your rights and obligations. In the event of a transfer or pledge, you retain the same conditions.
- b. You may not transfer your rights and obligations under your lease contract and the General Terms and Conditions to a third party without our prior consent.

10.10. Indemnification and Exclusion of Liability

- a. Lease 2.0 is not liable for damages and/or costs resulting from the malfunctioning, or inability to use the vehicle, such as costs incurred, loss of enjoyment, loss of time and/or additional travel and accommodation costs.
- b. You indemnify us and our employees against all claims and demands of third parties arising from or related to the use of the vehicle.
- c. You indemnify us and our employees against all claims based on violation of laws, ordinances and applicable provisions relating to the condition and use of the vehicle.
- d. In case of force majeure, we have the right to terminate the lease contract or suspend our obligations. Should this be the case, we shall not be liable for compensation.

10.11. General Exclusions

Lease 2.0 is not bound to enter into a lease if you and/or the regular driver do not meet our acceptance guidelines.

10.12. Dutch law

- a. The lease contract and these General Terms and Conditions are governed by Dutch law.
- b. Should there be any disputes that we cannot resolve together, we will submit the dispute to the District Court of Oost-Brabant.
- c. The decision of a competent court that a provision of these General Terms and Conditions is invalid shall not affect the validity or enforceability of the other provisions or rights which shall remain in full force and effect, except for the invalid or unenforceable provision or part thereof.