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## **General Provisions of Operational Leasing**

**Version 2013/01**

### Article 1. Definitions, applicability and amendment

- 1.1 In these General Provisions "Lessor" means Wittebrug Lease B.V., and "Client" means those who enter with Lessor into or have entered into one or more agreements with regard to operational leasing, of which the Master Agreement Operational Leasing inter alia, but not exclusively, forms part, and the individual operational lease agreements whether or not concluded on the basis thereof. An agreement concluded with Lessor with regard to operational leasing will be referred to as "Contract". The subject of a Contract is usually a motorised (work) vehicle, hereinafter to be referred to as "Object".
- 1.2 If two or more independent parties (legal entities and/or natural persons) can be considered to be Client to a Contract, then those parties will be jointly and severally obliged with regard to the fulfilment of the obligations ensuing from that Contract, from these General Provisions and from any appendices to them both. The singular is used in these General Provisions in relation to the word Client in the event that two or more independent parties are to be considered as referred to as Client.
- 1.3 These General Provisions form part of the Contract(s) concluded between Lessor and Client. They apply to all Lessor's offers and Contracts with Client, including the agreements concluded between Lessor and Client which in any manner are related thereto or ensue therefrom.
- 1.4 These General Provisions do not apply to rental agreements which cannot be qualified as agreements concerning operational leasing. Separate general lease terms and conditions apply to such rental agreements.
- 1.5 Derogations from these General Provisions will only be valid and applicable if those derogations have been agreed in writing between parties.
- 1.6 If any provision(s) of a Contract or of these General Provisions appear to be null and void or otherwise appear to have no binding effect, then the General Provisions will for the remainder continue to have effect and the provision(s) concerned will be replaced by one or more provisions which will approach the original contents and meaning of the provision(s) which appeared to have no binding effect as closely as possible.

### Article 2. Legal relationship

A Contract applies to provide Client with the right of use of a specified Object. Lessor remains the owner of the Object and Client is prohibited from disposing, pledging or otherwise encumbering or renting out the Object, or in any manner whatsoever giving the Object in use to third parties or from using the Object for any another purpose than that for which the Object is intended. With regard to the transferability of rights, obligations etcetera, reference is made to the provisions of article 21 of these General Provisions.

### Article 3. Duration of the Contract

- 3.1 Without prejudice to a termination before the end of term as described in article 16 of these General Provisions, the Contract will terminate after the expiry of the further (for example on the basis of article 3.3 of these General Provisions) agreed duration of contract. The duration of contract will be calculated in months from the delivery of the Object to Client, or as the case may be to the driver designated by Client, which term in these General Provisions also means the user of the Object.

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- 3.2 If prior to the expiry of the agreed duration of contract the agreed mileage is reached, the Object will continue to be available to Client for the remaining part of the agreed duration of contract without reservation, or at least if and insofar as the maximum number of kilometres to be determined by Lessor for the Object concerned has not yet been reached.
- 3.3 If during the agreed duration of contract fewer kilometres are driven with the Object than the agreed total mileage, Client can request Lessor to extend the originally agreed duration of contract. If Lessor and Client have in fact agreed an extension of the originally agreed duration of contract, the provisions of the Contract and these General Provisions, including any appendices to them both, will continue to apply in full effect for the duration of this duration of contract extension. The same applies if, for any other reason, an extension of the originally agreed duration of contract is agreed.

### Article 4. Delivery

- 4.1 At the delivery of the Object Client, or the driver designated by Client on behalf of Client, must sign a "Delivery Confirmation". At the delivery of the Object, or within a few days after this delivery information regarding the use and the maintenance of the Object, a driver manual, as well as the insurance details including the green card and the procedures to be followed will be made available. Client undertakes to follow the guidelines and conditions concerned and guarantees that the driver to be designated by Client will also follow these.
- 4.2 After the delivery of the Object the taking into use of the Object will be confirmed to Client by means of a "Confirmation of Use". The Confirmation of Use will state the latest contract details.
- 4.3 If an Object ready for delivery is not taken receipt of by Client (or as the case may be the driver designated by Client on behalf of Client), then the delivery will be deemed to have taken place at the point in time when five (5) days have passed since it was made apparent to Client that the Object concerned was ready for delivery. From that time referred to the agreed lease price will become due and payable to Lessor and Lessor will be entitled to invoice for this.
4. A statement made by Lessor of a delivery date of an Object is always solely indicative by nature, unless expressly agreed otherwise in writing. If the delivery of the Object takes place at another date or time than required by Client, or stated by Lessor, or if the Object is not available in conformity with the specifications required by Client, then Lessor will not be in default and this will not provide Client and/or any third party with any grounds, claim or entitlement to compensation, termination of Contract(s), setoff and/or suspension of any payment obligation.
5. Prior to the delivery of an Object Lessor will offer, if Client requests this, the possibility to make use of a temporary car, a "Temporary Lease Car". A separate agreement will be concluded for this purpose. The agreement with regard to a Temporary Lease Car is a lease as referred to in article 1.4 of these General Provisions to which separate general lease terms and conditions are applicable. The costs of a Temporary Lease Car (duration, kilometres) will be charged for separately by Lessor.

### Article 5. Lease price

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- 5.1 The lease price comprises of the components (costs and services) which are referred to as such in the Contract, or at least insofar as the Object is judiciously used and one has acted in accordance with the guidelines and conditions received from Lessor (see article 4.1 of these General Provisions). Prices stated by Lessor are always excluding VAT, unless expressly stated otherwise.
- 5.2 The lease price is calculated by Lessor on the basis of the details known at the relevant time and taking into consideration the agreed duration of contract in months as well as the agreed number of kilometres which are expected to be driven with the Object during the agreed duration of contract.
- 5.3 In case of more or less kilometres driven than the agreed number of kilometres which are expected to be driven with the Object during the agreed duration of contract, the Contract states an adjustment price per kilometre. At least once per year Lessor will compare the number of kilometres actually driven with the agreed number of kilometres as referred to, whereby the agreed number of kilometres is calculated pro rata of the period which must be taken into consideration for the settlement regarding more/less kilometres driven. Client is obliged to promptly provide the information requested by Lessor in this context.
4. If and insofar as the number of actually kilometres driven with the Object for whatsoever reason cannot be established on the basis of the odometer of the Object, then the missing number of kilometres will be established by Lessor on the basis of the details known to Lessor.
5. Upon the first request to that effect from Lessor Client will be obliged to pay a deposit (the "Deposit"), which forms part of the total lease price; the remaining part of the total lease price (therefore the total lease price less the Deposit) will be covered by the sum of the periodically owed lease price. The obligation of and the extent of a Deposit will be recorded in the Contract.
6. Upon the first request to that effect from Lessor Client will be obliged to furnish (additional) security, in the form required by Lessor and to the level required by Lessor, for the assurance of the fulfilment of the payment obligations existing towards Lessor.

### Article 6. Adjustment of the lease price

- 6.1 The lease price can be adjusted if, between the date of the calculation of the lease price on the one hand and the date of the delivery of the Object on the other hand, changes occur in the components of the lease price such as, for example but not exclusively:
  - a. purchase price of the Object and accessories;
  - b. interest;
  - c. insurance premium;
  - d. government levies.
- 6.2 During the (further) agreed duration of contract Lessor can adjust the lease price in the event of changes in:
  - a) the costs of insurance and/or cover of vehicle damage, statutory liability etcetera;
  - b) the costs of motor vehicle tax and government measures, also including any kilometre charge and suchlike imposed by authorities;

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- c) the Private Motor Vehicle and Motorcycle Tax (*Dutch: Belasting Personenauto's en Motorijwielen, BPM*), or as the case may be other external circumstances which (can) impact the economic risk and/or the value over time of the Object;
  - d) the specifications of the Object upon the request of Client or as a result of statutory provisions;
  - e) the costs of repair, maintenance and tires for the remainder of the (further) agreed duration of contract, if the cost-of-living index of Statistics Netherlands (*Dutch: Centraal bureau voor de Statistiek*) or cost of parts for car repairs and car parts are changed since the date of the delivery of the Object or as the case may be the last date of change, by at least 5% (five percent);
  - f) the costs of additional services.
- 6.3 The adjusted lease price will apply from the time at which the change(s) which constitute the reason for the adjustment of the lease price have occurred.
- 6.4 If the actual number of kilometres driven with the Object deviates more than 10% (ten percent) from the agreed number of kilometres which are expected to be driven with the Object during the agreed duration of contract, this calculated pro rata the period which must be taken into consideration, then Lessor will have the right to adjust the lease price and, if necessary, also the duration of contract to represent the actual use. The adjusted lease price will apply from the delivery of the Object and will be setoff against amounts charged earlier. The exercise of this right does not provide Client with any ground for setting aside or otherwise termination of the Contract; Client will be obliged to accept the adjusted lease price and/or adjusted duration of contract.

### Article 7. Payments to Lessor

- 7.1 Client must always pay the amounts due to Lessor including turnover tax in a timely manner, namely:
- a) the Deposit, promptly upon request from Lessor for the payment of a Deposit;
  - b) the periodically owed lease price, which is due through advance payment, each time on the first working day of the period concerned, usually being a calendar month; if it concerns only a part of a period then the lease price will be owed proportionally;
  - c) other amounts due, related to the Contract and/or the Object, immediately after invoicing thereof.
- 7.2 By signing a mandate form Client authorises Lessor to collect from Client's account number all amounts owed to Lessor with regard to these General Provisions and/or Contracts concluded on the basis of this Master Agreement. Client and Lessor agree that the amount owed will be stated in the invoice to be sent by Lessor to Client. Client and Lessor agree that the collection of the invoice amount will take place on the first following collection date after the invoice date as stated in the invoice. The collection dates applied by Lessor will be stated in the invoice.
- 7.3 Untimely payment or partial payment of an amount owed by Client to Lessor will immediately result in the arising of default on the part of Client, as the applicable payment terms apply as final deadlines.
- 7.4 In case of untimely payment and/or partial payment of an amount owed by Client to Lessor, Lessor will be entitled to charge interest to Client over the outstanding

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amount of one and a half times the statutory interest, this with a minimum of EUR 100.-, per separate outstanding payment. Furthermore, all extrajudicial costs which Lessor must incur for collection of the amount owed to Lessor will be on the account of Client, also with a minimum of EUR 100.- per separate outstanding payment.

- 7.5 Client is not entitled to suspension of Client's payment obligations towards Lessor. Client is also not entitled to setoff of (a part of) Client's payment obligations towards Lessor against any (alleged) claim of Client against Lessor. Client will not be entitled to apply any reduction to Client's payment obligations towards Lessor.
- 7.6 The fact that the Object for whatsoever reason can (temporarily) not be used, will not have impact on the payment obligations of Client towards Lessor, unless Lessor has informed Client in writing that Client may suspend the fulfilment of the payment obligation. The lack of usability and/or defectiveness of the Object does not result in any obligation of Lessor for compensation of costs and/or damage, also not with regard to consequential loss. Lessor will offer Client, during Client's contact with the manufacturer and/or importer and/or supplier, all assistance reasonably required from Lessor in order to remedy the lack of usability and/or defectiveness of the Object.

### Article 8. Costs not included in the lease price

In addition to the lease price all costs are on the account of Client which are related to the use and the possession of the Object, but not expressly stated as being included in the lease price and not covered under the insurance taken out for the purpose of the Object, also included, but not exclusively, are:

- a) washing, polishing, external and internal cleaning of the Object, as well as garage, parking charges and tolls;
- b) repairs of all that which does not form part of the execution in which the Object is leased;
- c) direct as well as indirect costs which are the result of careless management or incorrect use of the Object (see also article 4.1 of these General Provisions);
- d) replacement or repair of tires (with settlement of the remaining profile) for whatsoever reason (including chassis breakage and collision), excluding usual wear and tear;
- e) repairs and replacement parts which are not a result of usual wear and tear and/or mechanical failures or which are caused through negligence or careless use;
- f) addition of accessories which have become necessary on the basis of statutory regulations;
- g) the cutting of new keys and the replacement of the vehicle registration certificate with a minimum of €110.- for the vehicle registration certificate;
- h) the keeping up-to-date of all navigation systems;
- i) the keeping filled of oil and/or other liquids.

### Article 9. Replacement object

- 9.1 If a repair of the Object takes longer than 24 hours, not calculating Saturday, Sunday and Public Holidays, then Lessor will if required make a replacement object of a similar brand and type as the Object available to Client as soon as possible for the period during which the Object cannot be used. The provisions of

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- the Contract and these General Provisions will remain applicable in full, also with regard to the replacement object.
- 9.2 If the possibility of the making available of a replacement object does not form part of the Contract, then the costs of a replacement object accepted into use by Client will be charged separately. Client will be obliged to pay these costs immediately.
3. If the possibility of the making available of a replacement object does form part of the Contract, then the kilometres driven with the replacement object will be included in the agreed number of kilometres.
- 9.4 If the cost trend with regard to the Object makes this necessary then Lessor will be entitled to replace the Object for the remainder of the (further) agreed duration of contract by an object of the same or virtually same brand and type as the Object. All this will take place in consultation with Client.
- 9.5 Subclauses 9.2 and 9.3 of these General Provisions relate to the making available of a replacement object within the Netherlands. If the making available of a replacement object is required abroad, then, unless expressly agreed otherwise in writing, the costs of the replacement object accepted by Client will be charged on to Client. Client will be obliged to pay these costs immediately.

### Article 10. Emergency service

- 10.1 Unless this is excluded from the Contract, Client can, or as the case may be the driver designated by Client can, in the Netherlands as well as abroad call on an emergency service in case of emergencies and/or breakdown with regard of the Object.
- 10.2 Detailed information with regard to these emergency services and instructions on how to act in case of emergencies and/or breakdown with regard to the Object is stated in the instruction manual to be provided during the delivery of the Object.
- 10.3 The costs incurred through the emergency service of necessary repairs, repair of damage etcetera will be on the account of Lessor, or at least if and insofar as all this falls within the scope of the Contract.

### Article 11. Fuel management

- 11.1 The headings 'fuel and 'fuel management' also include, but not exclusively; petrol, diesel, natural gas, hydrogen etcetera. If a Contract also comprises of fuel management and therefore there is also a fuel costs component owed separately from the lease price, then in addition to the other provisions of these General Provisions which will remain applicable in full, the provisions of this article will apply.
- 11.2 Lessor will in that case enable Client, or as the case may be the driver designated by Client, to tank for the purpose of the Object fuel and purchased oil products on the account of Lessor through one or more identification passes to be provided by Lessor to Client.
- 11.3 At the same time as the lease price periodically owed for the Object, the following will be charged to Client by means of advance payment, the level of which advance payment will be stated by Lessor to Client (excluding VAT):
- a. the payment for fuel management (to cover costs of management, administration, reporting etcetera) over the period concerned;

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- b. the estimated costs of fuel consumption over the period concerned, which costs are estimated by Lessor on the basis of (i) the average fuel consumption of the Object, (ii) the fuel guide price, and (iii) the number of kilometres over the period concerned, calculated on the basis of the agreed number of kilometres which is expected to be driven with the Object during the agreed duration of contract. The advance payment amount of these cost items can be unilaterally adjusted by Lessor if changes occur to relevant factors, such as fuel price, the consumption etcetera.
- 11.4 The average fuel consumption of the Object is determined on the basis of the standard consumption stated by the manufacturer and/or importer of the Object in combination with empirical figures of Lessor. The standard use for LPG is recorded as higher than that for petrol.
- 11.5 Client, or as the case may be the driver designated by Client, is obliged to ensure that the correct odometer reading of the Object is stated each time when fuel is tanked.
- 11.6 In the event that the actual fuel consumption, measured on the basis of the use over a period of three months, deviates by 10% or more from the estimated costs of the fuel consumption over the period concerned, Lessor will have the right to, in the interim and with immediate effect, adjust the advance payment referred to in article 11.3 of these General Provisions, with immediate setoff against the balance over the period of three months referred to. The exercising of this right by Lessor does not give Client any grounds for setting aside or otherwise termination of the Contract; Client will be obliged to accept the adjusted level of advance payment.
- 11.7 In the context of the agreed fuel management one can only tank fuel and proceed with the purchase of oil products by using the identification pass. Only in the event of force majeure, for example in case of the identification pass becoming defect, can the costs concerned, which have been paid in a manner other than that of by making use of the identification pass, be invoiced through the website of Lessor or of the fuel supplier. Lessor must approve the invoice(s) concerned, whereby the type of identification pass (whether or not DKV) will be taken into consideration. Lessor undertakes to pay the correctly and fully filled in, and approved by Lessor, invoices directly to the entitled party, if possible within eight days from receipt. Lessor can under no circumstances be obliged to payment of more than the amounts which correspond to the amounts invoiced by the fuel supplier to Lessor.
- 11.8 The identification pass(es) provided to Client remain the property of Lessor. After termination of a Contract including fuel management, or if only fuel management is terminated under a Contract, all identification passes provided by Lessor under that Contract must be promptly returned to Lessor.
- 11.9 Client indemnifies Lessor in the matter of all damage, costs, and other consequences of a financial nature, which ensue from the misuse of the identification passes provided by Lessor. Fuel which has been tanked and/or oil products which have been purchased through the use of the aforesaid identification passes whilst no approval from Client existed for that tanking and/or that purchase will be on the account of Client. In the event of loss or theft of one or more identification passes Client must inform Lessor of this by telephone within 24 hours from the discovery of the loss or the theft, and Client must immediately

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- confirm this reporting by telephone in writing to Lessor. Client is also obliged to expeditiously report the loss or the theft to the police in this regard.
- 11.10 Upon request from Client, Lessor will provide to Client one or more new identification pass(es) to replace the lost or stolen identification pass(es), unless Lessor is of the opinion that the loss or the theft is the result of intent, gross negligence, carelessness or misuse on the part of Client. Lessor will arrange the replacement of the identification pass(es) concerned and will recover the costs of this replacement from Client. If Client, or the driver designated by Client, at any time regains the possession of an identification pass which had earlier been reported by Client as lost or stolen, then this identification pass will not be made use of and will immediately be sent to Lessor.
- 11.11 Prior to proceeding with the return sending of one or more identification passes on the basis of the provisions of article 11.8 or article 11.10 of these General Provisions, or as the case may be otherwise, Client must cut off a corner from the identification pass(es) concerned so that the magnetic strip of the identification pass(es) is severed.
- 11.12 Fuel which is tanked in a replacement object made available by or on behalf of Lessor will be deemed to have been tanked in the Object, provided that this is known to Lessor.
- 11.13 If Client requests this then Lessor will periodically give account with regard to the advance payments and costs related to the fuel management.
- 11.14 Settlement of advance payments and costs will take place at least once per quarter. Settlement of advance payments and costs will also take place at the termination of a Contract which includes fuel management, or as the case may be if only the fuel management is terminated under a Contract.

### Article 12. Use of the Object

- 12.1 Client, as well as anyone else who is entitled to the use of the Object, will use the Object in accordance with the purpose thereof, this with due regard to the performance, characteristics and qualities of the Object. Client, as well as anyone else who is entitled to the use of the Object, must use the Object, and more generally act with regard to the Object, in conformity with that which can be expected from a reasonably acting person according to generally prevailing opinion, and must ensure that the Object is always in a good and clean condition.
- 12.2 The Object may only be used by competent drivers who are in the possession of a driving licence valid in the Netherlands and who are employed by Client. Apart from Client and the driver designated by Client, family members and life partners of that driver are also entitled to use the Object, unless stated otherwise by Client.
- 12.3 The Object may not be used for giving driving lessons, endurance races and reliability trials, transport of hazardous substances and/or use in an area for which no insurance cover exists.
- 12.4 It is not permitted to provide (have provided) the Object, on one's own account, with extra accessories, or at least insofar as Lessor, prior to the attachment thereof, has declared in writing to agree thereto. Removal of accessories attached on one's own account is exclusively permitted if through or as a result of the removal no damage will arise to the interior or exterior of the Object. Removal of accessories attached on one's own account is never permitted if this would result

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- in depreciation of the Object. The ownership of the accessories attached on one's own account which are not removed will transfer to Lessor without financial consideration.
5. It is permitted to provide (have provided) the Object on one's own account with advertising statements and/or equipment for the purpose of business operations by Client, or at least insofar as Lessor, prior to the attachment thereof, has declared agreement thereto in writing. Upon termination of the Contract the Object must be returned in the original condition; the costs attached to bringing the Object back to its original condition will be on the account of Client.
- 12.6 It is permitted to increase (have increased) the capacity of the Object, provided that this takes place in a legal manner such as by means of 'chip tuning', or at least insofar as Lessor, prior to the attachment thereof, has declared agreement thereto in writing. Any financial consequences attached to the making use of this possibility, regardless of whether those consequences are of a fiscal nature (for example because the larger capacity results in the applicability of a higher tax table) or of another nature, will if necessary with retroactive effect, be on the account and risk of Client on the basis of the provisions of article 6.2 and article 6.3 of these General Provisions.
- 12.7 If a traffic offence is committed with the Object, Client undertakes - in conformity with the applicable regulations, including the Road Traffic Act(*Dutch:Wegenverkeerswet*) - to inform Lessor and the police within 14 days from the traffic offence concerned of the name and the full address of the driver at the time of the committing of the traffic offence. If an offence is committed with the Object, for example driving off after a collision, Client undertakes - in conformity with the applicable regulations, including the Road Traffic Act(*Dutch:Wegenverkeerswet*) - to inform Lessor and the police within 48 hours from the offence concerned of the name and the full address of the driver at the time of the committing of the offence.
- 12.8 All charges, sanctions, fines and/or costs with regard to or related to (the use of) the Object that are imposed and/or are to be imposed by authorities, are imposed and/or are to be imposed on Client or anyone else who uses (has used) the Object, will be on the account of Client. Client indemnifies Lessor in the matter of all claims on the basis of breaches of the law, regulations and otherwise applicable provisions with are related to the condition and/or the use of the Object. If Lessor is nevertheless addressed regarding this matter, then Lessor will charge the costs attached thereto plus a surcharge for administrative costs to Client.
- 12.9 In the event that repeated breaches and/or offences are committed with the Object Lessor will be entitled to terminate the Contract with immediate effect. In that case Client will owe a financial penalty to Lessor as stated in article 16.4 of these General Provisions.
- 12.10 Client declares to be aware that the police can seize the Object in case serious exceeding of the maximum speed applicable at the location or on other grounds. If the Object is seized then all costs, including legal costs to acquire the return of the Object, will be on the account of Client. In the event of confiscation of the Object by the court Client will be obliged to indemnify Lessor.
- 12.11 If Client for whatsoever reason is not (no longer) deemed to be a private motor vehicle and motorcycle tax return entitled entrepreneur as referred to in Section 15b Private Motor Vehicle and Motorcycle Tax Act(*Dutch:Wet BPM*), then all

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financial risks and consequences which ensue from this or may ensue from this, inter alia with regard to the private motor vehicle and motorcycle tax and fiscal financial penalties, will be entirely on the account of Client.

### Article 13. Maintenance and repairs of the Object, Winter Tires

- 13.1 Client undertakes to conduct (have conducted) maintenance of the Object in accordance with the maintenance schedule of the manufacturer and/or the importer and/or the supplier of the Object. Repairs and/or services of the Object must be executed by an official brand dealer of the Object concerned, this in conformity with the provisions as stated in the documents to be provided at the delivery of the Object as referred to in article 4.1 of these General Provisions. One can proceed with the execution of repairs and/or services of the Object by a universal garage on the regulation or instructions of Lessor.
- 13.2 Lessor is at all times entitled to conduct an inspection of the condition the Object is in. Client or the driver designated by Client is obliged to provide cooperation to such an inspection.
- 13.3 Client or the driver designated by Client will check at least weekly the level of the oil, cooling and brake fluids of the Object as well as the tire pressure of the Object, and if necessary increase the level, all this in conformity with the manual with regard to the Object.
- 13.4 Client must enter into consultation (by telephone) with Lessor prior to repairs and/or services abroad. Client will pay at first instance for the costs attached to these repairs and/or services. If and insofar costs, approved in writing in advance by Lessor, have been paid by Client, then these costs will, after the submission of the relevant invoices and receipts, be settled by Lessor with Client.
- 13.5 Any defect of the odometer of the Object must be reported by telephone by Client to Lessor within 24 hours from the discovery of the defect, following which the reporting by telephone must immediately be confirmed in writing by Client to Lessor. The number of kilometres driven during the period in which the odometer was defective will be estimated in mutual consultation.
- 13.6 Lessor has a scheme for winter tires. This scheme can be used by Contract if required, but only for tires with a tire size up to and including seventeen inches (17") and if the total mileage agreed in the Contract concerned amounts to at least 60,000 kilometres.
- 13.7 The brand and the supplier of the winter tires will be exclusively determined by Lessor, after Client has made it known that it wishes to make use of the winter tires scheme. Lessor may determine that used tires are made use of in the event of the execution of this scheme.

### Article 14. Damage, theft and insurance

- 14.1 Client will be obliged, in the event of theft or damage, suffered by or caused with the Object, to immediately inform Lessor by telephone and thereupon also within 48 hours by means of a fully filled-in agreed statement of facts in a motor vehicle accident claim form. Furthermore, Client must as soon as possible submit to Lessor statements from witnesses which relate to the incident.
- 14.2 In the event of theft, vandalism and/or attempts at forced entry the fixed driver of the Object must always have an official report and/or police report drawn up and must within 48 hours make all keys, documents and removable parts of audio,

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- security and communication equipment for the limitation of forced entry and loss through theft related to the Object available to Lessor. Client will be liable for the consequences of the late or incomplete taking of the actions referred to by the fixed driver of the Object.
- 14.3 Client is obliged to strictly follow the instructions from Lessor with regard to the repair of the damage.
- 14.4 In the event of damage Client will owe the amount of the excess which under the policy conditions is not borne by the insurer referred to in the Contract, or a further agreed or established amount, unless the damage can be recovered in full from a third party. For drivers younger than 24 years a higher amount of the excess, which under the policy conditions is not borne by the insurer, applies: namely a surcharge of EUR 65.- to the amount of the excess which under the policy conditions is not borne by the insurer referred to in the Contract or a further agreed or recorded amount. If the Object is fitted with an alarm or with a tracking system, then in case of theft the amount of the excess which under the policy conditions is not borne by the insurer will not apply.
- 14.5 If the claims history of the Client, or the driver designated by Client, gives cause thereto and/or the insurance company decides or instructs this, then the insurance company and/or Lessor can unilaterally increase the insurance premium and/or the amount of the excess which under the policy conditions is not borne by the insurer. Such an increase will be of immediate effect after notice in writing.
- 14.6 Damage or loss of personal property, i.e. property not belonging to Lessor, which was situated in the Object, will not be on the account of Lessor but will remain on the account of Client or the driver designated by Client, unless this damage is compensated by third parties. If and insofar as personal property as referred to, which is situated in the Object, is covered by the insurance of Lessor, which is evident from a confirmation in writing at the commencement of the insurance cover, then Client will be obliged, at the same time as reporting the damage, to make the original purchase invoices of the insured items available to Lessor. A depreciation of 1.5% (one and a half percent) per month applies to audio and navigation equipment.
- 14.7 The definitive loss through theft of the Object does not automatically terminate the Contract. Also, if the Object has incurred such (collision) damage or arisen damage that, in the opinion of the insurance company (companies) involved, any engaged loss adjuster(s) and/or Lessor repair is not possible from an economical or technical point of view, or is considered inopportune, the Contract will not terminate automatically. In these events Lessor will, after consultation with Client, replace the Object with a new object of similar brand and type as the Object, or as the case may be conclude a new Contract.
- Article 15. Leasing exclusive insurance through Lessor
- 15.1 If a Contract does not also include insurance(s) offered by Lessor, then in addition to the other provisions of these General Provisions, which remain fully applicable, the provisions of this article will apply.
- 15.2 Client is obliged to insure and keep insured the Object with an insurance company of a good name and reputation against Hull insurance(*Dutch: Casco verzekering*) and Third Party Liability(*Dutch: Wettelijke Aansprakelijkheid*) risks with regard to the Object.

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- 15.3 In the event that Client personally insures the Object, Client will receive the appendix entitled "**Appendix Exclusive Insurance and Deed of Pledge M.O.**"(Dutch:Bijlage Exclusief Assurantie tevens Akte van Verpanding M.O.). All the provisions thereof are applicable between Lessor and Client, this in addition to the provisions of the Contract, which remain fully applicable, these General Provisions and any appendices to all this.
- 15.4 Furthermore, Client will receive for each Contract the document "**Contract Appendix Exclusive Insurance and Deed of Pledge**"(Dutch:Contractbijlage Exclusief Assurantie en Akte van Verpanding). Client must fill in this document correctly and fully and return this to Lessor after authorised undersigning. In the absence of receipt in return of this filled in and undersigned document Lessor will not be obliged to order the Object of the Contract concerned and Lessor will not proceed with this order.
- 15.5 Client will arrange registration of the Object with the chosen insurance company at the commencement of the agreed duration of contract. The delivery of the Object will only take place after this registration. Evidence in writing of this registration must be sent in a timely manner to Lessor.

### Article 16. Termination before the end of term

- 16.1 Client can terminate the Contract prior to the expiry of the (further) agreed duration of contract, but only subject to the cumulative conditions (i) that Client has made this known to Lessor in writing two months prior to the required termination date, and (ii) that Client reimbursed Lessor for all costs, damage, interest and another financial disadvantages incurred by Lessor as a result of the premature termination.
- 16.2 The level of the financial penalty to be paid to Lessor, in addition to the costs as referred to in article 16.1, will be set at the difference between on the one hand the book value, calculated in the annuity manner, of the Object, and on the other hand the market value, or as the case may be the proceeds of sale of the Object.
- 16.3 Lessor can declare a Contract terminated by registered letter or by bailiff's notification and take (have given) possession again of the Object, inter alia if:
- a) Client is in default, or as a result of a notice of default becomes in default, whilst Client in spite of that notice of default remains in default of obligations towards Lessor.
  - b) Client applies for moratorium, offers an amicable or court composition, petitions for bankruptcy, or is declared insolvent, establishes abroad, sells, ceases, liquidates or otherwise loses control over its company,
  - c) prejudgement attachment or attachment under a warrant of execution is levied against a part of the assets of Client or the Object, as well as in the event of fiscal or judicial attachment against Client or the Object;
  - d) no, or insufficient, (insurance) cover of Third Party Liability(Dutch:Wettelijke Aansprakelijkheid) and Hull Insurance(Dutch:Casco Verzekering) vehicle damage subject to usual terms and conditions can be acquired for the Object, as a result of an extreme claims history;
  - e) circumstances occur which endanger the means of recovery of Lessor with regard to Client;
  - f) it appears that Client at the entering into of the Contract stated inaccurate or

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incomplete relevant details, or did not disclose relevant facts and/or circumstances, whilst it must have been reasonably clear that the inaccurate, incomplete or not disclosed details, facts and/or circumstances were of such importance that Lessor would not have entered into the Contract, or not subject to the same conditions, if Lessor had been aware of the accurate and complete state of affairs;

g) the Object is claimed by authorities.

16.4 In the event of termination of a Contract by Lessor, Client will be obliged to fully indemnify Lessor, whereby as starting point applies that Client must pay to Lessor all still remaining lease instalments after deduction of the motor vehicle tax(*Dutch: Motorrijtuigenbelasting*) and insurance premium components. If the actual damage on the part of Lessor amounts to less than the amount calculated on the basis of this starting point, then Client will be obliged to compensation of the full damage whereby, as financial penalty owed due to premature termination, a fixed minimum applies of 25% (twenty five percent) of all still remaining lease instalments after deduction of the motor vehicle tax and insurance premium components are retained. In the event of termination on the basis of one or more of the circumstances referred to in article 16.3 of these General Provisions, Lessor will also have the right to compensation of all further arisen costs, damage, interest and other financial disadvantages, including the costs attached to legal and other assistance resulting from the termination.

### Article 17. Attachment and measures by third parties

If one or more third parties (want to) enforce (have enforced) rights with regard to the Object or take (have taken) measures, then Client or the driver designated by Client, must forthwith show evidence to the third party/third parties that neither Client nor the driver designated by Client is owner of the Object, but that Lessor is indeed the owner. If the Object ends up beyond the control of Client or the driver designated by Client then Lessor will be immediately informed of this in writing by Client. Lessor is at all times entitled to personally take measures deemed necessary for the protection of the rights and interests of Lessor. Client hereby authorises Lessor to potentially take such measures in the name of Client. The costs of the measures to be taken will be on the account of Client.

### Article 18. Receipt of the Object and final account

18.1 In case of termination of the Contract Client will deliver the Object in good condition to the address of Lessor or to another agreed location. A "Receipt Confirmation" will be drawn up thereby by an independent party which will state among other things the odometer reading and the condition of the Object in which it is at the time of the receipt. Client must then also deliver: the keys plus the reserve keys, the entire vehicle registration certificate, the insurance certificate, the identification pass, the other documents including any codes and all accessories which are included in the lease price.

18.2 For the removal of accessories which have been attached on the account of Client, or the driver designated by Client, reference is made to that which is recorded in article 12.4 of these General Provisions.

18.3 Lessor is entitled to charge on to Client the costs of repair and depreciation of the Object which has arisen through damage which was not reported and/or careless

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- management. Also, the costs as a result of loss or untimely return to Lessor of documents and accessories will be on the account of Client.
- 18.4 If Client at the end of the (further) agreed duration of contract is unwilling to deliver the Object together with all accessories, then Lessor will have the right to cease the provision of service and claim the Object. Client is obliged to compensate Lessor for all costs and damage arisen as a result of untimely delivery. No power to suspend accrues to Client with regard to the delivery of the Object and accessories.
- 18.5 Under no circumstance whatsoever does a right of retention accrue to Client with regard to the Object, regardless of any claim invoked by Client.
- 18.6 Without prejudice to the provisions of article 5.3 and article 6.4 of these General Provisions, in case of termination of a Contract, settlement will take place of the fewer or more kilometres driven, this with setoff against the earlier fewer or more kilometres driven, at the transfer price referred to in the Contract. Any kilometres driven with a replacement object will be added to the number of kilometres driven with the Object. Fewer or more kilometres driven means the positive or negative difference between the actual kilometres driven with the Object on the one hand and the agreed number of kilometres which were expected to have been driven with the Object during the agreed duration of contract on the other hand.

### Article 19. Option to purchase

- 19.1 If and insofar as stated in the Contract, Client has a preferential right of purchase with regard to the Object. If Client wishes to make use of this right Client will make this known to Lessor at least two months prior to the end of the (further) agreed duration of contract. Lessor will in that case state at which price and under which conditions Client wishes to make use of the right referred to.
- 19.2 If the Contract states an "Option to Purchase Price" then this will concern the amount which applies as price of the Object which is applicable at the time of the regular termination of the Contract, i.e. the termination of the Contract after expiry of the (further) agreed duration of contract and use of the Object for the agreed number of kilometres which were expected to have been driven with the Object during the agreed duration of contract.
- 19.3 If Client has not paid the purchase price of the Object to Lessor no later than on the fifth day after the termination of contract, the preferential right of purchase will lapse.
4. The ownership of the Object will not transfer earlier to Client than after Client has completely fulfilled all obligations vested in Client pursuant to the Contract, these General Provisions, (the exercise of) the preferential right of purchase and the other obligations agreed between Lessor and Client.
5. Regardless of whether Client makes use of the preferential right of purchase, Lessor will until the end of the (further) agreed duration of contract make endeavours for (i) an efficient utilisation of the Object, and (ii) the maintaining (having maintained) of the Object in a reliable and safe condition. Lessor will not be obliged to incur costs for the purpose of the use of the Object after the (further) agreed duration of contract.

### Article 20. Liability

- 20.1 Lessor will not be liable and therefore never obliged to compensation of any damage which Client or third parties (allegedly) suffer, will suffer or have suffered

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- related to having the availability of and/or the use of Object. The provisions of the previous sentence do not apply if the damage to be compensated has arisen through intent or gross negligence on the part of Lessor.
- 20.2 With regard to the absence of liability of Lessor in case of lack of usability and/or defectiveness of the Object, reference is made to article 7.6 of these General Provisions.
- 20.3 Lessor will never be obliged to compensation of (allegedly) suffered, or to be suffered, consequential loss, including also but not exclusively trading loss, business interruption loss, and loss of income.
- 20.4 Client indemnifies Lessor against all possible damage claims of third parties.
- 20.5 Client will be liable for the financial consequences of (inter alia):
- a. not following the guidelines and conditions for use and maintenance of the Object, the insurance conditions and the procedures prescribed by Lessor;
  - b. untimely payment of taxes and premiums, including insurance premiums, except for if and insofar as these are included in the lease price;
  - c. breaches of traffic rules and laws.
- 20.6 Lessor does not accept any liability whatsoever for damage, in whatsoever form, concerning the consequences of mounting a LPG installation in the Object.

### Article 21. Transferability

- 21.1 If Client wishes to transfer Client's powers, rights, privileges, obligations and actions ensuing from a Contract, whether or not partially, to a third party, then the prior concurrence in writing from Lessor will be required. Lessor has the right to attach further conditions to the required concurrence.
2. Lessor is entitled to transfer, or as the case may be pledge, all claims, powers, rights, privileges, obligations and actions ensuing from and related to the Contract, whether or not partially, to one or more third parties. Client hereby states that Client will cooperate to such a transfer or pledge as well as to the exercising by the third party/third parties of the pledged rights, claims etcetera transferred to the third party/third parties.

### Article 22. Force majeure

If Lessor as a result of force majeure is prevented from fulfilling in a timely manner, correctly and/or fully one or more obligations vested in Lessor under a Contract, the Lessor will be entitled to declare the Contract terminated by registered letter or bailiff's notification, or to suspend the fulfilment of the obligations under the Contract, until the force majeure situation has ceased to exist, without Lessor being held to compensation towards Client or any third party/third parties. Force majeure exists if the untimely, incorrect and/or incomplete fulfilment cannot be attributed to Lessor's fault, or is not on the account of Lessor pursuant to the law, legal act or generally prevailing opinion. Force majeure within the meaning of this article includes among other things but not exclusively the untimely or incomplete delivery to Lessor by the manufacturer / importer / supplier / user, obstructive government measures, job strike(s), lack of staff, damage of the Object, circumstances beyond the control of Lessor.

### Article 23. Data and amendments of data

- 23.1 Lessor may, unless expressly agreed otherwise with Client, consider the data with

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- regard to Client that are included in the Trading Registry of the Dutch Chamber of Commerce as accurate and up-to-date data and therefore take these as starting point.
- 23.2 Client must inform Lessor in writing of any changes in visiting, and/or postal and/or invoice and/or email address(s) at least 30 days prior to the change(s) concerned. The same applies to changes of the address(e) and driver(s) of the Object.
- 23.3 Client must inform Lessor in writing of changes in the composition of the operational management / board of the Client immediately after the taking effect of those changes.
- 23.4 If and insofar as the failure to comply with the provisions of subclauses 23.1 and/or 23.2 of these General Provisions results in damage and/or costs on the part of Lessor, Client will be obliged to compensation of that damage and/or costs of Lessor.

### Article 24. Exercising of rights and entitlements

If Lessor for whatsoever reason choses to not, only partially, or later, to exercise a right or entitlement accruing to Lessor, then this will not apply as the waiver of the right or entitlement concerned and this will not exclude that in a following (similar) same situation Lessor can immediately and fully proceed with exercising that right or that entitlement.

### Article 25. Personal Data

Lessor retains the right, with concurrence from Client, to process, store, save and use all personal data which Client provides to Lessor, all this inter alia for the purpose of a proper provision of service by Lessor. Client also agrees to the personal data concerned being used for marketing activities, product information and other commercial purposes within the scope of the legislation and regulations applicable thereto. Client has the entitlement to access and correct the data concerning Client which is in the possession of Lessor.

### Article 26. Applicable law, court of competent jurisdiction

- 26.1 The law of the Netherlands exclusively applies to the legal relationship between Lessor and Client.
- 26.2 Any disputes between Lessor and Client which ensue from or are related to a Contract, these General Provisions and/or any appendix to them both will be adjudicated by the court of competent jurisdiction within whose territorial jurisdiction the place of business under the articles of association of Lessor is situated.

These General Provisions are filed with the Dutch Chamber of Commerce in The Hague.