



PROLEASE

**YOUR RIDE
IS OUR DRIVE.**



GENERAL TERMS AND CONDITIONS
PROLEASE B.V. 2017-01

GENERAL TERMS AND CONDITIONS OF PROLEASE B.V.

DEFINITIONS

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|-----------------------------|--|
| Object: | The vehicle made available to the Client by virtue of the Lease or Rental Contract. |
| Fuel Card: | The payment Card, made available to the Client by ProLease, for the purchase of fuel, electricity, lubricants and any other products and services. |
| Driver: | The natural person who will drive the Object within the meaning of Article 1.1n of the Road Traffic Act. |
| Greenbox: | A (afterwards) built-in on-board computer into the Object, which receives information from the Object. |
| Client: | The natural person or legal entity, referred to in the Master Agreement, with whom ProLease will conclude one or more Lease- and or Rental Contracts. |
| Electric Vehicle: | An Object that is partially or fully electrically driven. |
| Rental Contract: | The rental agreement. |
| Kilometres per Year: | The number of kilometres, agreed by ProLease and the Client, which the Object will drive on an annual basis. |
| Lease Contract: | The Lease- or Shortlease agreement on the basis of which ProLease makes an Object, ordered at ProLease, available to the Client. |
| Lease Price: | The monthly lease- or rental amount agreed between ProLease and the Client. |
| Quotation: | A quotation is a formal offer for entering an agreement, drawn up upon the request of a (potential) client. |
| ProLease: | The private limited company ProLease B.V. with its registered office in 's-Hertogenbosch, The Netherlands, also trading under the name of ProLease.nl. |
| Delivery date: | The date on which the Object is delivered to the Client. |

- Term:** The duration of the Lease- or Rental Contract as agreed by ProLease and the Client.
- Master Agreement:** The agreement concluded between ProLease and the Client, on the basis of which ProLease and the Client will conclude Lease Contracts.
- Maximum number of kilometres:** The maximum number of kilometres that can be driven with the Object, as set out in the Lease Contract.
- Rates table:** The table which indicates costs that could be charged to the Client.
- Replacement Object:** An Object made available to the Client by or via ProLease, which serves to replace the Object as stipulated in these General Terms and Conditions.

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GENERAL PROVISIONS

ARTICLE 1.

APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

- 1.1 These General Terms and Conditions apply to and form an integral part of all Master Agreements, Lease Contracts, Rental Contracts and Quotations from ProLease. These General Terms and Conditions are available for inspection at ProLease and are made available to the Client on demand, free of charge.
- 1.2 The Client can only invoke these General Terms and Conditions, the Master Agreement, the Lease Contract, the Rental Contract, the quotations and/or additional agreements if they have been explicitly documented in writing by the parties or if they have been explicitly accepted by ProLease in writing.
- 1.3 By signing the Master Agreement, Lease Contract or Rental contract, the Client declares:
 - a. that the details given in the Master Agreement, Lease Contract or Rental Contract are correct and complete.
 - b. that he acknowledges that ProLease is the legal, fiscal and economic owner of the Object and that the Object must be returned to ProLease at the end of the Term.
 - c. that he agrees with the applicability of these General Terms and Conditions to the Master Agreement, Lease Contract, Rental Contract, the Quotations and/or other agreements between him and ProLease.
 - d. that he cannot invoke his own General Terms and Conditions.

ARTICLE 2.

MASTER AGREEMENT AND LEASE CONTRACT

- 2.1 In first instance, the Client concludes a Master Agreement for himself, but he may also conclude it for companies affiliated with him. If a Master Agreement also applies to affiliated companies, these companies are stated in a signed supplement to the Master Agreement.
- 2.2 The Lease Contract commences the moment the appropriately authorised representative signs it. The Term given in the Lease Contract starts on the Delivery Date.
- 2.3 When the object is received by the Driver, this will take place on behalf of and as a legal representative of the Client. This is the moment of the Delivery Date.
- 2.4 The obligation to pay the Lease instalments and fuel advance payments due starts on the Delivery Date, in accordance with the payment obligations set out in article 17.
- 2.5 Agreements can be concluded electronically if and insofar as ProLease has authorised the Client to use the appropriate application. An Order placed via the application is regarded as having been received by ProLease on the date and time that the Order has reached the computer system of ProLease, after which the Order to ProLease can no longer be withdrawn. ProLease has to approve the Order before it can be processed.
- 2.6 If the Client instructs ProLease to order one or more Objects and subsequently fails to take delivery of them, the Client is obliged to reimburse ProLease for any resulting damage or loss.

ARTICLE 3. LEASEPRICE AND PRICE ADJUSTMENTS

- 3.1** The Lease Price only includes the cost components that have been declared applicable as such in the Lease Contract and/or the Master Agreement. Insofar as applicable, the cost components will be subject to VAT.
- 3.2** ProLease calculates the Lease Price on the basis of the information known at that time, taking into account the Term and Kilometres per Year to be driven with the Object and taking into account normal use of the Object, depending on the nature and destination.
- 3.3** The Lease Price calculated by ProLease before the Delivery Date is conditional and can be reviewed by ProLease on the basis of the final cost price of the Object as at the Delivery Date.
- 3.4** The Lease Contract states the set-off price for extra and fewer kilometres driven. The set-off extra or fewer kilometres driven will take place in accordance with Article 15.
- 3.5** In order to calculate the Lease Price for a part of a month, the number of days for a calendar month is set at the actual days in that concerning month.
- 3.6** ProLease is entitled to adjust the Lease Price in the event of:
- a.** changes to the premium or costs of the third-party cover and/or the bodywork cover and/or supplementary insurance and/or the breakdown service;
 - b.** an increase in the costs of repairs, maintenance and tyres of more than 5 (five) % since the commencement date of the Lease Contract or the previous review date, for the surplus of the 5 (five) % increase. When calculating the adjustment, the Statistics Netherlands index figure "Maintenance and repairs passenger Objects" will be assumed;
 - c.** changes to the interest rate of more than 0.25% and the user right of the Object incepting 2 (two) months later or more than 2 months later than the calculation date given in the Lease Contract;
 - d.** changes to the costs of roadtax and duties;
 - e.** changes to direct and/or indirect costs resulting from government measures such as taxes, levies, duties, inspections, penalties and fines;
 - f.** the actual Kilometres per Year of the Object deviate from the Kilometres per Year given in the Lease contract by more than 10%. The new Lease Price determined by means of a recalculation comes into retroactive effect from the commencement date of the Lease Contract and is set off against any lease instalments already charged.
- 3.7** Costs or cost increases in connection with a clearly deviating or particular use of the Object can always be passed on to the Client after ProLease has identified the deviating or particular use.
- 3.8** Statutory subsidies, discounts and/or (investment) premiums are included when determining the Lease Price. If the Object is registered in the name of the Client or the Driver, the Client, by signing the Lease Contract, authorises ProLease to collect these subsidies, discounts and/or (investment) premiums. In the event that the subsidy, discount and/or (investment) premium is or will be paid to the Client or the Driver, the Client undertakes to pay the subsidy, discount and/or (investment) premium paid or to be paid to the Client or the Driver, to ProLease on demand. ProLease can charge the Client for this. These costs are indicated in the Rates Table.
- 3.9** ProLease reserves the right to review other reimbursements, such as the one for replacement of a registration certificate/Object, on an annual basis.
- 3.10** Changes to the Lease Price in accordance with this article do not give the parties the right to prematurely terminate the agreement.

ARTICLE 4. **DELIVERY OF THE OBJECT**

- 4.1** The delivery time given by ProLease in the Lease Contract can never be regarded as a final deadline. Exceeding this date does not constitute non-compliance.
- 4.2** The Object is delivered in accordance with the order of the Client, as documented in the Lease- or Rental Contract. A confirmation of delivery (Lease Contract) or deployment confirmation (Rental Contract) is prepared when the Object is delivered. This confirmation of delivery and/or deployment confirmation forms an integral part of the Lease Contract or Rental Contract.
- 4.3** The Object is delivered with the inclusion of the documents that go with the Object, including the vehicle registration certificate/Object, the fuel card, keys, PIN codes and remote controls.
- 4.4** In the event that the Client or the Driver is unable to take delivery of the Object waiting to be delivered, delivery is deemed to have taken place 5 (five) days after the Client has been notified of the fact that the Object is ready to be delivered. Intended date is regarded as the Delivery Date.

ARTICLE 5. **USE**

- 5.1** The Client will look after the Object and the documents that go with it with due care and attention, in accordance with the nature and designated use thereof and not allow third parties to use or co-use it under whatever title. The Client will effectively secure the Object against theft and he will ensure that the Object is in a good state of repair at all times.
- 5.2** The Client must immediately notify ProLease of the loss or theft of the documents that go with the Object. The costs and damage or loss ensuing from the use and loss of the documents are payable by the Client.
- 5.3** ProLease is at all times entitled to inspect the condition of the Object. The Client is obliged to give ProLease the opportunity to carry out such an inspection.
- 5.4** The Client undertakes to allow the Object to be driven only by persons who hold a valid Dutch driving licence. The Client is not permitted to rent out, alienate or encumber the Object or removable parts of the Object in any way.
- 5.5** The client is not allowed to modify the Object in any way to improve/reduce the performance.
- 5.6** The Client will ensure that the Object is not used for driving lessons, competitions, endurance races, reliability trials, speed tests, driving on closed circuits and for the transport of hazardous substances.
- 5.7** The Client will ensure that the Object is not used outside the territorial limits of the prevailing insurance contracts and other agreements.
- 5.8** The Client is entitled to carry advertising on the Object, provided he uses stickers or transfers that can be removed without damaging the Object. The prior written consent of ProLease is required for all other changes to the Object, including spraying the Object in corporate colours. Upon taking back the Object, any applied stickers or transfers are to be removed without doing damage. When this is not carried out, the resulting costs will be fully charged to the Client.

- 5.9** The Client bears the risk of loss, theft and/or damage, the costs of maintenance, repairs and replacement, as well as the costs related to alternative transport and roadside assistance following a breakdown or damage of the items installed at the expense of the Client, unless agreed with ProLease.

ARTICLE 6.

MAINTENANCE, REPAIRS AND TYRES

- 6.1** The Client ensures the Object is maintained in accordance with the manufacturer's maintenance schedule and the guidelines of service companies selected by ProLease, which requires the prior consent of ProLease.
- 6.2** The Client will check and replenish the oil levels, coolant levels, braking fluid levels and tyre pressure in accordance with the regulations set out in the maintenance instructions of the Object, but at least every two weeks.
- 6.3** The costs for repairs and/or loss adjustment and/or alternative transport as a result of incorrect or careless use and/or negligence, as well as the costs for additional maintenance, the interim replenishment of oil and other liquids, cleaning, polishing and parking the Object are payable by the Client.
- 6.4** The Client will comply with all statutory inspections, modifications and checks.
- 6.5** A faulty odometer in the Object must be reported to ProLease within 24 (twenty-four) hours of discovery. The parties will determine the number of kilometres driven during the time that the odometer was faulty in reasonableness and fairness.

ARTICLE 7.

INSURANCE, DAMAGE AND THEFT

- 7.1** The third-party liability insurance and bodywork insurance of the Object must be taken out via or with ProLease at all times. The third-party liability insurance and bodywork insurance are subject to separate policy conditions. The ProLease policy conditions are available for inspection at ProLease and are made available to the Client on demand, free of charge.
- 7.2** In the event of damage to or caused by the Object, the Client is obliged to immediately notify ProLease accordingly and to submit witness statements and/or other documents in relation to the event as soon as possible, along with a fully completed claim form that is signed by all parties involved.
- 7.3** ProLease provides full coordination of the repair process, from accepting of the claim notification up to payment of the repair bill.
- 7.4** In the event of theft, embezzlement, joyriding, fraud, vandalism, parking damage and damage as a result of falling and/or fallen cargo, the Client will immediately notify the police and to have a (police) report drawn up about the case.
- 7.5** In the event of damage within the meaning of paragraph 7.1, the Client is obliged to take the Object to a body shop selected by ProLease and to follow ProLease's instructions with regard to repairing the damage.
- 7.6** If the costs of insurance are not included in the Lease Price, the Client is obliged to insure and to keep the Object insured for the term of the Lease Contract against all risks with regard to the Object and the third-party liability of the Client and ProLease subject to

conditions and with insurers to the satisfaction of ProLease. The Object must always be insured at the book value of ProLease. In the insurance contract, ProLease must be named as the insured or co-insured, which must be noted on the policy document. On demand, the Client will submit proof of premium payments and/or policy documents.

- 7.7** As security for (the Client's compliance with) all his obligations towards ProLease by virtue of all Lease- and Rental Contracts, the Client hereby pledges to ProLease all rights and claims against the insurer or insurers of the Object(s) and all rights and claims to and from the insurance policies, as specified in the Lease Contract or another appropriate document. ProLease hereby accepts this right of pledge and immediately will notify the insurer or insurers of the pledge and do everything within its powers to ensure the pledge is acknowledged by the insurer or insurers to the extent necessary. ProLease is hereby authorised to arrange for the notification to and/or acknowledgement by the insurer or insurers.
- 7.8** ProLease reserves the right to request additional information from the Client about insuring Vehicles above a certain consumer price or that are more prone to theft than average
- 7.9** All direct and/or indirect costs as a result of the Object not being properly insured by the Client are payable by the Client.
- 7.10** Damage or theft that is not covered under the (policy) conditions set out in article 7.1 is at the expense and risk of the Client. This also applies for all ensuing costs, such as those for roadside assistance and/or alternative transport.
- 7.11** ProLease uses a standard excess 150,00 euros per event for yellow license plate vehicles, and 250,00 euros per event for commercial registration vehicles. The insurance applies an excess based on a sliding scale, which is indicated in the policy conditions. Yellow license plate vehicles with a catalogue value of > 100.000,00 euros have a standard excess of 1.000,00 euros per event.
- 7.12** ProLease uses a standard excess for rental vehicles of 250,00 euros per event for both yellow license plate vehicles as for commercial registration vehicles.
- 7.13** Policy excess amounts as set out in the insurance conditions and/or the Master Agreement are always payable by the Client.
- 7.14** ProLease reserves the right to review the (policy) conditions and corresponding rates referred to in article 7.1, if the claim history gives rise to that.

ARTICLE 8. GREENBOX

- 8.1** If an Object does not have a Greenbox, article 8 is not applicable.
- 8.2** An Object delivered by ProLease can be delivered with a built-in on-board computer, also called a Greenbox.
- 8.3** The data obtained by the Greenbox is sent through a secure connection to a central data centre, which is secured according to the latest techniques.
- 8.4** The data of the Greenbox is only accessible by those who were given permission by the Client of the Vehicle.
- 8.5** ProLease will endeavour to inform the Client about the placement and operation of the Greenbox. The Client is always responsible for the communication towards their employees regarding the placement and function of the Greenbox.

- 8.6 If the Object has no fixed driver, the Client is responsible for adequately informing the drivers of that Object.
- 8.7 In case of theft, joyriding, or other calamities, ProLease holds the right to use the location information of the Object, from the data of the Greenbox, and sending it to the competent authorities without needing prior approval.
- 8.8 The driver always has the possibility to view the data obtained by the Greenbox through a written request to ProLease.
- 8.9 The supplier of the Greenbox is registered with the Authority for Personal Data.

ARTICLE 9. ELECTRIC OBJECT

- 9.1 ProLease cannot be held liable for any deviations of the actual consumption of the Electric Object compared to what the manufacturer has declared.
- 9.2 The Electric Object should always be charged with the original charging cables, approved by the manufacturer of the Object. Any damages caused by incorrect use are fully for the account of the Client.
- 9.3 The Object should periodically be charged in accordance with the official instructions. Any damages caused by incorrect use are fully for the account of the Client.
- 9.4 Upon termination of the Lease Contract, any disassembly costs for a charging station/wallbox are for the account of the client.
- 9.5 Upon termination of the Lease Contract, the Client is given the opportunity to purchase the charging station/wallbox made available for a price to be determined.

ARTICLE 10. 24-HOUR ROADSIDE ASSISTANCE

- 10.1 The Lease Contract may provide for 24-hour roadside assistance, which means the Client can rely on professional assistance in the event of a breakdown or accident with the Object in the Netherlands and/or abroad.
- 10.2 The 24-hour roadside assistance is subject to separate policy conditions, which can be inspected at ProLease and which are made available to the Client on demand, free of charge.
- 10.3 Any costs incurred for necessary repairs and alternative transport via the 24-hour roadside assistance can be payable by ProLease only if the Lease Contract provides for these components.

ARTICLE 11. REPLACEMENT OBJECT

- 11.1 ProLease is at all times entitled to replace the Object made available to the Client with a new Object or with an Object in at least an equal condition. Any costs involved in this respect are payable by ProLease.
- 11.2 The Lease Contract may provide for alternative transport insurance, which means the Client can rely on a Replacement Object in the event of a breakdown or accident with the Object in the Netherlands and/or abroad.

- 11.3** The Client is entitled to a Replacement Object if the Object is unavailable for a longer period than is indicated in the Lease Contract. This replacement is used until the Client is notified of the fact that the Object can be used again or until the Lease Contract is terminated.
- 11.4** The deployment of alternative transport in replacement of exceptional models and Objects with a commercial registration number takes place at the discretion of ProLease only. ProLease reserves the right to deploy an Object that drives on a different type of fuel, without having to pay any compensation.
- 11.5** In order to set off any extra or fewer kilometres, the kilometres driven with a Replacement Object are regarded as having been driven with the replaced Object. These kilometres will be ignored when assessing the termination of the Lease Contract.
- 11.6** The provisions in these General Terms and Conditions apply in full to the Replacement Object.
- 11.7** The Client is committed to return a Replacement Object to the original location or to a location to be determined by the parties in agreement, unless use is made of the collection and drop-off service of ProLease.
- 11.8** The alternative transport scheme does not apply if:
- a.** the Object cannot be used as a result of damage or repairs ensuing from failure to accurately fulfil the obligations under this agreement;
 - b.** the Client wrongfully claims alternative transport, for instance when the Object is wrongfully brought in for repairs or when no use is made of the Object without valid reason;
 - c.** the Object cannot be used as a result of the Object being seized and/or confiscated under civil law, administrative law or criminal law;
 - d.** the Object cannot be used as a result of theft that can be attributed to the Client, as a result of ineffective security, for instance.
- 11.9** If the Object is not insured by ProLease, the availability of a Replacement Object in the event of damage or theft at the expense of ProLease is excluded.

ARTICLE 12.

FUEL

- 12.1** The Lease Contract may provide for a Fuel Card, which the Client can use as a method of payment to purchase fuel for the Object at affiliated petrol stations. If so agreed, the Fuel Card can also serve as a method of payment for other products or services offered by or through the fuel card provider.
- 12.2** Any statement of fuel costs issued by ProLease is entirely without obligation and only serves to indicate the anticipated fuel costs, calculated on the basis of the information known at that time, being the Kilometres per Year, the litre price of the fuel type in question and the fuel consumption as given by the manufacturer.
- 12.3** ProLease cannot be held liable for any deviations with regard to the actual use of the Object in comparison with what was indicated by the manufacturer.
- 12.4** The anticipated fuel costs will be charged to the Client as an advance amount at the same time as the monthly lease instalments.
- 12.5** The difference between the fuel costs invoiced to the Client and the actual fuel costs paid by ProLease are set off every month.

- 12.6** Interim changes to the advance amounts are made if the difference between the fuel advance amounts and the actual fuel costs on a client level is more than 5 (five) %.
- 12.7** The Client owes ProLease a monthly fee for the fuel management of ProLease. This fee is determined in the Lease or Rental contract.
- 12.8** If agreed, the Driver can claim fuel that cannot be paid for with the Fuel Card from ProLease, costs are applicable as indicated in the Rates Table. ProLease only accepts the original fuel receipts. This process can also be carried out online through the supplier of the fuel card, then there will be no additional costs.
- 12.9** The Client is at all times liable for all consequences of the loss, theft or misuse of the Fuel Card. All payments with the Fuel Card are at the expense of the Client.
- 12.10** Each Fuel Card made available to the Client remains the property of ProLease. After termination of the agreement with regard to the Fuel Card, the cards in question must be returned to ProLease immediately.
- 12.11** The Client - including the Driver of the Object - is responsible for (the use of) the Fuel Card and PIN code after they have been issued to him. The PIN code is strictly personal and not transferable. The Client cannot disclose the PIN code issued to him to third parties and he cannot write this code on the Fuel Card. If the Client knows or suspects that the PIN code is known to third parties, he must immediately notify ProLease accordingly.
- 12.12** The Client must immediately notify ProLease by telephone of every loss of a Fuel Card as well of unlawful use of the card and then confirm this in writing within 24 (twenty-four) hours. In the event that both the Fuel Card and the PIN code are lost or stolen, the Client must contact the police within 48 (forty-eight) hours and have a report drawn up.
- 12.13** Fuel used for a temporary or permanent Replacement Object is deemed to have been used for the replaced Object, provided ProLease has approved the use of the Replacement Object.
- 12.14** ProLease reserves the right to attach other facilities to the Fuel Card and it will notify the Client thereof in advance.

ARTICLE 13.

RETURNING THE OBJECT

- 13.1** The Client is committed to return the Object upon termination of the Lease Contract in a good, clean condition, including all documents, at a return address to be stipulated by ProLease.
- 13.2** Upon termination of the Lease Contract, the Client can only remove items that were not fitted at the expense of ProLease and which do not leave any visible damage when removed. Items fitted that cannot or should not be removed in accordance with this article become the property of ProLease, unless ProLease decides to remove them. The costs of removing such items or the costs related to returning the Object to its original condition are payable by the Client. In the event that ProLease decides not to remove the fitted items, the loss ensuing from a reduced residual value is payable by the Client.
- 13.3** When the Object is returned, a return report stating the odometer reading and the condition of the Object is drawn up by or on behalf of ProLease. The odometer reading is the reading upon return or arrival at the return address to be stipulated by ProLease. If the return report is drawn up without the cooperation of the Client, the Client is unilaterally bound by the return report drawn up by or on behalf of ProLease.

- 13.4** In case the Object is picked up at location, the Client signs for the receipt of the Object, not the state of the Object. The actual return report, for which the state of the Object is recorded, will be drawn up at ProLease.
- 13.5** If, upon return, the Object is damaged, if items or documents are missing or if the Object's value is reduced as a result of careless management, the costs of repairs, supplement, replacement or renewal, including lost revenue, are payable by the Client. Minor damage in the form of scratches and pits that does not exceed a total of 250,00 (two hundred and fifty) euros, excluding VAT, on the basis of loss adjustment, is regarded as wear and tear and is not payable by the Client.
- 13.6** If the Client fails to immediately return the Object at the end of the agreed contract period, ProLease is entitled to take back the Object and to demand the Client pays all costs, losses and interest ensuing from the Object being returned late, without a notice of default being required.

ARTICLE 14.

TERMINATION OF THE LEASE CONTRACT/RENTAL CONTRACT

- 14.1** Normal termination of the Lease Contract takes place if the term of the Lease Contract has expired or if the Maximum Final Number of Kilometres given in the Lease Contract is reached.
- 14.2** Regular termination of the Rental Contract takes place based on the actual end date (= date of handing in the vehicle).
- 14.3** Shortly before termination of a Lease or Rental Contract the Client should inform ProLease in writing.
- 14.4** The Lease or Rental Contract is further terminated when the Object is stolen and the waiting time referred to in the policy conditions has lapsed or in the case the Object is a write-off, is damaged or has technical faults, as a result of which continued use for economic or technical reasons is no longer wise, which is at the discretion of ProLease. In such cases the Lease or Rental Contract is terminated with retrospective effect from the date of the event. During the waiting time, the Client still has to pay ProLease the Lease Price.
- 14.5** Upon termination of the Lease Contract, the Client is entitled to purchase the Object at a price to be settled at that time.
- 14.6** A transfer of ownership happens only when the Client has fulfilled all his obligations ensuing from the Lease or Rental Contract, including yet not limited to payment of the purchase price.
- 14.7** For each terminated Lease or Rental Contract, crediting of the lease instalments invoiced in advance and fuel prepayments will take place within 1 (one) month after termination.
- 14.8** Terminated Lease or Rental Contracts will be settled in accordance with the provisions in Article 15.

ARTICLE 15. KILOMETRES SET-OFF AND FINAL SETTLEMENT

- 15.1** If during the term of the Lease Contract the actual Kilometres per year deviate from the kilometres per year given in the Lease Contract, ProLease is entitled to set off the number of extra or fewer kilometres driven against the rates set out in the Lease Contract. The number of extra or fewer kilometres driven are always set off upon termination of the Lease Contract.
- 15.2** If the actual kilometres per year deviate from the kilometres per year given in the Lease Contract by more than 10 (ten) %, or the term deviates more than 14 days from the period indicated in the Lease Contract, ProLease is entitled to recalculate the Lease Contract with retrospective effect from the commencement date of the Lease Contract.
- 15.3** The actual kilometres driven with the Object encompass the kilometres on the Object's odometer, plus the number of kilometres driven with Replacement Object's and/or the number of kilometres driven during the period that the odometer was faulty.
- 15.4** At the request of ProLease, the Client undertakes to cooperate in a check of the number of kilometres driven with the Object.

ARTICLE 16. DRIVER

- 16.1** The obligations of the Client by virtue of the Master Agreement, the Lease Contract, the Rental Contract and these General Terms and Conditions also apply in full to the Driver to whom the Object is made available.
- 16.2** Before the Object is taken into use, the Client is obliged to notify the Driver of the Client's rights and obligations by virtue of the Master Agreement, the Lease Contract, the Rental Contract and these General Terms and Conditions. The Client guarantees that the Driver's obligations ensuing from that will be fulfilled by the Driver at all times.
- 16.3** ProLease is entitled to verify the details of the Driver with other parties.
- 16.4** Statements by the Driver regarding the receipt, delivery, acceptance and condition of the Object are also deemed to have been made by the Client.
- 16.5** When documenting personal details, ProLease observes the Personal Data Protection Act. Personal and other data are disclosed to the judicial authorities in the event of a crime or violation, or in the case of the collection of claims.

ARTICLE 17. PAYMENT OBLIGATIONS

- 17.1** The Client is obliged to pay ProLease everything he owes by virtue of the Master Agreement, the Lease Contract, the Rental Contract and these General Terms and Conditions, without any set-off, suspension, deduction or discount for whatever reason, including by virtue of existing or future direct or indirect taxes and/or tax regulations, levies, duties or any other deductions.

- 17.2** The Client must pay the monthly Lease Price in advance, on the first day of each calendar month. A monthly instalment that relates to part of the month is determined proportionally and will, if this part does not start on the first of the month, be payable on the invoice due date. All other amounts are payable on the invoice due date.
- 17.3** The amounts payable by the Client are increased with the applicable VAT owed.
- 17.4** The Client authorises ProLease to collect all claims from his bank account, with a continuing SEPA B2B permission, in accordance with the guidelines for Equens.
- 17.5** If the Client fails to pay the amounts he owes or fails to pay them in time, the Client owes ProLease statutory interest on the outstanding amounts. ProLease is also entitled to increase the outstanding amount with judicial costs, including the fees of legal counsels, also when they exceed the liquidation rate and all extrajudicial costs reasonably incurred by ProLease.
- 17.6** If the Object is unusable, faulty or not available to the Client for whatever reason, the Client is still obliged to fully fulfil the Lease Contract or Rental Contract and to pay ProLease the Lease Amounts without any right to discount or deduction, unless this obstruction in use is the result of actions that can be attributed to ProLease.

ARTICLE 18.

ATTACHMENT AND THIRD-PARTY MEASURES

- 18.1** In the event that third parties wish to exercise rights or take measures with regard to the Object, the Client and/or the Driver will immediately notify this third party of ProLease's right of ownership. The Client also undertakes to immediately allow a bailiff levying an attachment, an administrator or a receiver to inspect the Master Agreement, the Lease Contract or the Rental Contract. If the Client loses control of the Object, he will immediately notify ProLease and take any measures against that himself, if necessary. ProLease itself can take the necessary measures to protect his rights. The Client hereby authorises ProLease to take these measures on his behalf.
- 18.2** During the period of the measures referred to in article 18.1, the Client is still bound by the obligations by virtue of the Master Agreement, the Lease Contract and the Rental Contract.
- 18.3** The costs of any measures taken by ProLease or the Client to protect the rights of ProLease are payable by the Client.
- 18.4** Seizure, third party actions and fines can lead to damage and/or costs for ProLease. The damage and/or expenses are for the account of the Client, unless they arise from actions by ProLease.
- 18.5** Fines are paid by ProLease to the organisation it concerns. ProLease will then charge the Client with the fine including administration costs. The administration costs can be found in the Rates Table.

ARTICLE 19. LIABILITY

- 19.1** The Client indemnifies ProLease and its personnel against all third-party claims, including reimbursement of costs, damage, payment of fines etc. ensuing from or in connection with the ownership, use or operation of the Object.
- 19.2** ProLease is not liable for any trading loss suffered by the Client as a result of damage, visible or hidden defects in the Object, regardless of the circumstances under which such damage or defects originated, unless they can be attributed to the intent or gross negligence of ProLease.
- 19.3** All judicial and extrajudicial costs incurred by ProLease as a result of the Client's failure to fulfil his obligations are payable by the Client.
- 19.4** ProLease is not liable for the way in which third parties hired by ProLease or otherwise carry out their work, deliver goods or provide services, nor for any damage and costs ensuing from this, unless they can be attributed to the intent or gross negligence of ProLease.

ARTICLE 20. SEVERAL LIABILITY

- 20.1** If the Client constitutes multiple persons or legal entities, all these persons or legal entities are jointly and severally liable for fulfilment of all obligations ensuing from these General Terms and Conditions, the Master Agreement and any Lease- or Rental Contract.

ARTICLE 21. DISSOLUTION

- 21.1** ProLease is entitled to dissolve the Master Agreement, the Lease Contract and/or the Rental Contract by means of a written notification - without a notice of default or demand being required - and/or to take immediate possession of the Object, if:
- a.** the Client, despite a demand, fails to fulfil any obligation by virtue of the General Terms and Conditions, the Master Agreement and/or any Lease - or Rental Contract;
 - b.** the Client applies for a moratorium, is declared insolvent, ceases his business operations or settles abroad;
 - c.** the movable and/or immovable property of the Client or the Object is seized or if the Object is judicially attached or declared confiscated, or is otherwise claimed by the authorities;
 - d.** the insurance of the Object or Objects is terminated and other insurance companies are unable to offer sufficient cover in the opinion of ProLease;
 - e.** events ensue at the Client's that constitute a considerable increase of the risk of ProLease and/or that may hamper the normal settlement of the Master Agreement and/or the Lease- or Rental Contract.
- 21.2** The Client is obliged to immediately notify ProLease when one of the facts or circumstances referred to in article 21.1 occur or may occur.

- 21.3** If the Master Agreement ends on a certain date on account of termination, any Lease- or Rental Contracts still in force as at that date will be settled in accordance with the conditions stipulated in the concerning Master Agreement and the Lease- or Rental Contracts in question.
- 21.4** Termination of the Master Agreement and/or the Lease- or Rental Contracts does not affect ProLease's right to claim all overdue lease instalments, all future lease instalments and all other amounts, plus interest and costs, owed to ProLease by the Client by virtue of the Master Agreement, the Lease- or Rental Contract or any other agreement, as an immediately due and payable debt. The Client undertakes to pay such amounts to ProLease immediately.
- 21.5** The cancellation of an order for an Object may lead to the dissolution of the Lease or Rental contract. All costs of this are for the account of the Client. Furthermore, administration costs may be charged, which can be found in the Rates table.
- 21.6** The provisions in this article do not affect ProLease's rights to demand full or partial fulfilment or (partial) dissolution of the Master Agreement and/or the Lease- or Rental Contracts in and out of court by virtue of the relevant sections in the Netherlands Civil Code, as well as reimbursement of costs, damage and interest.

ARTICLE 22. **APPLICABLE LAW**

- 22.1** The General Terms and Conditions, the Master Agreement and the Lease- or Rental Contracts are governed by Dutch law.
- 22.2** Any disputes that may ensue from the General Terms and Conditions, the Master Agreement and/or any Lease- or Rental Contract will be submitted to the competent court in 's-Hertogenbosch .

ARTICLE 23. **OTHER PROVISIONS**

- 23.1** ProLease can change these General Terms and Conditions at any time. ProLease will notify the Client of such changes in writing.
- 23.2** ProLease and/or the relevant insurer can change the (policy) conditions and rates referred to in these General Terms and Conditions. ProLease will notify the Client of such changes in writing. Any rate changes will be set off with the Client as stipulated in these General Terms and Conditions.
- 23.3** Full or partial invalidity of one or more provisions in the Master Agreement, the Lease Contract, the Rental Contract and/or these General Terms and Conditions will not affect the validity or enforceability of the other provisions in the Master Agreement, the Lease Contract, the Rental Contract and/or these General Terms and Conditions.
- 23.4** In the event of deviating regulations, the provisions in the Master Agreement prevail over these General Terms and Conditions. Regulations in the Lease- or Rental Contract prevail over the Master Agreement and/or these General Terms and Conditions.

- 23.5** The rights and obligations under the Master Agreement, any Lease- or Rental Contract and these General Terms and Conditions cannot be fully or partially transferred by the Client. ProLease is entitled to transfer its rights and obligations under the Master Agreement and/or the Lease- or Rental Contract to third parties, or to replace them with others.
- 23.6** ProLease is entitled to report the agreements concluded with the Client to the Credit Registration Bureau (BKR).
- 23.7** ProLease reserves the right to carry out periodic financial checks of the Client and to use that information to stipulate additional conditions for the conclusion of a Lease- or Rental Contract, if necessary.
- 23.8** The Client may make use of the transport service of ProLease. The costs are indicated in the Rates Table.
- 23.9** The Client is committed to notify ProLease in writing of any name changes, changes of address of himself and/or his Drivers, including adjustments in legal structure, or ownership ratio as well as all other details relevant to ProLease, in advance. The Client will bear the consequences of his failure to notify ProLease of changes in a timely fashion.

ARTICLE 24.

BPM COMPANY VEHICLE (GREY LICENSE PLATE VEHICLES)

- 24.1** Following that which is indicated in the Law on the taxation of passenger vehicles and motorcycles 1992, respectively the vehicle taxes 1994 Act, ProLease only is entitled to the restitution of the BPM on company vehicles, and these company vehicles, then only qualify for the lowered rate of the motor vehicle tax (Dutch MRB), if the following business requirements are met:
- a.** The client is an entrepreneur as indicated in article 7 of the Turnover Tax Act 1968;
 - b.** That which is stated in article 24.1 paragraph does not concern entrepreneurship as indicated in article 7, paragraph six, of Turnover Tax Act 1968;
 - c.** The company Object is used more than incidentally for the Client's company;
 - d.** The Client provides ProLease with a written statement (The "Entrepreneurs Statement"), showing that the entrepreneur requirements are met, and that the Client will inform ProLease immediately in case of a change of circumstances, and retract the statement immediately.
- 24.2** If the conditions stated under article 24.1 are not or no longer met, this will lead to loss of entitlement to the BPM returns, respectively, that the BPM that has already been received becomes indebted, that the increased rate for MRB is applicable, possibly retroactively, and penalties will be imposed. The same is applicable if the company Object is changed in such a manner that it can no longer be deemed as a company Object as stated under article 24.1.

- 24.3** In connection with articles 24.1 and 24.2, the following additions apply:
- a.** The Client will provide a signed Entrepreneurs Statement to ProLease for each delivery of a company Object;
 - b.** The Client will not adjust the company Object in a manner in which it can no longer be seen as a company Object as stated under article 24.1;
 - c.** If the entrepreneur requirements are not or no longer met, the Client will immediately inform ProLease about this in writing;
 - d.** If the entrepreneur requirements are not or no longer met, ProLease holds the right to continue the Lease or Rental contract with adjustment of the Lease Instalments, or to immediately terminate the Lease or Rental Contract, in which case the Client owes ProLease a compensation as described in the Master Agreement between the parties or the General Terms and Conditions;
 - e.** If any additional taxes are imposed on ProLease of BPM and/or MRB, and/or any other fiscal measure is imposed, the Client will make these payments upon ProLease's first request;
 - f.** If the additional taxes or measures indicated under article 24.3 are imposed on the Client, the Client will be indebted with these costs, and ProLease cannot be charged with these.

A man in a dark suit and light blue shirt is driving a car, seen from the side. The background is blurred green foliage. A large, diagonal blue graphic element, consisting of several overlapping triangles in different shades of blue, covers the right and bottom portions of the image. The text "YOUR RIDE IS OUR DRIVE ." is positioned on the white background to the left of the blue graphic.

**YOUR RIDE
IS OUR DRIVE .**