

The LeasePlan logo is a stylized, wavy graphic in shades of orange and red, resembling a ribbon or a series of connected curves. The word "LeasePlan" is written in white, sans-serif font across the middle of the graphic.

LeasePlan

General Terms and Conditions

Private Lease

15/09/2017

1. ABOUT THESE TERMS AND CONDITIONS

1.1 To whom do these conditions apply?

These conditions apply to LeasePlan Partnerships & Alliances NV
Also referred to as "we" in these terms and conditions.

These terms and conditions apply to consumers, i.e. not businesses (not "persons carrying out a profession or business").

Also referred to as "you" or "your" in these terms and conditions.

1.2 What do these terms and conditions apply to?

These terms and conditions apply to (the processing of) your application for the private operational lease contract via our website, to the agreements made regarding the delivery or collection of the car you have selected, and to the lease contract for that car.

When you apply for the lease contract on our website, we ask you to agree to these terms and conditions. You can download the terms and conditions on the website for later perusal.

1.3 Which (general) terms and conditions apply, in addition to these terms and conditions?

We arrange all the insurance (the BA insurance, legal assistance and optional driver insurance) and risk retention (own damages) for the car. Insurance terms and conditions apply to these. These are added to the lease contract and also apply to you. The insurance terms and conditions also contain provisions that concern the arrangements between us and the insurer, for example, about premium payments. These provisions do not apply to you.

Furthermore, for certain issues such as car return, we can provide additional information on our website.

2. HOW DO YOU GO ABOUT CONCLUDING THE LEASE CONTRACT?

2.1 You can apply for the lease contract online

Online application. You can apply for the lease contract by going through the necessary steps on our website. There you enter your data including your driving licence number, indicate which car you want, the duration, the package corresponding to the annual number of kilometres you expect to drive, and other details.

Monitoring. Based on the information you provide, we may decide that we do not want to enter into a lease contract with you. We will inform you of this.

Making an appointment. If we do want to enter into the lease contract with you, we will contact you to make an appointment for the collection or delivery of the car. We will send a confirmation of the appointment by email.

Cancelling the lease contract. We will provide you with the opportunity to cancel the lease contract, up to 14 days after the conclusion of the lease contract. You will confirm this to us by email. After this period of 14 days, the lease contract will have been finalised.

3. WHAT IS INCLUDED UNDER THE OPERATIONAL LEASE?

3.1 You may use the car that you have selected online

The lease contract is an "operational lease", which is a type of lease agreement. This means that you may use the selected car during the lease term. The car is therefore not yours, and that also applies once the lease contract has ended.

3.2 You will collect the car

We make sure that at the agreed collection time, the car is ready at a location indicated by us.

We will deliver the car in good condition along with all accessories and relevant documents.

Form. You will have to sign a form for the receipt of the car as well as the condition in which it is found.

3.3 We maintain and repair the car

We maintain and repair the car and replace the tyres as needed in the course of normal use of the car. The following rules will apply to this:

- *Permission needed.* Does the car require repairs or maintenance? Or do you want to have the tyres replaced or switched? You will first need our permission to do so. You contact us and we will indicate to you which company is to carry out the work. We then pay the costs. New parts become our property.
- *Abroad.* Are you having maintenance, repairs, or replacements carried out abroad as well? You will also need permission from us for this. Contact the Driver care service for further processing.
- *Do not do it yourself.* You are not allowed to perform repairs or maintenance yourself (or have them carried out without prior permission), except for the basic checks as described in Article 4.2. You may also not replace or switch tyres yourself.
- *Following guidelines.* You yourself will have to make sure that the car is serviced or repaired on time and that the tyres are replaced on time. To this end, you will have to comply with the guidelines of the car manufacturer as well as ours. Are there differences in the guidelines of the manufacturer and ours? Then we ask that you comply with our guidelines.

You will have to pay the costs for the repair, maintenance and replacement of the tyres yourself:

- If you make repairs, perform maintenance or allow these to be performed, or replace tyres or have them replaced, without us having given prior permission, or if you have these done by a business other than the one that we have designated.
- If you do not keep to the agreements. For example, because you did not take proper care of the car, for example not having repairs and maintenance carried out on time. Or if you forget to check the oil level and it sinks too low.
- If the car is damaged and such damage is your responsibility on the basis of Article 5.1.
- For repairs or maintenance of objects that are not part of the car or that you may have added to it.

3.4 You have access to roadside assistance

You have access to national and international roadside assistance, including a replacement vehicle, for 5 days, in the case of full immobilisation on a public road (technical breakdown or accident). You can find more information about this on our website.

3.5 We pay the taxes

We arrange and pay the taxes that we have to pay for the car.

3.6 We pay the costs of registration and technical inspections

We place the license plate number of the car on our name.

We pay the costs of registration and the technical inspection, except for the technical inspection as a result of a tow bar at your own expense, for which you have received prior approval from us. Any travel costs (your own or those of a shop employee) are also excluded.

Furthermore, the following rules apply:

- You will have to ensure that you have the car inspected on time.
- Does the car require repairs? Then will have to have the repairs done either immediately, or after the inspection. The rules of Article 3.3 apply to this.
- You must always cooperate with inspections by the government or the police.
 - You will also cooperate whenever we want to examine the car.
 - You will inform us if the registration plate needs to be replaced or has been stolen and will provide your cooperation in having it replaced.

3.7 We will take care of the insurance policies

We will take care of the insurance (third party liability motor insurance, legal assistance insurance and if necessary driver's insurance) and risk retention (own damage) as well as the payment of any premiums or compensation for this.

3.8 We will however assume that you are paying the lease instalments.

For all the above-mentioned points, we will assume that you will pay the lease instalments and any costs that are your responsibility. In the event that these are not being paid, we reserve the right to terminate the lease contract due to non-payment (see Article 7.5).

4. WHAT DO WE EXPECT FROM YOU?

In addition to the other matters that we describe in these terms and conditions, we also expect:

4.1 That you will be present when the car is being collected or delivered

Collection of the car. You will collect the car on the agreed day, and at the agreed time and place. You (or the actual driver of the car) must have a valid driving licence with you. If you do not collect the car or if you do not have a valid driving licence with you, we will contact you again to make a new appointment.

Second appointment. If you once again do not collect the car at the second appointment or you (once again) do not have a valid driving licence with you, we may cancel the lease contract. The car will then be released and we can lease it to a different person.

Copy of identity document. Upon collection of the car, the garage will take a copy of your ID.

Form. You will have to sign a form for the receipt of the car as well as the condition in which it is found.

4.2 That you take proper care of

the car You must take proper care of the

car. More specifically, you must:

- Follow the instructions in the vehicle manufacturer's manual or instructions from us.
- Wash the car regularly and keep it clean on the inside.
- Use the right fuel for the car.
- Perform the basic checks yourself:
 - Top up the oil, wiper fluid and coolant as needed.
 - Use the appropriate oil, wiper fluid and coolant for the specific car.
 - Ensure the correct tyre pressure.
- Ensure that the car is serviced and repaired on time and that the tyres are replaced on time (see also Article 3.3).
- Not cause damage to the car.
- Not lose or damage car accessories. Pay the costs for the replacement of accessories.
- Not bring any hazardous substances into the car (these can damage the car).
- Not make any modifications to the car without our written permission.
- Not enter a racing circuit with the car and not participate in (racing) competitions or use the car in any other irresponsible manner.
- If you change something about the car, only do so if we have given our permission for this.

4.3 Pay the lease instalments

See also Article 6 (What do you pay and how?).

4.4 Take responsibility for other drivers

You may drive the car yourself and also let others drive the car. You yourself are always responsible for what another driver does with the car. The other person will also have to keep the agreements we have made with you.

4.5 That the driver of the car always has a valid driving licence

You must ensure that the driver of the car always has a valid driving licence.

4.6 That you pay traffic and parking fines yourself

The driver of the car must comply with traffic regulations and other relevant laws and regulations. Any traffic or parking fines will have to be paid by yourself, irrespective of who is driving the car. If we receive a penalty reminder, we may pay the penalty and then invoice you for it. You will also have to pay any additional costs, such as (our) administration costs upon receiving reminders.

4.7 That you do not use the car for commercial purposes

You may not use the car for driving lessons, car sharing, rental, training or (other) commercial purposes, unless we have provided you with prior written permission.

4.8 That you inform us immediately if the car has been seized or stolen, or anything else that may be relevant to the car

If the car is confiscated by the police or another party or if the car is stolen, you will have to let us know immediately. If possible, let the police or other party know that the car is not yours.

This also applies if there are other issues with the car apart from repairs, maintenance, breakdowns, tyre replacements or damage.

You will have to provide us with all relevant information that we may request and also reasonably cooperate with us to get the car back or make a statement.

4.9 That you do not sell the car

The car is ours and does not become yours.

For this reason, it is forbidden to offer the car for sale, to sell it, to pledge it as collateral, or to cede any other type of right to the car, among other things.

We are allowed to do everything necessary to defend our right to the car. We can charge you for the costs if you yourself are responsible for the situation.

4.10 That you may not take the car outside of Belgium any longer than the duration allowed by the third party liability motor insurance

You may not take the car outside of Belgium any longer than the duration allowed by the third party liability motor insurance. You may also not take the car to a country for which the third party liability motor insurance does not provide coverage.

4.11 That you return the car in proper condition at the end of the lease contract

Return. At the end of the lease contract you will have to return the car in good condition. If you return the car late, we may charge you (the part of) the lease term for the period that you are late as well as an additional amount of € 500. We may then also come to collect the car.

Return terms and conditions. We have sent the additional return terms and conditions to you by email and they can also be found on our website.

Form. First of all, you will have to sign a form for the return of the car as well as the condition of the car and accessories. There may be exceptions, found on our website, regarding the returning of the car. Any damage, missing accessories or modifications to the car will have to be indicated on the form.

Damage and other costs. If there is damage to the car that does not fall within our guidelines regarding what is acceptable (see the return conditions), we will have the damage assessed. If it concerns damage that you have to pay for yourself (see Article 5.1), you will have to pay for that damage. You will also have to pay for any accessories, documents, keys etc. that are gone and for any costs to return modifications to their original state.

More kilometres than the chosen package. If, upon returning the car at the end of the lease contract, it appears that the number of kilometres you have driven is more than your chosen kilometre package, then you will pay for those extra kilometres. (You can upgrade to a higher package during the lease contract, see Article 6.2).

You will then pay the lease payment that you would have paid if you had selected that kilometre package initially. We provide a calculation example on our website.

More kilometres than the largest package. If you have chosen the largest package (max. 30,000 km) and you drive more kilometres than that, we will charge you for the additional kilometres at a maximum rate of 10 cents per kilometre.

Fewer kilometres than the selected package. If, upon returning the car at the end of the lease contract, it appears that the number of kilometres you have driven is less than your selected kilometre package, you will pay for the applicable lower kilometre package. (You can upgrade to a higher package during the lease contract, see Article 6.2).

You will then pay the lease payment that you would have paid if you had selected that kilometre package initially. We provide a calculation example on our website.

4.12 That you provide us with correct and up-to-date information

The information you provide us with, such as your name, address details, driving license details, must be correct. You will also need to let us know if the information changes.

4.13 That you take care of the login details

If we provide you with an account, you will receive personal login details in order to use it. To prevent abuse of your account, you will have to keep this information secret and not give it to anyone else.

5. WHAT IF DAMAGE OCCURS?

In the event that there is damage to the car, let us know within 48 hours. If the damage can be repaired, the rules for repair in Article 3.3 will apply.

5.1 In principle, we pay for damage to the car

Any damage to the car, including theft of the car, is our responsibility. In principle, we pay these costs.

However, the following costs in regards to car damage or theft of the car we will charge to you:

- Damage that is caused because you do not comply with the agreements, such as the rules for the use of the car as mentioned in Article 4. For example, damage due to bird droppings that have not been removed, or corrosion of car parts.
- A set fee per claim (contractual damage compensation). You will naturally pay less if the actual costs are lower than the set fee. What if LeasePlan can claim for the car damage from another party? Then you will not have to pay the set fee for the damage.
- Damage to options and accessories that are not included in the lease.
- Damage due to incorrect refuelling or charging of the car.
- Damage caused intentionally, due to your negligence, or with your consent, including theft of the car.
- Damage caused as a result of not switching the car off or leaving keys or other starting devices in the car.
- Damage resulting from an accident after which the driver left the car unattended.

A detailed overview of all claims that are included and those that are excluded can be found on our website under the terms and conditions pertaining to insurance and risk retention.

5.2 What if someone else causes damage to the car?

If someone else causes damage to the car, we request that you provide us with information regarding what happened. We also ask you that you cooperate with us so that we may recover the damage from the other person.

5.3 What if the driver of the car causes damage to another?

In the event that the driver of the car causes damage to another person, then you must do what is stated in the insurance conditions and follow the instructions of the insurer. Will the insurer not pay for the damage because it is not required as per the insurance terms and conditions? Then you will pay for the damage yourself.

5.4 What if the car is delivered late?

If the car is not in stock or we receive the car from the manufacturer, the importer, or the supplier at a time different from when we expected it, we will not reimburse any delay damage that may arise as a result.

6. WHAT DO YOU PAY AND HOW?

6.1 Which lease payment do you have to pay?

In the lease contract we indicate what your monthly lease payment is. The payment obligation commences the moment that the lease period begins (see Article 7.1).

6.2 Can the lease payment change?

Yes, the monthly lease payment may change in the following cases:

If you adjust the kilometre package. When applying for the lease contract, you can indicate how many kilometres you expect to drive during the year. We call this a "kilometre package". You can find the different kilometre packages per (type of) car as well as the relevant lease payments on the website. If, during the lease contract, you discover or expect that you will drive more kilometres or fewer kilometres than what is included in your selected package, you can always select another package. You will communicate this to us. We will then charge you the higher or lower amount, depending on which new kilometre package you select. You will then ultimately pay the lease payment that you would have paid if you had selected that kilometre package initially. When you adjust the kilometre package during the lease contract, you do not have to settle any extra kilometres at the end of the lease (see Article 4.11).

If we have higher costs. If the government increases the tax for the possession or use of the car and we incur higher costs for the car as a result, we may adjust the lease payment accordingly. That adjustment will then apply from the moment that our costs increase. For the first three months of the lease contract, we will not raise the price on such grounds.

6.3 What is included in the lease price?

The following costs are included in the lease payment:

- The number of kilometres in the selected mileage package.
- Repairs, maintenance, and tyre replacement in case of normal wear and tear.
- Cost of car registration.
- The costs of technical inspection (as determined in Article 3.6).
- Road tax and VAT.
- The premiums for the agreed insurances and the risk retention fee.

- European road assistance including a replacement vehicle for the duration of five days in case of full immobilization on the road (technical breakdown or accident).
- Our assistance, 24 hours a day, 7 days a week.

6.4 What is not included in the lease price?

The following costs are not included in the lease payment:

- Fuel costs.
- Parking costs.
- The washing and cleaning of the car.
- Updating of any navigation software present in the car.
- Other costs that are your responsibility, as described in these terms and conditions or as stipulated in the law.

6.6 How do you pay?

Direct debit The monthly amount for the lease payment and any other costs you have to pay, are paid by giving us a mandate to do a direct debit (SEPA mandate). Through this SEPA mandate we collect the amounts monthly from the account number that you have entered. You must ensure that there is sufficient balance on the account for us to collect the relevant amount.

6.7 How do we send the invoices?

We send the invoices to the email address known to us.

6.8 What happens if you do not pay (on time)?

Direct debit does not go through. If we fail to collect a payment, we will inform you of this. We will then request that you transfer the amount to us. If you still do not pay the amount, we can then hand the invoice over for collection. See more on this below.

Consequences of not paying on time. As soon as an amount is not paid on time, you are "in default". We will then be entitled to charge an administration fee of € 50.

Collection process. What if we have to use a collection agency, lawyers, bailiffs or others to collect our money from you? Then you will be held liable to pay all additional costs that may be associated with this.

7. HOW LONG IS THE LEASE AND WHEN DOES IT END?

7.1 When does the lease begin?

The lease starts on the date as agreed in the lease contract.

7.2 How long does the lease last?

The duration of your lease can be found in the lease contract. If you want to continue driving the car after the lease has ended, please contact us so we can offer you a new contract.

7.3 When can you terminate the lease?

In principle, you may not cancel the lease contract during the term of the lease and you must therefore pay all lease payments until the end of the term of the lease contract. You may, however, cancel the lease contract for the following reasons, provided you have returned the car:

Due to loss of income, because you:

- have been dismissed from your job and no longer have sufficient financial resources;
- have been declared 80% unfit for work or

more; however, the following conditions apply:

- You provide us with sufficient proof that this is indeed the case and that, as a result thereof, you can no longer pay the lease payment.
- The cancellation takes effect on the last day of the month in which you have cancelled.
- You will keep the agreements made between you and us, including any agreements described in these terms and conditions.

If you move abroad. In the event that you move abroad, you may also cancel the lease contract. You must then show us proof of the (intended) move.

If you would like to terminate the lease contract for any other reasons, we will charge you for at least 3 lease payments. If you cancel during the first year of the lease contract, we will charge you for the number of remaining lease rates, for a period of up to one year, with a minimum of 3 lease rates.

7.4 What happens if you die?

If you die, we or your relatives (or both) may terminate the lease with immediate effect by sending a written communication, provided that they have indeed returned the car. Your next of kin are not obliged to take over the lease contract if they do not want to.

Your surviving relatives must however still comply with the "remaining" agreements, such as making outstanding lease payments and payment of other costs.

7.5 When may we terminate the lease?

7.5.1 In the case of 2 refused payments of the lease instalments, we reserve the right to terminate the lease contract on the basis of non-payment. Non-payment is defined as a payment reminder that you have not yet complied with for a period of 5 calendar days. This payment reminder will be communicated in writing. If this reminder is not complied with either, we reserve the right to immediately terminate the lease contract due to contractual breach, by registered letter, and to demand immediate return of the car. In this case, in addition to the lease payments that are still outstanding, you will also owe damage compensation amounting to 3 lease payments, plus any costs we may have incurred for the recovery of the car.

7.5.2 We will also be entitled to terminate the lease contract in accordance with the procedure described above, if you fail to comply with any other essential provision contained in the lease contract.

Article 7.5.1. In this case you will also be required to pay damage compensation amounting to 3 lease payments, plus any costs we may have incurred for the recovery of the car.

7.5.3 If one of the situations described below occurs, we will have the right to immediately terminate the lease contract and demand immediate return of the car:

- You behave fraudulently or otherwise unlawfully in your dealings with us.
- The third party liability motor insurer no longer wants to insure the car, for example because the car has repeatedly caused damage to third parties. And another insurer that we consider to be reliable does not want to do so either.
- You are sentenced to prison.
- Someone seizes your property.
- You are involved in a collective debt settlement procedure.
- You are placed under guardianship or provisional administration.

In all these cases, you will also be required to pay damage compensation amounting to € 500, plus any costs we may have to pay for the recovery of the car.

7.5.4 In the event that the car is seriously damaged (as a result of an accident or a technical problem) and the costs for repair are so high that we do not want to pay them, we will have the right to terminate the lease contract immediately and demand the immediate return of the car.

7.6 In what other ways can the lease end?

The lease contract can furthermore be ended in the following ways:

- Upon returning the car at the end of the lease contract.
- If the car is a total loss.
- If the car has been stolen or is missing and cannot be found within 30 days. The lease contract ends on the 30th day. You will pay the lease instalment until the day on which you have reported the theft or loss to us.
- If the car has driven the maximum number of kilometres as indicated in the lease contract.

7.7 What happens after the end of the lease?

At the end of the lease contract you are obliged to return the car if it is not a total loss or has not been stolen. Read Article 4.11 to find out what is expected of you when returning the car.

You will furthermore be required to comply with all "remaining" agreements. This includes, for example, the settlement of any outstanding payments, such as outstanding delivery costs, outstanding fines, and any damages that are not covered.

8. WHAT DO WE DO WITH YOUR DATA?

During the registration process on the website and during the lease contract, we will receive your personal details and process them further. What we do with your data is stated in the privacy statement.

9. CAN WE MAKE CHANGES TO THE TERMS AND CONDITIONS?

Adjustments to the agreements. Sometimes it is useful to make changes to the agreements contained in the lease contract. For example if you want to purchase an additional service. Or you want to switch to a higher kilometre package. We can then mutually agree to such changes electronically (via e-mail, our website or otherwise). We will then always send you a confirmation to the (e-mail) address known to us. You may not extract any services from the lease contract.

Making adjustments to these general terms and conditions. These terms and conditions apply as of 15 August 2017. It may be necessary for us to adjust these terms and conditions. However, this does not change anything about the lease contract that we have concluded with you. Any changes will only apply to lease contracts that are concluded as of the date of the adjustment.

10. WHAT IF YOU HAVE QUESTIONS OR COMPLAINTS?

If you have questions or complaints, you can contact us by using the contact details on our website.

11. WHAT HAPPENS WHEN THERE IS A DISPUTE?

We will do our best to handle your complaints as thoroughly and quickly as possible. If we cannot find a solution, we may consider having a judge decide.

12. ANYTHING ELSE?

In writing. "In writing" in these terms and conditions, includes e-mail.

Belgian law. The lease contract, these terms and conditions and all associated disputes will be subject to Belgian law.

No transfers. You may not transfer any rights or obligations from the lease contract (for the sake of clarity, this also includes those mentioned in these general terms and conditions) to another party or person.

Invalidity provision terms and conditions. In the event that a provision from these conditions proves to be invalid, this does not affect the validity of the other provisions of the conditions. These therefore remain valid.

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