

GENERAL TERMS AND CONDITIONS FOR VEHICLE LEASING AND FLEET MANAGEMENT SERVICES

(As at August 2020)

I. General conditions for vehicle leasing

When an individual contract for vehicle financing is concluded between the customer and LeasePlan, the rights and obligations of the contracting parties are based on the following provisions.

1. Taking delivery of the vehicle(s)

1.1. The contractual relationship between LeasePlan and the customer begins with legally binding signature of the order form. If the vehicle cannot be delivered within a reasonable grace period due to reasons for which the customer or LeasePlan is responsible, the contractual relationship lapses. The contracting party that is responsible for termination of the contractual relationship owes the other contracting party compensation for the resulting expenses related to termination of the contractual relationship, including any compensation owed to the vehicle supplier.

1.2. The order for the vehicle is placed exclusively by LeasePlan and exclusively with LeasePlan partner companies.

1.3. In order for LeasePlan to acquire ownership of the vehicle, a person whom the customer has authorised to take delivery of the vehicle then takes delivery of the vehicle from the supplier on behalf of LeasePlan and keeps it for them.

1.4. A record is created when the customer takes delivery of the vehicle, at which time the customer must check the vehicle for defects. Obvious defects must be reported to the supplier immediately and LeasePlan must be informed of these in writing. The customer is liable to LeasePlan for all disadvantages resulting from a violation of this obligation.

1.5. For the "second-hand leasing" product, No. 1.2., 1.3. and 1.4. are not applicable. Instead, it is agreed that the vehicle already owned by LeasePlan will be delivered to the customer in accordance with the condition on the handover report. LeasePlan must immediately be informed in writing of any deviations from the handover report. The customer is liable to LeasePlan for all disadvantages resulting from a violation of this obligation.

2. Use of the vehicle, customer's duty of care

2.1. Without LeasePlan's written consent, the customer may not allow the vehicle to be used by third parties, either for a fee or free of charge, except for the employees of the company, or the close relatives or companion of the driver notified to LeasePlan. In any event, as a prerequisite for taking delivery, authorisation and suitability for driving vehicles of the transferred type are required (= driving license).

2.2. The vehicle may only be driven in countries for which there is insurance cover in accordance with the international insurance card (currently green insurance card).

2.3. The customer must ensure that when using the vehicle, the maintenance regulations (such as drive-in checks, regular oil and liquid level checks, inspections, warranty provisions etc.) are observed and that the maintenance work scheduled in the service booklet is carried out regularly and in due time. The customer is fully liable for any breaches of duty in this context. The customer also warrants that any wear and tear on the vehicle exceeding the usual degree caused by driving is avoided and that all repairs and maintenance are carried out professionally and in due time. The customer may only use the workshops authorised by LeasePlan. The customer must check the service and repairs/maintenance work that has been carried out, in order to ensure that it has been performed properly. If this is not the case, they must immediately notify the authorised workshop and lodge a complaint.

2.4. The vehicle may only be used for transporting dangerous substances if this is covered by insurance.

2.5. The customer is responsible for the appropriate insurance cover for the respective vehicle. LeasePlan must be fully compensated for damage not covered by the insurance.

2.6. The customer must take steps against any access to the vehicle by a third party (seizure, retention or attachment etc.) and must inform LeasePlan of this immediately.

2.7. LeasePlan points out that the use of vehicles registered in Switzerland by employees of the company and close family members or the companion of the driver notified to LeasePlan with residence or habitual residence in the European Union ("cross-border commuters") could, in accordance with the national legislation of the respective member state, constitute an import into European Union territory under customs or sales tax law. This applies in particular to private use in the community territory of the European Union of vehicles registered in Switzerland. The customer is liable to LeasePlan for any commercial, administrative, tax, customs or financial consequences that may arise from the use of such vehicles in the community territory of the European Union.

3. Liability and warranty

3.1. The customer has selected the vehicle and has taken note of the warranty, guarantee, operating and maintenance regulations for the vehicle. LeasePlan is therefore only liable for defects to the extent of claims enforceable against the supplier.



3.2. LeasePlan hereby assigns to the customer all of its rights under the purchase contract with the supplier with regard to all individual contracts concluded in the future within the scope of the framework contract and these terms and conditions (in particular claims for performance, or warranty and guarantee claims, or claims for damages due to late delivery or delivery of defective products), and the customer accepts this assignment. The customer is obligated to exercise these rights with due care, also in the interest of LeasePlan. However, the right to cancel the purchase contract or the right of conversion can only be exercised with LeasePlan's written consent.

3.3. In addition, LeasePlan is only liable if LeasePlan or its agents are grossly negligent; this also applies to claims arising from withdrawal from the purchase contract due to delays on the part of the supplier. Liability for consequential damage, pure financial loss, loss of profit, savings not achieved, loss of interest and for damage from claims by third parties is excluded.

3.4. For the "second-hand leasing" product, No. 3.1 and 3.2 are not applicable. The customer is aware that the vehicle that they have selected is a used vehicle and not a new car. The warranty and guarantee regulations regulated in the supplier's terms of delivery can therefore be severely limited or already have expired. In 3.3. the term "supplier" is replaced by "LeasePlan".

4. Damage and claims settlement

4.1. In the event of damage to the vehicle, the customer must immediately notify LeasePlan of this in full and provide the necessary documents and information. From this point on, the vehicle may only be moved after consultation with LeasePlan. The customer bears all costs of the repair, including any legal costs for the enforcement of claims from damage events, and the customer undertakes to indemnify and hold LeasePlan harmless in this regard. Any damage to the vehicle must be repaired professionally and LeasePlan must be provided with proof of repair of the damage.

In the event that damage handling is not processed via LeasePlan, LeasePlan can agree to a direct settlement between the customer and the customer's insurance company. LeasePlan is fully entitled to any compensation for damages, including compensation for depreciation incurred by another party involved in the accident or this party's insurance. With the consent of the customer, LeasePlan can commission a lawyer to pursue claims arising from the damage event, with the costs borne by the customer.

4.2. The contracting parties expressly agree that to ensure high-quality repairs, only bodywork partner companies selected by LeasePlan may be used. All work to be performed requires prior approval by LeasePlan. In the event that other suitable specialist workshops that are not bodywork partners are commissioned with the repairs, LeasePlan will invoice the customer for the additional administrative expenses in accordance with the current price list.

4.3. If there are any conditions or obligations that must be observed to safeguard rights from an insurance contract, the customer must ensure that these are observed.

4.4. LeasePlan is responsible for all damage to the vehicle (including loss or destruction) that is not covered by insurance, regardless of fault.

4.5. If the insurance classifies damage from an accident as a write-off, LeasePlan can refuse the repair and prematurely terminate the individual contract.

4.6. If no comprehensive insurance has been arranged through LeasePlan, a monthly fee will be charged for processing the damage in accordance with the current price list.

5. Return of the vehicle at contract end

5.1. Upon termination of the individual contract, the customer must at their own expense return the vehicle with all accessories, including all tyres/wheels and documents, unencumbered, complete and in proper condition, and to the exclusion of any retention claims, to the location specified by LeasePlan. The risk only passes to LeasePlan when the vehicle is actually handed over to the logistics partner commissioned by LeasePlan.

5.2. The vehicle must be handed over in a clean condition and free from all objects and substances that require disposal.

5.3. If the customer or a third party makes changes to the vehicle during the term, such as additional extensions, installations or conversions as well as paintwork and lettering (adhesive, foils etc.) or other changes, they are obligated to restore the vehicle to its original condition at their own expense before returning it. Any changes to the vehicle and additional conversions that are still in place at the time of delivery will be removed by LeasePlan at the customer's expense, and the vehicle will be restored to its original condition or the costs for dismantling or write-downs due to damage during dismantling (drilling, holes etc.) billed to the customer. Leaseplan becomes the owner of any built-in fittings that are the property of the customer, without compensation.

5.4. If the customer does not provide LeasePlan with the necessary documents, all keys, standard equipment (e.g. aluminium rims, radio including code card, winter and summer tyres, parcel shelves etc.) and documents such as vehicle ID, maintenance booklet, exhaust gas document, operating instructions etc. for operation in accordance with the contract, the customer bears the costs of procuring replacement of these in accordance with the current price list, or the resulting repair costs.

5.5. The customer bears the costs for the logistics partner taking delivery of the vehicle and for its transport to LeasePlan's used vehicle yard. These costs are included in the flat rate for transport in accordance with the current price list and will be charged to the customer as part of the final settlement.

5.6. When the vehicle is returned, it must be in a condition appropriate to its age and the agreed mileage, as well as being roadworthy and safe to operate. A delivery report must be drawn up to record the condition of the vehicle and signed by the person authorised by the customer to return it.



5.7. As part of a vehicle evaluation, an independent vehicle expert commissioned by LeasePlan will document all defects, damage and changes to the vehicle as well as any missing accessories. This also includes defects, damages and changes that were not obvious when the vehicle was handed over or that could not be ascertained due to the vehicle being dirty, or due to rain, ice, snow, darkness or for any other reason. If this damage is not accepted in accordance with the current "Fair Wear and Tear" guidelines, an SGS damage report will be created taking into account age and mileage, which will be sent to the customer in writing. The customer can object to this report within three working days of receipt. If the customer exercises their right of objection and no agreement can be reached on the amount of the repair costs, the customer can, at their own expense, request a damage report from another independent expert company listed in the "Fair Wear and Tear" evaluation catalogue. The evaluation that shows the lower repair costs under the same evaluation conditions shall be used as the final basis.

For the "second-hand leasing" product, the vehicle evaluation is compared in particular with the takeover report completed at the start of the contract.

5.8. If the customer has not already done so, LeasePlan or its agent will cancel the vehicle's registration with the relevant road traffic office. The cancellation costs are borne by the customer.

II. General conditions for services

1. General terms of the contract

1.1. The scope of services to be provided by LeasePlan is based on the service agreement. LeasePlan reserves the right to charge a flat fee as per the current price list for services that are not covered by this agreement, but are provided separately.

1.2. Cashless payment of the relevant services using the LeasePlan fuel card may only be used for the vehicle for which the card in question was issued. Any costs for issuing a replacement of the fuel card or changes to the PIN code will be charged to the customer in accordance with the current price list.

This PIN code may not be noted on the fuel card or on anything that is kept with the fuel card. LeasePlan is entitled to block the fuel card if the customer does not duly meet their payment obligations or if there is a strong suspicion of misuse. In these cases, too, the customer must bear the costs in accordance with the price list for blocking the card and having it reissued, if applicable.

1.3. The customer must reimburse LeasePlan for all expenses incurred with the LeasePlan fuel card. The customer must also ensure that the fuel card is used only for the contractually agreed duration and only in accordance with its contractual purpose. The customer is liable to LeasePlan for all costs arising from any violation of this obligation. The customer must immediately notify LeasePlan in writing if the fuel card is lost. At the end of an individual contract, the customer must destroy the corresponding fuel card. If this is not possible, they must have the card blocked at their own expense.

2. Scope of services

The agreed services, for which LeasePlan pays the costs, can be claimed by the customer using the fuel card/travel card upon presentation of an invoice made out to LeasePlan.

The original invoices paid by the customer must be submitted to LeasePlan for reimbursement and cannot be offset against the monthly invoice.

If the fuel card is not accepted, the customer must bear the costs and submit the original invoices and receipts to LeasePlan using a refund form.

The following services can be agreed:

2.1. Service and repair/maintenance work

LeasePlan assumes the costs for the following repairs at all service partners selected or approved by LeasePlan in Germany:

- All maintenance and repair work including materials (as per the manufacturer's instructions)
- Repair of wear and tear including materials on the exhaust, gearbox, brakes and clutch
- Replenishing of the radiator antifreeze and engine oil
- Exchange of all spare parts, such as fuses, light bulbs, wiper blades, etc., any refilling of lubricants required, even outside the prescribed maintenance intervals.

It is not possible to purchase services outside of the LeasePlan service partner network. LeasePlan shall not accept any invoices from such services. Any unnecessary repairs initiated by the customer/driver will be charged to the customer.

If an invoice issued to LeasePlan includes costs that LeasePlan is not contractually obligated to bear, LeasePlan will pay these and charge them to the customer, plus the administrative costs as per the current price list. The customer must pay these claims from LeasePlan immediately.

LeasePlan will assist customers in enforcing warranty or guarantee claims. To this end, the customer must send LeasePlan all the necessary information in full and in good time.

The service does not cover any costs in the event of:

- Windshield damages;
- Damage caused by non-observance of the operating instructions issued by the vehicle manufacturer, failure to perform the required maintenance or improper handling:
 - Consequential damage caused by defects not rectified professionally or in good time
 - Accidental damages
 - Repair of interior trim and upholstery
 - Repair of paint damage
 - Assembly and repair of accessories or fittings not supplied ex-factory



- Exceeding the service intervals specified by the manufacturer
- Car wash, interior cleaning, window cleaning, frost protection, fuel
- Additives (except as prescribed in the service plan) e.g. AdBlue
- Damage that the insurance classifies as total loss
- Reduction in the charging capacity of the battery in electric vehicles.

In the three months leading up to the planned end of an individual contract, LeasePlan reserves the right to pay only the costs for repairs which are absolutely necessary in accordance with the legal regulations or to maintain road safety. The service must include a 24-hour emergency number.

2.2. Tyres

The basis for the calculated tyre costs is formed on the one hand by the tyre factory/original equipment for the specified vehicle and on the other hand by the calculated monthly mileage. The scope of services includes 30,000 km of mileage, one replacement of a set of tyres of the same size as ex-factory/the original equipment, balancing, assembly, TPMS (tyre pressure monitoring sensors) and storage at a LeasePlan tyre contractual partner (see list of contractual partners listed in the driver's manual or on the LeasePlan website). LeasePlan will decide on the brand of tyre. The tyre services include:

- Seasonal changeover
- A complete set of winter wheels (regardless of the manufacturer's brand of the vehicle) in the technically smallest possible tyre size for the entire contract period

Cost differences that are caused by:

- i. deviations from the cost regulation described and/or after reaching a contractually agreed allocation
- ii. Personal negligence (e.g. curb, nail etc.)
- iii. tyre replacement that is not required for reasons of safety
- iv. tyre replacement not approved by LeasePlan

will be charged to the customer separately. Allocations not used will not be returned to the customer.

The tyres that are not required must be stored at a tyre dealer (listed in the LeasePlan tyre dealer directory).

In the three months leading up to the planned end of an individual contract, LeasePlan reserves the right to assume only costs for those purchases which are absolutely necessary as per the legal regulations or to maintain road safety.

At the end of an individual contract, the tyre assembly and rims that are not mounted on the vehicle and are the property of LeasePlan must also be returned to LeasePlan.

2.3. Fuel

LeasePlan pays for the fuel so that the customer can purchase fuel using the fuel card in accordance with the guidelines given by LeasePlan. The basis for calculation of the fuel costs is formed by the standard consumption figures for the specified vehicle, a fuel price determined by LeasePlan and the calculated monthly mileage.

The General Terms and Conditions of the respective oil company apply. LeasePlan is free to revoke its willingness to make a submission at any time if the current invoices are not paid and to have the right to the benefit blocked. The customer waives any claims for damages against LeasePlan. LeasePlan is entitled to adjust the corresponding monthly service rates in the event of fuel price fluctuations.

2.4. Replacement vehicles and rental vehicles

LeasePlan arranges the provision of a replacement/rental vehicle by a LeasePlan partner. The general rental and other terms and conditions of the respective rental company form part of the rental. LeasePlan does not guarantee that a particular type of vehicle will be available. With this service, LeasePlan only acts as an intermediary and paying agent between the customer and the rental company (this also applies to the settlement of any damage).

The customer is obligated to pay the monthly costs for the damaged vehicle to LeasePlan even without deduction, even while the rental/replacement vehicle is in use.

Depending on the agreement, the replacement/rental vehicle can be billed either in the form of a monthly charge (for rental vehicles with longer use) or as a monthly lump sum payment (e.g. when using a replacement vehicle while the original vehicle is in the workshop) and at the end of the individual contract.

2.5. Insurance

The customer can choose whether

- a. LeasePlan should take out liability and comprehensive insurance in the name and for the account of the customer from a partner insurance company of LeasePlan, or
- b. the customer wants to take out liability and comprehensive insurance with an insurance company of their choice.

Only in case a. shall LeasePlan pay the premiums on behalf of the customer. LeasePlan will charge the customer's premiums as part of the monthly leasing rate and itemise them separately.

The general insurance conditions and policies of the insurance company define the insurance cover. LeasePlan is not liable for insurance cover and insurance benefits.

2.6. Claims settlement

LeasePlan handles the claims processing and advances all damage-related repair costs for the vehicle, including any costs for specialists, for a maximum of 60 days.



LeasePlan must immediately be notified of the damage in writing (if necessary, in advance by telephone) – in any event, before appointing a workshop, using the LeasePlan claim form or the European accident report, with all the documents required to process the claim. All repair orders issued to the workshop require prior approval by LeasePlan. The customer must immediately reimburse LeasePlan for the costs for repair work for which liability or comprehensive insurance cannot be claimed, as well as the excess.

2.7. Vehicle repair – accidental damage

In the event of damage caused by an accident (including glass), repairs will only be carried out in partner bodyworks companies selected by LeasePlan. In addition to the claims processing service, this service includes, for example, the following services:

- Arranging a bodyworks partner company selected by LeasePlan (LeasePlan cooperation partner)
- Free towing of non-roadworthy vehicles with a maximum gross vehicle weight of 3.5 t from the accident site or parking space to the workshop

The customer undertakes to submit all the necessary declarations and powers of attorney so that the body repairs can be carried out.

2.8. Reporting

Depending on the regulation in the service agreement, LeasePlan provides the customer with online reporting.

No records, documents, reporting tools or any evaluations may be made available to external third parties.

2.9. Vignette

The vignette can only be selected in combination with fuel and is obtained using a fuel card.

2.10. Road tax

LeasePlan pays road tax on behalf of the customer. It charges these taxes to the customer as part of the total costs and itemises them separately in the individual contract. The customer ensures that the invoices they receive for it are immediately forwarded to LeasePlan.

2.11. Customer requests

Depending on the customer's wishes, LeasePlan will take care of car washing and car-related products (costs can only be processed using the fuel card together with fuel).

III. Regulations that apply to leasing and services

1. Subject matter of the contract

1.1. The subject matter of the contract includes the vehicles used by the customer for which an individual contract has been concluded. The customer may not obtain any services from LeasePlan for other vehicles owned by the customer.

1.2. LeasePlan's obligation to assume costs also expires at the time the individual contract comes to an end, unless the order was placed before the end of the individual contract.

2. Use of the vehicle

2.1. The vehicle may not be used for sports, a driving school or driving practice (with the exception of driving safety training covered by the insurance) or for non-business purposes.

2.2. Modifications and installations on the vehicle require written consent from LeasePlan.

2.3. Functional impairments of the measurement of the distance covered (tachometer, GPS etc.) must be reported to LeasePlan without delay and immediately remedied in a workshop authorised by LeasePlan, with proof of the repair submitted to LeasePlan without delay.

3. Monthly costs

3.1. The term is based on the individual vehicle's planned time of use by the customer and is regulated in the respective individual contract.

3.2. The obligation to pay the monthly costs starts when the vehicle is delivered to the person authorised by the customer and/or for pure service contracts, at the start of the contract as agreed in writing. A daily fee will be charged for the period between delivery of the vehicle and the first day of the next month. Thereafter, the monthly costs are prescribed.

Service-only contracts always start on the first of the month and end on the last day of the month.

The monthly costs must be paid to LeasePlan in advance on the 1st of each month. The customer bears any payment charges.

The customer undertakes to sign a direct debit order for the monthly costs in favour of LeasePlan and to ensure that the account is adequately covered. If the direct debit order is not carried out or if the customer orders a reversal of the debit order, the bank charges incurred are passed on to the customer and a processing fee is charged in accordance with the current price list.

3.5. The customer is in default if they do not meet their payment obligations on time. In this case, interest on arrears will be charged in accordance with Art. 104 Para. 3 OR (Swiss Code of Obligations). The customer will be charged for each reminder in accordance with the current price list. Furthermore, the customer bears all collection costs incurred by LeasePlan (dunning, collection costs and costs of legal proceedings), with these costs due for payment by the customer immediately after receipt of the invoice.

3.6. The obligation to pay the monthly costs ends when the vehicle is returned. If the return is made during the course of the month, the last month will be charged per day.

3.7. In the event that the vehicle is written off or is stolen, the term and thus the obligation to pay the full monthly operating costs ends on the day of the



event, after written notification of the write-off or theft has been received by LeasePlan.

3.8. The financing costs are calculated using a computational interest rate. The basis is the interest rate on the day the vehicle is delivered to the customer. After this, the interest rate remains unchanged throughout the term of the individual contract, with the exception of the provisions in point 3. 10.

3.9. The amount of the running costs depends on the notified model or type of vehicle, the agreed scope of services, the agreed term, the annual mileage, the planned area and purpose of use and the agreed management fee. In the case of a vehicle that has already been registered, the running costs are additionally influenced by the date of first registration and the initial mileage.

3.10. The purchase price paid by LeasePlan to the dealer is the basis for calculation of the monthly financing costs. LeasePlan can adjust the calculated monthly costs:

- a) If the purchase price that LeasePlan has to pay to the supplier changes between the time that LeasePlan orders the vehicle and official registration of the vehicle (hereinafter referred to as the "waiting phase"), the equipment or delivery location is changed by mutual agreement at the request of the customer, or LeasePlan's refinancing costs change.

Point a) above does not apply to the "second-hand leasing" product.

- b) If the use of the vehicle changes during the term compared to the use originally calculated (e.g. use under particularly difficult conditions), changes due to modifications or additions or if the mileage exceeds or falls below the contractually agreed mileage by more than 10% or the term of the individual contract is exceeded by more than one month.
- c) If the taxes used to calculate the monthly costs (including property-related special taxes), fees or charges change.

3.11. The customer can only offset payments against claims from LeasePlan if the customer's counterclaim is undisputed, has been recognised by LeasePlan, or if there is a legally binding official or judicial decision. The customer can only exercise a right of retention if it is based on claims from the individual contract.

3.12. If the mileage on which the individual contract is based exceeds or falls short of the calculated mileage by more than 10%, or the calculated term is exceeded by more than a month, LeasePlan is entitled to retrospectively adjust, in addition to the monthly costs, the duration and/or the actual mileage to the start of the individual contract. Any change will take effect with the next monthly invoice after written notification to the customer.

3.13. LeasePlan is entitled to request at any time that the running costs for some or all vehicles are billed (balance adjustment via preliminary final billing) if it becomes apparent that the planned costs for fuel, customer requests or rental/replacement vehicles are lower than the costs actually billed for some or all vehicles.

3.14. LeasePlan reserves the right to adjust the monthly costs at any time in the event of deviations from the data reported at the start of the individual contract (initial registration, mileage for vehicles that have already been registered) or subsequent modifications and additions.

3.15. Future taxes, levies and expenses (e.g. registration fees, traffic taxes, taxes) that LeasePlan incurs as a result of entering into or fulfilling the individual contract, but which have not been taken into account in the calculation of the monthly lease interest and service rate, must be reimbursed to LeasePlan (upon presentation) separately and immediately.

4. Risk, warranty and liability

4.1. Partial or complete non-use of the vehicle, premature wear, damage, destruction or loss of the vehicle, whether by accident, third-party influence or for whatever reason, do not affect the customer's obligation under the framework contract and the individual contract, in particular the obligation to pay the monthly costs. If the vehicle is destroyed, LeasePlan will not provide a replacement. However, LeasePlan and the customer are entitled to prematurely terminate the individual contract.

4.2. Warranty claims by the customer require an immediate, specified written notice of defects.

4.3. LeasePlan is only liable for unlawful intent and grossly negligent damage. However, liability for damage caused by slight negligence and by assistants is excluded. This limitation of liability does not apply to damage resulting from loss of life or injury to limb or human health and to claims under the Product Liability Act.

5. Customer collateral

5.1. If the customer provides a security deposit, this serves as security for all claims of LeasePlan resulting from the business relationship. Claims from LeasePlan cannot be offset against the customer's claims from the security deposit before the end of the individual contract. After final settlement of the individual contract connected to the security deposit, the security deposit will be paid out if and insofar as the security deposit exceeds LeasePlan's claims against the customer.

5.2. In the event of a significant deterioration in the customer's financial situation or a change in the majority shareholder of the customer during the term of the individual contract, LeasePlan is entitled to request additional collateral for the remaining monthly lease interest and service rates.

5.3. If the customer makes a down payment, this is due immediately upon receipt of the relevant invoice, but in any event before delivery of the vehicle.

6. Planned contractual end and final settlement

6.1. With the customer's consent, LeasePlan has calculated the individual contract based on the agreed annual mileage. The customer receives notification of the end of the contract 4 months before the planned end of the contract. If the customer wants to continue using the vehicle afterwards, the individual con-



tract is recalculated, and a new contract end is determined after approval from LeasePlan. LeasePlan is free to not agree to this extension of the contract and to arrange for immediate return of the vehicle.

At the end of the term, vehicles financed by LeasePlan are recovered and the respective final invoice is made, which varies as follows depending on the product specified in the service agreement:

Only the provisions relating to EasyPlan (P), ComfortPlan (W) or FinancePlan (A) apply to the "second-hand leasing" product.

a.) ComfortPlan (W) and EasyPlan (P):

At the end of the individual contract, the effective additional or reduced kilometres compared to the charged kilometres are determined and credited or debited.

In contrast to ComfortPlan (W), there is no credit for extra kilometres with EasyPlan (P).

The difference between the billed and the actual costs of the non-cost-guaranteed services are determined after the end of the individual contract and credited or debited to the customer.

Any maintenance costs are also charged to the customer in the final invoice.

b.) PartnerPlan (O) and PartnerPlan Share (T):

The effective additional or reduced kilometres compared to the charged kilometres are determined at the end of the individual contract and credited or debited to the customer as part of the final settlement.

The differences between the calculated and effective costs of the non-cost-guaranteed services (fuel, replacement vehicle, ancillary costs) are determined and credited or debited to the customer as part of the final settlement.

Any maintenance costs are also charged to the customer in the final invoice.

For all individual contracts ended in the corresponding calendar year, the differences between the book value and the actual sales value, the differences between the calculated and actual service, maintenance and tyre costs and the charged or credited additional or reduced kilometres per vehicle are netted and the so-called final billing buffer is credited or debited.

If ten or more individual contracts have been terminated in a calendar year, a settlement is created in the second quarter of the following calendar year using the final settlement buffer and the resulting credit is reimbursed to the customer (PartnerPlan O). With Partner Plan Share (T), a percentage of the final billing buffer specified in the service agreement is paid out to the customer.

LeasePlan bears the risk of a negative balance of the final billing buffer for both products and there is no subsequent charge to the customer.

The balance of the final billing buffer is carried over to the next calendar year if fewer than 10 individual contracts have been terminated in the same calendar year. If the cumulative number of individual contracts ended is not sufficient in the following year,

settlement by means of the final billing buffer does not apply.

c.) FinancePlan (A)

Any additional kilometres compared to the calculated kilometres will be determined and debited upon termination of the individual contract. No credit will be given for a shortfall in kilometres travelled.

The difference between the billed and the actual costs of the non-cost-guaranteed services as per the service agreement are determined at the time of termination of the individual contract and credited or debited to the customer.

Any maintenance costs are also charged to the customer with the final invoice.

d.) PartnerPlan Recharge (H):

The difference between the billed and non-cost-guaranteed services is determined after the end of the individual contract and credited or debited to the customer.

The difference between the book value and the actual sales value and the difference between the offset and the actual service, maintenance and tyre costs are also determined at the end of the individual contract and credited or debited to the customer.

e.) OwnerPlan (N):

The difference between the billed and the non-cost-guaranteed services and the differences between the billed and the pre-calculated service, maintenance and tyre costs are determined at the end of the individual contract and credited or debited to the customer.

f.) ManagementPlan Recharge (J):

At the end of each individual contract, a final bill is drawn up taking into account the effective costs of the non-cost-guaranteed services.

The difference between the charged and the effective costs of the non-cost-guaranteed services is determined at the time of termination of the individual contract and credited or debited to the customer.

g.) FinancePlan Recharge (B):

The differences between the billed and non-cost-guaranteed services are determined at the end of the individual contract and credited or debited to the customer.

The difference between the book value and the actual sales value is determined at the end of the individual contract and credited or debited to the customer.

7. Early termination and final settlement

7.1. The individual contracts are calculated for the fixed duration of the contract chosen by the customer. Early termination of one or more individual contracts or the entire contractual relationship, except if this is by LeasePlan in the event of default by the customer, can only be effected in consultation with LeasePlan. A written agreement is required for a contract to be terminated by mutual agreement.



7.2. An individual contract is terminated prematurely if the customer dissolves it more than 30 days before the agreed end date of the individual contract. Early termination of the individual contract has a cost implication in accordance with GTC III, point 7.6 a.) - i.) and GTC III, point 7.7.

7.3. LeasePlan can terminate separate or all individual contracts without notice:

- a.) if the customer is in arrears with payment obligations towards LeasePlan and this delay in payment lasts longer than 30 days;
- b.) if the customer's financial situation deteriorates significantly (rating by Creditreform, balance sheet figures), insolvency proceedings are opened or applied for against the customer as well as judicial or extrajudicial probate proceedings; likewise if such events occur with a third party that provides security for the customer;
- c.) if the customer gives up their place of business or residence in Switzerland;
- d.) if the customer's financial situation deteriorates significantly (in particular if the customer is a legal person and is reduced to the mere company shell) or ceases its (operational) business;
- e.) if the customer, despite a written warning, does not cease significant violations of the framework contract and/or individual contract, or does not immediately remedy the consequences of such contractual violations;
- f.) if the customer provided significantly incorrect information when the contract was concluded or concealed facts that are likely to jeopardise LeasePlan's financial interests to a considerable extent;
- g.) if a legal relationship with the customer is no longer permitted due to legal provisions;
- h.) if the customer gives vehicles to third parties without LeasePlan's consent;
- i.) if the vehicle is stolen;
- j.) in the event of arrears in premium payments, i.e. the current insurance premiums for the vehicle are not transferred on time or in the prescribed amount.

In the event of a contract being terminated in accordance with points a.) to j.), the customer is obligated to compensate LeasePlan in full for the damage, to the extent of the benefit that LeasePlan would have received. The right to assert further damage remains reserved.

7.4. If, after theft, the vehicle is found again within the waiting period in accordance with the applicable insurance conditions, the customer can inform LeasePlan in writing, within three working days of receipt of the notification that the vehicle has been found, whether they want to continue the contractual relationship at the originally agreed conditions without interruption. The date that LeasePlan receives the decision is applicable for compliance with the deadline.

7.5. LeasePlan or the customer can terminate the individual contract in the event of destruction, write-

off or partial loss of the vehicle, or repair costs of more than 60% of the vehicle's current market value. If the vehicles are financed by LeasePlan, the customer must immediately deliver to LeasePlan all records and documents, as well as the license plate number of the vehicle, that are required to cancel the vehicle's registration.

7.6. Instead of termination without notice for the aforementioned reasons, LeasePlan is entitled to demand security for the remaining total monthly costs (remaining outstanding monthly leasing interest and service payments and other claims). If, in the event of a deterioration in their financial situation, the customer provides the security required by LeasePlan, they can request that LeasePlan continues with the framework contract and all individual contracts.

Depending on the service agreement, final settlement takes place in the event of early termination, taking into account the following components:

a.) ComfortPlan (W):

At the time of the end of the individual contract, the effective additional or reduced kilometres compared to the charged kilometres are determined and credited or debited.

The difference between the charged and the effective costs of the non-cost-guaranteed services is determined at the time of termination of the individual contract and credited or debited to the customer.

Any maintenance costs are also charged to the customer in the final invoice.

If the difference between the book value and the actual sales value is negative, the customer is charged.

The compensation position for early termination of the contract results from GTC III, point 7.7.

In the individual contract, the interest costs are calculated on the basis of the average capital. Since the average capital increases if the contract is terminated prematurely, the difference between the calculated interest costs and the newly incurred interest costs ("interest rate shift") is charged to the customer.

b.) EasyPlan (P):

The differences between the billed and the actual costs of the non-cost-guaranteed services are determined at the end of the individual contract and credited or debited to the customer.

Any maintenance costs are also charged to the customer in the final invoice.

If the difference between the book value and the actual sales value is negative, the customer is charged.

The compensation position for early termination of the contract results from GTC III, point 7.7.

In the individual contract, the interest costs are calculated on the basis of the average capital. Since the average capital increases if the contract is terminated prematurely, the difference between the calculated interest costs and the newly incurred interest costs ("interest rate shift") is charged to the customer.



c.) PartnerPlan (O):

The effective additional or reduced kilometres compared to the charged kilometres are determined at the time of the end of the individual contract and credited or debited to the customer.

The differences between the charged and the actual costs of the non-cost-guaranteed services are determined at the time of termination of the individual contract and credited or debited to the customer.

The balance of the differences between the book value and the actual sales value as well as the difference between the offset and the actual service, maintenance and tyre costs are determined and credited to the final settlement buffer if the balance is positive, or charged to the customer via the final settlement if the balance is negative.

The compensation position for early termination of the contract results from GTC III point 7.7.

In the individual contract, the interest costs are calculated on the basis of the average capital. Since the average capital increases when the contract is terminated prematurely, the difference between the calculated interest costs and the newly incurred interest costs ("interest shift") is charged to the customer.

d.) PartnerPlan Share (T):

The effective additional or reduced kilometres compared to the charged kilometres are determined at the time of the end of the individual contract and credited or debited to the customer.

The differences between the charged and the effective costs of the non-cost-guaranteed services are determined at the time of termination of the individual contract and credited or debited to the customer.

The balance of the differences between the book value and the actual sales value as well as the difference between the offset and the actual service, maintenance and tyre costs are determined and credited to the final settlement buffer if the balance is positive, or charged to the customer via the final settlement if the balance is negative.

The compensation position for early termination of the contract results from GTC III, point 7.7.

In the individual contract, the interest costs are calculated on the basis of the average capital. Since the average capital increases if the contract is terminated prematurely, the difference between the calculated interest costs and the newly incurred interest costs ("interest rate shift") is charged to the customer.

e.) FinancePlan (A):

Any kilometres additional to the calculated kilometres will be calculated and debited upon termination of the individual contract. No credit will be given for a shortfall in kilometres travelled.

The differences between the billed and the actual costs of the non-cost-guaranteed services are determined at the end of the individual contract and credited or debited to the customer.

Any maintenance costs are also charged to the customer in the final invoice.

If the difference between the book value and the actual sales value is negative, the customer is charged.

The compensation position for early termination of the contract results from GTC III, point 7.7.

In the individual contract, the interest costs are calculated on the basis of the average capital. Since the average capital increases if the contract is terminated prematurely, the difference between the calculated interest costs and the newly incurred interest costs ("interest rate shift") is charged to the customer.

d.) PartnerPlan Recharge (H):

The difference between the charged and the effective non-cost-guaranteed services is determined at the time of termination of the individual contract and credited or debited to the customer.

The difference between the book value and the actual sales value and the difference between the offset and the actual service, maintenance and tyre costs are determined at the end of the individual contract and credited or debited to the customer.

The compensation position for early termination of the contract results from GTC III, point 7.7.

In the individual contract, the interest costs are calculated on the basis of the average capital. Since the average capital increases if the contract is terminated prematurely, the difference between the calculated interest costs and the newly incurred interest costs ("interest rate shift") is charged to the customer.

e.) OwnerPlan (N):

The difference between the billed and the actual non-cost-guaranteed services and the differences between the billed and the pre-calculated service, maintenance and tyre costs are determined at the end of the individual contract and credited or debited to the customer.

The compensation position for early termination of the contract results from GTC III, point 7.7.

h.) ManagementPlan Recharge (J):

The difference between the charged and the effective costs of the non-cost-guaranteed services is determined at the time of termination of the individual contract and credited or debited to the customer.

The compensation position for early termination of the contract results from GTC III, point 7.7.

i.) FinancePlan Recharge (B):

The difference between the charged and the effective costs of the non-cost-guaranteed services is determined at the time of termination of the individual contract and credited or debited to the customer.

The difference between the book value and the actual sales value is determined and credited or debited to the customer.

The compensation position for early termination of the contract results from GTC III, point 7.7.

In the individual contract, the interest costs are calculated on the basis of the average capital. Since the average capital increases if the contract is terminated



ed prematurely, the difference between the calculated interest costs and the newly incurred interest costs ("interest rate shift") is charged to the customer.

7.7. In the event of early termination of one or more individual contracts, the final settlement also includes a compensation item additional to those listed under point III 7.6. a) - i). This compensation item is calculated as follows:

- during the first quarter of the contract period: 150% of a monthly rate
- during the second quarter of the contract period: 125% of a monthly rate
- during the third quarter of the contract period: 100% of a monthly rate
- during the fourth quarter of the contract period: 75% of a monthly rate

No additional compensation item will be owed less than 3 months before the contract expires or if you order a vehicle within 3 months of the termination of the contract.

IV. GENERAL

1. Assignment

Any assignment of the rights and claims to which the customer is entitled from the framework contract and/or the individual contract to third parties is excluded unless LeasePlan expressly consents to this in writing.

2. Data protection

2.1. In the course of the contractual obligations, different data (including personal data as per the applicable data protection laws) are collected, stored, used and processed. The contracting parties agree the following with regard to personal data:

- a) LeasePlan acts as the controller in the processing of personal data in connection with the execution and further development of the agreed service and
- b) the customer acts as the controller in the processing of personal data made available to LeasePlan by the customer's systems and applications.

LeasePlan and the customer, as the person responsible, must comply with the relevant data protection regulations in accordance with the applicable data protection laws in the currently valid version (in particular the Data Protection Act and its regulation or the General Data Protection Regulation).

2.2. If personal data is transferred to a country outside the European Economic Area (EEA) or Switzerland in the course of fulfilling the contractual obligations, the legal regulations apply to this transfer and, in addition, the regulations of the "LeasePlan Binding Corporate Rules (LeasePlan Privacy Policy for Clients, Suppliers and Business Partner Data)".

2.3. The customer expressly agrees that LeasePlan processes the customer's data from this business relationship with automated support. The customer is

responsible for forwarding (transmission) of this data in line with banking practice for the purpose of protecting creditors, assessing creditworthiness, assessing risk in order to check compliance with the provisions of financial market laws, money laundering regulations and sanctions legislation as well as fulfilling information obligations to the parent companies of LeasePlan and to the national banks or supervisory authorities. The customer agrees that their data from this business relationship may be transmitted from the parent company to the group companies and vice versa. The customer further acknowledges that their data from this business relationship may also be passed on by LeasePlan in electronic form to vicarious agents or procurement assistants. These third parties may only process the personal data in the way that LeasePlan itself is allowed to.

2.4. If data from third parties, such as drivers, is affected in connection with the execution of the contract, the customer must obtain their consent in accordance with the provisions of the applicable data protection law and the agreements made. By passing on the data, the customer confirms that they have obtained their prior consent and are entitled to pass on the data. LeasePlan is not obligated to check the admissibility of data usage. The customer shall indemnify and hold LeasePlan harmless from any claims by third parties. LeasePlan will treat all personal data transferred for the purpose of fulfilling the contract confidentially and in accordance with the legal data protection regulations in the currently valid version.

3. Written form

3.1. Written form within the meaning of these terms and conditions includes all notifications/information submitted to LeasePlan by letter, email and fax.

4. Subject to change and forms of publication

4.1. LeasePlan is entitled to change these terms and conditions. The customer will be informed of changes in writing. The changes are considered approved if the customer does not raise any objection in writing within one month after receiving information about the change (date of the postmark).

4.2. The current terms and conditions and the "Fair Wear and Tear" evaluation catalogue can be viewed by LeasePlan customers on the Internet at www.leaseplan.com.

5. Final provisions

5.1. These GTC form an integral part of all contracts concluded between LeasePlan and the customer. LeasePlan provides its services exclusively on the basis of these terms and conditions, such that statements by the customer to the contrary, even with reference to their own terms and conditions, are deemed not to have been made and accordingly do not become part of the contract even if LeasePlan does not expressly contradict such statements to the contrary.