

General Terms and Conditions of Select Car Lease B.V.

These General Terms and Conditions of the private limited company Select Car Lease B.V., registered in Montfoort with the Chamber of Commerce number 30204670, for car leasing will come into effect on the 1st of July, 2024.

These General Terms and Conditions are based on the original Dutch version. This translated version is provided for convenience and informational purposes only. In the event of any discrepancies or differences between the Dutch version and this translation, the Dutch version shall prevail. No rights can be derived from any potential errors or misinterpretations in the translation. Select Car Lease B.V. accepts no liability for any inaccuracies or issues arising from the translation of these terms and conditions.

DEFINITIONS

- **Delivery and Return Form:** The form used by SCL upon delivery and return of the car, providing information about the condition of the car and the mileage at the time of delivery and return.
- **APK:** The legally required vehicle inspection in Europe for promoting road safety and protecting the environment.
- **Car:** The agreed type of leased or to be leased car.
- **Cooling-off Period:** Agreements related to lease and short-lease services with SCL are excluded from the right of withdrawal. This means that there is no cooling-off period applicable to these agreements. The reason for this is that these services are provided for a specific period, where the planning and availability of vehicles and operational costs play a role. By agreeing to the lease or short-lease agreement, the lessee consents to these terms and acknowledges that the right of withdrawal is not applicable.
- **Driver:** The agreed person(s) authorized to drive the car during the lease, generally the lessee, unless otherwise agreed by the parties.
- **Deposit:** An amount paid by the lessee equivalent to the agreed lease amount for two months, which SCL receives as a form of guarantee for timely fulfillment of payment obligations by the lessee.
- **Lessee:** The party entering into, intending to enter into, or having entered into the lease agreement with SCL.
- **Minor Repairs:** Repairs and maintenance for which the lessee is responsible, such as tire replacement and repairs up to a maximum of €150 per repair.
- **Lease:** SCL provides the agreed car to the lessee for the agreed period under these terms and conditions.
- **Lease Agreement:** The written or electronic document detailing the agreements and terms between SCL and the lessee.
- **Lease Period:** The agreed duration of the lease agreement.
- **Excess Kilometers:** Kilometers driven in excess of the agreed number for a certain period.
- **Excess Kilometer Price:** The price per excess kilometer that the lessee must pay in addition to the agreed lease amount.
- **Parties:** SCL and the lessee together.
- **SCL/Select Car Lease B.V.:** The leasing company with which the lessee has entered, intends to enter, or will enter into a lease agreement.
- **Total Loss:** Costs of repairing all damage to the car exceed the car's value immediately before the damage, minus the value of the damaged car, or repair is technically not feasible.
- **Tracker:** Each car is equipped with an advanced GPS vehicle tracking system with start-stop interrupt, providing SCL with insight into the car's exact location, driving behavior, and accurate mileage registration.
- **Government-imposed Sanctions:** All sanctions, measures, and compensations imposed by the government on SCL, such as traffic fines based on the Dutch Road Traffic Act 1994.

Article 1: Applicability of General Terms and Conditions and Subsequent Amendments

- A. These general terms and conditions apply to all offers, assignments, orders, order confirmations, contract specifications, and agreements related to car leasing.
- B. Deviating provisions from these general terms and conditions apply only if agreed in writing by the parties.
- C. Upon concluding the lease agreement, SCL declares that the most recent version of these terms and conditions applies.
- D. The applicability of any general terms and conditions of the lessee is expressly rejected.

Article 2: Formation of the Lease Agreement and Subsequent Amendments

- A. Each offer from SCL includes at least a date and an expiration date for the offer.
- B. Each assignment confirmation from SCL contains the main elements of the lease agreement, including: car type/class, lease purpose, agreed annual mileage, lease period in months, monthly lease rate (excl. VAT), and the amount of the deposit.
- C. The lease agreement is concluded only when the lessee has signed the assignment confirmation and SCL has confirmed this signature in writing or has executed the lease agreement. Until both conditions are fulfilled, SCL may amend or withdraw the offer.
- D. Upon concluding the lease agreement, the lessee declares that the driver is at least 18 years old and has held a valid Dutch driving license for at least one year.
- E. After concluding the lease agreement, SCL will reserve the car described in the assignment confirmation.
- F. The lease agreement can be amended at any time during the lease period if the parties agree to such changes in writing.

Article 3: Duration of the Lease Period

- A. The lease is entered into for at least the duration agreed in the lease agreement but can be extended by mutual agreement of the parties.
- B. The lease period begins on the day agreed in the lease agreement.
- C. In these terms, a month is set at 30 days, regardless of the exact calendar month. Any excess or short days will be settled at the end of the lease agreement.

Article 4: Actual Transfer of the Car to the Lessee

- A. SCL will transfer the use of the car to the lessee on the agreed day, time, and location in one of the following ways:
 - i. The lessee can pick up the car at SCL in Woerden, after signing the delivery form for receipt and the car's condition; or,
 - ii. The lessee can have the car delivered to a designated location using the pick-up and drop-off service as described in Article 9. SCL will charge the associated transport costs to the lessee. If the car is not immediately received by or on behalf of the lessee upon delivery, there will be an envelope in the car with a delivery form outlining the car's condition as released by SCL in Woerden. The lessee can report any comments on the delivery form within 24 hours by phone or email to SCL. If the lessee makes no report within 24 hours, SCL will assume the car's condition as per the delivery form.
- B. If the lessee does not pick up the car on the agreed day at SCL or wishes to cancel the lease agreement before the car is delivered, the lessee will compensate SCL for all resulting financial disadvantages, including the compensation as stated in Article 7 and storage costs.
- C. The pick-up and delivery service is offered by SCL as an additional service to the lessee. The actual transfer of the vehicle takes place at the SCL location. From the moment of transfer, as documented in the delivery form, all driven kilometers and consumed fuel are at the lessee's expense. This means that all costs associated with the use of the vehicle, including but not limited to fuel costs and any other usage-related expenses, must be borne by the lessee from the moment of transfer.

Article 5: End of Lease Period

- A. The lessee must return the car at the end of the lease period on the agreed day at SCL's address (Middellandse Zee 5, 3446 CG, Woerden), unless otherwise agreed by the parties.
- B. The lessee must notify SCL in writing at least 10 days before the end of the regular lease period if they wish to extend the lease agreement.
- C. The lease agreement can be extended for a new fixed term (longer than one month) or for an indefinite period on a monthly basis until the agreement is legally terminated. For extensions on a monthly basis, the lessee has a 10-day notice period.

Article 6: Early Termination by SCL

- A. SCL has the right to unilaterally terminate the lease agreement early and reclaim the car without notice or judicial intervention in the following cases:
- i. If the lessee causes damage to other cars or property that cannot be recovered from third parties;
 - ii. If the lessee fails to meet the payment obligations or other obligations from the lease agreement (on time);
 - iii. If the lessee does not use and/or maintain the car properly, acts contrary to the agreed purpose, and existing laws and regulations. This can be evidenced by the number of traffic violations and/or fines, negligent maintenance of the car, and an excessive number of kilometers driven beyond the agreed amount;
 - iv. In the event of the lessee's death, placement under guardianship, debt restructuring, debt assistance, application for suspension of payments or bankruptcy, relocation abroad, government requisition of the car, seizure of the vehicle, or other circumstances occurring after the lease agreement that SCL was not aware of when entering the agreement and would have affected SCL's decision to enter the agreement (under the same conditions).
- B. SCL is also entitled to deactivate the car using the start-stop interrupt feature in the tracker in the cases regulated in Article 6.A.
- C. Upon early termination by SCL, the lessee must cooperate in returning the car to SCL. SCL is not liable for any damage caused by the early termination of the lease agreement. SCL retains the right to compensation for any costs, damages, and interest if the lessee fails to meet their obligations under the lease agreement fully and/or on time.

Article 7: Early Termination by Lessee

- A. The lessee has the right to unilaterally terminate the lease agreement early, subject to the compensation specified in Article 7.B, with a notice period of 30 days. For an extended agreement with monthly terms, a notice period of 10 days applies.
- B. Upon early termination by the lessee, SCL will be compensated as follows:
- i. 50% of the due payments for 1-5 remaining monthly lease amounts;
 - ii. 40% of the due payments for 6-11 remaining monthly lease amounts; and,
 - iii. 30% of the due payments for 12 or more remaining monthly lease amounts; and,
 - iv. the remaining monthly amount for an extended lease agreement with monthly terms.
- C. Upon returning the car, SCL will assume the car's condition as stated in the return form. Any additional documents describing the car's condition—such as those from the pick-up and drop-off service—are expressly rejected by SCL.
- E. If the lessee cancels the lease agreement before the commencement date of the already agreed upon agreement, a penalty clause will apply. This penalty amounts to 50% of the monthly installment, with a minimum amount of €250, excluding VAT. This penalty is payable to compensate for the costs incurred and lost income by SCL.

Article 8: Returning the Car to SCL

- A. The lessee must return the car at the end of the lease period on the agreed day and location to SCL.
- B. The lessee must notify SCL at least 10 working days before the end of the regular or extended lease period of the day they wish to return the car.
- C. The lessee may return the car outside SCL's regular opening hours only with SCL's permission. If the lessee returns the car outside office hours, they remain liable for any damage until SCL has received and inspected the car. In such cases, the lessee agrees that the return form will be signed unilaterally by SCL. The lessee may request a copy of the return form afterward.

D. SCL determines the number of kilometers driven based on the car's odometer. If the odometer malfunctions before SCL has received the car, the lessee must immediately notify SCL by phone or email. SCL also has reliable mileage registration of the car via the advanced GPS vehicle tracking system (tracker).

E. In the event of mileage fraud, the lessee will be held liable for the damages incurred, with a minimum of €3,000 (excl. VAT). This also includes tampering with the GPS vehicle tracking system described in Article 8D.

F. At the end of the lease, the lessee must fulfill the following specific obligations:

- i. Undo any modifications made to the car at their own expense;
- ii. Return the car in a clean state, failing which SCL will charge cleaning costs with a minimum of €50 and a maximum of €150 (excl. VAT);
- iii. Return the car in an undamaged state, failing which SCL will charge the actual costs of repairs with a maximum of €450 (excl. VAT) per damage case;
- iv. Return the car with a full tank, failing which SCL will charge refueling costs with a minimum of €10 (excl. VAT) and €10 (excl. VAT) for handling;
- v. Pay a penalty of €250 (excl. VAT) if SCL is forced to collect the car because the lessee cannot or will not return it; and, vi. Pay a penalty of €350 (excl. VAT) for not returning or sending back the car keys.

Article 9: Pick-up and Drop-off Service

A. The lessee may use a pick-up and/or drop-off service at their own expense to collect the car at the start of the lease and/or return it to SCL at the end of the lease.

B. By using the pick-up and/or drop-off service, the lessee agrees that there may be unilateral delivery and/or return reports.

Article 10: Lease Price and Adjustments

A. The lease is entered into for the minimum rate agreed in the lease agreement.

B. SCL may adjust the lease price during the lease term if:

- i. Insurance premium costs change;
- ii. Government levy costs change; and,
- iii. Maintenance and repair costs change by 5% or more from the lease's start date or the previous adjustment date. SCL uses CBS index figures for this.

C. The adjusted lease price will take effect on the first day of the month following the change in circumstances as described in Article 10.B.

D. The lease price consists of the following components, based on the price level at the time of concluding the lease agreement:

- i. Depreciation of the car and accessories;
- ii. APK;
- iii. Insurance premium, including insurance tax;
- iv. Government levies (such as road tax and registration costs);
- v. Necessary maintenance and repair costs, excluding minor repairs (defined in the definitions) and tires;
- vi. Administration and management fees; and,
- vii. The estimated number of agreed kilometers driven with the car.

Article 11: Payment of Lease Price, Other Costs, and Deposit

- A. For the lease price and other costs owed by the lessee to SCL, the lessee will provide a SEPA mandate to SCL. With this SEPA mandate, SCL is authorized to debit the amounts owed by the lessee from the bank account provided by the lessee. The lessee will ensure sufficient funds in the account.
- B. The periodic payments owed under the signed lease agreement must be paid in advance by the lessee.
- C. Invoicing of monthly installments occurs in the last week of the preceding month.
- D. C. It is possible for the lessee to make payments via credit card. All costs associated with the use of the credit card, including transaction fees, currency exchange fees, and any other fees imposed by the credit card company, are entirely at the lessee's expense. SCL is entitled to pass these costs on to the lessee. By using the credit card as a payment method, the lessee agrees to the payment terms and any additional costs associated with it.
- E. Monthly installments are debited on the 27th of the preceding month.
- F. The lessee's payment obligation begins at the start of the lease and continues until the end of the lease period.
- G. The lease amount for part of the month is calculated proportionally.
- H. The lessee is responsible for all costs dependent on the car's use during the lease. These include, but are not limited to:
- i. Fuel costs;
 - ii. Parking fees;
 - iii. Fines;
 - iv. Tolls;
 - v. Cleaning costs;
 - vi. Costs for updating the car's navigation system;
- I. SCL will charge the lessee for any additional costs incurred per the lease agreement and/or general terms. The lessee has no right to offset, discount, or compensate for any way.
- J. The payment term for additional costs as defined in Article 11.E is eight (8) days after the invoice date.
- K. In case of administrative, civil, or criminal seizure of the car, the lessee remains responsible for fulfilling their payment obligations under the lease agreement (including paying the lease price) until the vehicle is returned to SCL free of seizures. The lessee will fully indemnify SCL for any costs resulting from seizure.
- L. The lessee acknowledges that there must always be sufficient funds in their account.
- M. If the lessee does not pay SCL on time, SCL may charge the following:
- i. An administrative penalty of €45 (excl. VAT);
 - ii. Reasonable costs for hired lawyers, bailiffs, and third parties based on the scale in the Decree on Compensation for Extrajudicial Collection Costs; and,
 - iii. Statutory (commercial) interest on the payment arrears. M. If the lessee has payment arrears, payments made by the lessee will first be used by SCL to settle the owed interest and costs and then to settle payable invoices. SCL will use the lessee's payments to settle invoices in chronological order. A statement from the lessee that a payment relates to a later invoice does not change this.
- N. If SCL charges payments due from a party other than the lessee at the lessee's request, the lessee remains responsible for all payment obligations under the lease agreement.
- O. The lessee must pay a deposit equivalent to two months' agreed lease amount before the car is delivered.
- P. SCL will settle the deposit at the end of the lease through a final invoice. In case of damage, SCL is entitled to retain the deposit until it is clear that the extent of the damage does not exceed the amount of the deposit, after which SCL will return the deposit minus the deductible amount for damages.
- Q. SCL will return the deposit three (3) weeks after the termination of the lease agreement to the lessee's known account.
- R. In case of liquidation, bankruptcy, or suspension of payments by the lessee, the lessee's payment obligations become immediately due.

Article 12: Excess Kilometers: Settlement and Penalty

- A. If the mileage registration shows that more kilometers were driven during the lease than agreed, SCL will charge excess kilometers at a rate of €0.09 (excl. VAT) per kilometer, unless otherwise agreed by the parties.
- B. If the mileage registration shows that an excessive number of kilometers was driven during or at the end of the lease, SCL reserves the right to charge the lessee a penalty to compensate for the depreciation of the car due to the excessive mileage.
- C. In case of external replacement transportation, the lessee must adhere to SCL's daily mileage limits and general terms. Any additional costs incurred during the use of external replacement transportation (such as excess mileage, damages, or fines) will be charged by SCL to the lessee.
- D. SCL is entitled to request the mileage reading from the lessee during the lease term and, based on this, make contractual adjustments or terminate the lease agreement with immediate effect.
- E. The lessee is not entitled to compensation for fewer kilometers driven than agreed.

Article 13: Maintenance and Repairs

- A. SCL will provide and maintain the agreed car to the lessee during the lease period.
- B. SCL is responsible for the maintenance and repair of the car, except for:
 - i. Minor repairs and maintenance, which are the responsibility and risk of the lessee;
 - ii. The lessee's failure to prevent and/or rectify defects and allowing maintenance intervals to lapse without offering the car for maintenance to SCL.
- C. Maintenance and/or repair work will generally be performed in SCL's garage. If this is not possible, the work will be done by a garage within SCL's network.
- D. If a replacement car is needed during repairs, SCL will provide a car to the lessee, taking into account the type of car leased. SCL is not obligated to provide an equivalent replacement car.
- E. The lessee is responsible for the cost of replacement transportation for repairs and/or maintenance that can be completed within 24 hours.
- F. SCL is responsible for the cost of replacement transportation for repairs and/or maintenance exceeding the first 24 hours. G. SCL will periodically inspect and maintain the car.

Article 14: Obligations of the Lessee

- A. The lessee must pay the amounts due during the lease on time and use and maintain the car carefully. The car must be used according to the agreed purpose, manufacturer instructions, and applicable laws and regulations.
- B. The lessee must impose all obligations and prohibitions on the driver, passengers, and other users of the car and ensure they comply.
- C. The lessee must fulfill the following obligations during the lease period:
 - i. Refuel with the appropriate fuel;
 - ii. Check and maintain tire pressure and the levels of oil, coolant, brake, and windshield washer fluid at least monthly according to applicable regulations (including the car's manual);
 - iii. Timely maintenance of minor repairs;
 - iv. Keep the car clean inside and out;
 - v. Secure any cargo in the car adequately;
 - vi. Ensure all drivers of the car hold a valid driving license in the Netherlands, the required authority, and physical and mental capability to use the car carefully;
 - vii. Immediately inform SCL by phone or email if the car leaves the control of the lessee or a designated driver; and,
 - viii. Offer the car to SCL for periodic inspections, control, and maintenance.
- D. In the event of an incident that may result in damage, the lessee must immediately:
 - i. Notify SCL by phone or email;

- ii. Follow all instructions from SCL;
- iii. Provide all information and documents related to the incident to SCL and/or its insurer without delay;
- iv. Provide a fully completed and signed damage report form to SCL within 24 hours; failure to do so allows SCL to charge the actual repair costs to the lessee;
- v. Not acknowledge any liability in any way;
- vi. Protect the car from further damage or loss by leaving it carefully;
- vii. Fully cooperate with SCL or designated parties for damage compensation or defense against third-party claims.

E. In the event of theft or loss of the car, the lessee must immediately:

- i. Notify SCL by phone or email;
- ii. Report the incident to the police; and,
- iii. Provide SCL with a completed damage form and a copy of the police report within 48 hours.

Article 15: Prohibitions for the Lessee During the Lease

A. During the lease, the lessee is prohibited from:

- i. Selling the car;
- ii. Alienating, pledging, renting, or otherwise encumbering the car without SCL's prior written consent;
- iii. Giving the car to third parties or using it for purposes other than agreed;
- iv. Losing or damaging car parts;
- v. Transferring rights and/or obligations from the lease agreement to third parties, as well as binding or giving the appearance of binding SCL to third parties;
- vi. Making changes to the car without SCL's prior written consent;
- vii. Using the car for races, speed, skill, or reliability tests, and driving lessons;
- viii. Taking the car outside the borders of the European Union, unless otherwise agreed in writing by the parties;
- ix. Using the car with damage and/or defects that may worsen its condition or compromise traffic safety; and,
- x. Committing odometer fraud. In case of violation, the lessee will pay SCL a penalty of €3,000 (excl. VAT) without prejudice to SCL's right to compensation for the damage suffered.

Article 16: Lessee's Liability and Deductible

A. The lessee is liable for all damage, claims, and demands arising from the lease resulting from their actions and/or omissions.

B. The lessee is liable for all damage, claims, and demands arising from the lease resulting from the actions and/or omissions of the driver, passengers, and other persons using or having access to the car. If the actions and/or omissions of third parties do not have the lessee's consent, the lessee's liability remains unaffected.

C. The lessee is liable for all government-imposed sanctions (including traffic fines) on SCL arising from the lease. The lessee will indemnify SCL upon first request, with SCL charging all associated collection costs with a minimum of €15 (excl. VAT) to the lessee. SCL may transfer government-imposed sanctions to the lessee's name in case of a lease period of 3 months or less.

D. If no damage description of the car is drawn up between the parties on the delivery form or elsewhere, it is assumed that the lessee received the car from SCL in an undamaged state.

E. According to the insurance conditions, the lessee is liable for compensating the entire book value of the car to SCL in case of car embezzlement. As a result, the lease agreement will continue until the full compensation is made.

F. If a deductible is agreed upon between the parties, the lessee's liability per damage case is limited to the deductible amount unless the damage is caused by:

- i. The lessee's actions/omissions in violation of obligations and prohibitions in these general terms and conditions;
- ii. Using the car on unsuitable terrain;

- iii. Intent, gross negligence, or damage with the lessee's consent (including intentional, unlawful actions and/or omissions by the lessee);
- iv. Renting the car to third parties without SCL's prior consent;
- v. An incident not covered by the car's Liability Insurance; the lessee can request the policy conditions from SCL;
- vi. Loss of the vehicle and/or the vehicle keys and/or the vehicle documents (such as the registration certificate and border documents) and/or not using the alarm system;
- vii. Transporting, storing, loading, and/or unloading hazardous substances; and,
- viii. Driving under the influence of drugs and/or alcohol.

G. An insurance or other compensation does not affect the lessee's liability as set out in this article.

H. If damage results from any disadvantage caused with or by the vehicle, the extent of the damage is determined based on provided compensations, plus any other damage(s) to SCL.

I. Damage due to non-rentable days of the car is determined in advance by the number of days needed for repair or replacement of (parts of) the car, multiplied by the daily lease rate, minus 10% of the daily lease rate due to savings on variable costs.

J. If the car is abroad, the repatriation costs are borne by SCL unless there is a violation of any of the general terms.

K. Unless otherwise agreed in the lease agreement, SCL applies the following deductibles:

- i. Liability damage: €450;
- ii. Comprehensive damage: €450;
- iii. Theft: €1,000, provided the lessee can supply the original key to SCL. If the lessee cannot provide the original key, the full market value of the car will be charged to the lessee;
- iv. Total Loss damage: €1,500;
- v. Damage caused by drivers 24 years old or younger: €1,500.

Article 17: Lessee's Qualitative Liability

A. If the driver, passengers, and/or other users of the car comply with the obligations and prohibitions in these general terms and conditions, the lessee is liable for any resulting damage, claims, or demands.

Article 18: Applicable Law and Dispute Resolution

A. Dutch law applies to every lease agreement between the parties, unless mandatory law dictates otherwise.

B. Contrary to the rules of jurisdiction of the civil court, any dispute between the parties arising from the lease agreement will be resolved by the court in Utrecht if the court is competent. However, SCL remains entitled to summon the lessee before the competent court according to the law or applicable international treaty.