

## GENERAL TERMS AND CONDITIONS OF OPERATIONAL LEASING (DIRECTLEASE PRIVATE LEASE)

Date: XX

Between the signatories:

- I. **DirectLease NV**, with its registered office at Noordersingel 19, 2140 Antwerp and with company number 0866.670.452 (RPR Antwerpen, div. Antwerp), hereby validly represented by Erwin Coesens, Country Manager Directlease Belgium, hereinafter referred to as 'DirectLease', and
  - II. **Name, First name**, born in XX on XX and residing in XX, national registration number: XX
  - III. **Name, First name**, born in XX on XX and residing in XX, national registration number: XX
- Hereafter referred to jointly as well as separately as the 'Lessee'.

### 1. Long-term operating lease/Lease agreement

- 1.1. The Lessee enters into a long-term operating lease/Lease agreement for a Vehicle with DirectLease by accepting and signing these General Terms and Conditions, on the one hand, and an Order/Contract Confirmation with appendices, on the other hand. The Order/Contract Confirmation and the General Terms and Conditions combined constitute the Lease agreement.
- 1.2. If the Lessee wishes to enter into a Lease agreement, the Lessee must follow the necessary steps on the DirectLease website, where he/she will be asked to fill in and attach various pieces of information (personal details, data on solvency, the chosen Vehicle, the term of the Lease agreement, an estimate of the number of kilometres, etc.).
- 1.3. Unless agreed otherwise, the Lessee must, as a condition for the Lease agreement, pay the Lease price and any additional costs owed (such as excess mileage, costs of return, damage or personal contribution) via direct debit. To this end, the Lessee must sign the mandate that is attached to the Order/Contract Confirmation.
- 1.4. Directlease may, where appropriate, condition the formation of the Lease agreement on the payment of a deposit of three monthly Lease fees into the account of DirectLease as stated in the Order/Contract Confirmation. At the end of the Lease period, after returning the Vehicle, this deposit will be deducted from the amount that the Lessee owes DirectLease at that time. If a credit amount remains after this settlement, it will be refunded to the Lessee. If, after the settlement, it appears that the guarantee was insufficient to settle the amounts owed, the Lessee must immediately pay the difference to DirectLease. Additionally, it may be agreed in the Order/Contract Confirmation that the Lessee owes a down payment/ an advance. This down payment / advance constitutes part of the Lease price and is due immediately. It is definitively acquired by DirectLease, irrespective of breach or (early) termination of the Lease Agreement.
- 1.5. The Lease agreement is only concluded after the Lessee has met the aforementioned conditions and after all of the documents requested from the Lessee are complete and have been approved by DirectLease. DirectLease confirms the fulfilment of these conditions by countersigning the Order/Contract Confirmation signed by the Lessee, after which it will be returned to the Lessee. With the exception of the right of withdrawal period of fourteen days relating to distance sales, the Lease agreement is final and binding as of this moment.
- 1.6. The Vehicle leased to the Lessee by DirectLease, the duration of the lease period, the maximum mileage, the monthly Lease price and the other conditions are described in more detail in the Order/Contract Confirmation. After conclusion of the Lease agreement, the Vehicle will be ordered by DirectLease.
- 1.7. The Lessee does not have a purchase option at the end of the Lease period.

### 2. The Lease period

- 2.1. The duration of the lease (the Lease period) is stated in the Lease agreement. The Lease period commences at the time of delivery of the Vehicle/date of signature of the acknowledgement of receipt. The Lease agreement ends automatically at the end of the Lease period.
- 2.2. If the Lessee wishes to continue leasing the Vehicle at the end of the originally agreed Lease period, this is only possible with the prior agreement of DirectLease, after which an amendment to the Lease agreement will be drawn up.

### **3. Delivery, conformity and defects of the Vehicle**

- 3.1. Unless otherwise agreed, the Vehicle will be delivered to the Lessee at the location of the seller/supplier where the Vehicle was ordered. An indicative delivery period will be communicated to the Lessee by DirectLease.
- 3.2. DirectLease is not responsible for any late or non-delivery of the Vehicle or of certain documents and/or data, unless the non-delivery is clearly the result of an error on the part of DirectLease. As soon as DirectLease becomes aware of any late delivery, it will inform the Lessee thereof in writing. Except in the case of force majeure on the part of the seller/supplier or on the part of DirectLease, the Lessee has the option of terminating the Lease agreement without notice or compensation if the delivery of the Vehicle is delayed by six months or more compared to the initially anticipated delivery date. In this case, the Lessee must submit the contract termination by means of a registered letter sent within a period of fourteen days after DirectLease has notified the Lessee that the delivery has been delayed by six months or more. After the expiry of this period, the Lessee can no longer invoke this provision.
- 3.3. Upon delivery of the Vehicle, the Lessee must sign an acknowledgement of receipt. By signing this acknowledgement of receipt, the Lessee confirms that the Vehicle that has been made available to him/her is in good condition, complies with the Lease agreement and thus meets the specifications stipulated by the Lessee. Furthermore, by signing the acknowledgement of receipt, the Lessee confirms that he/she found the Vehicle to be ready for use, that it did not show any (visible) defects and that the accompanying Vehicle documents (including the registration certificate in the name of DirectLease), equipment and original keys (the number of which is stated on the acknowledgement of receipt) are present and have been received.

### **4. The Lease price**

- 4.1. The Lessee owes a monthly Lease fee/Lease price to DirectLease. The costs and services that are included in the Lease price are described in the Order/Contract Confirmation. These costs and services include in any event:
  - the provision of the Vehicle as part of a long-term operating lease/Lease agreement,
  - third-party liability insurance and legal aid,
  - a claims management fee with a personal contribution: the payment of repairs due to accidents, fire, theft, vandalism or glass breakage is carried out by DirectLease's Own Damage Provisions Service, subject to payment of a personal contribution for the losses by the Lessee,
  - legal taxes, Vehicle Registration Tax, annual road tax,
  - registration of the Vehicle,
  - technical inspection costs,
  - repair and maintenance based on normal use of the Vehicle,
  - replacement of summer tyres,
  - DirectLease Assistance inland (Belgium).Additional costs and services may be included in the Order/Contract Confirmation, such as: a replacement Vehicle in the event of immobilisation after 24 hours, DirectLease Assistance abroad, driver's insurance, all-season tyres or a protection plan. Fuel, on the other hand, is never included in the Lease price.
- 4.2. All amounts stated in the Lease agreement are inclusive of VAT, but exclusive of any other tax or contribution, however named, which may be or become due, unless expressly stated otherwise in the Lease agreement.
- 4.3. The Lease price is calculated by DirectLease on the basis of the investment value of the Vehicle, the annual mileage estimated by the Lessee, the monthly fixed costs per kilometre, the Lease period of the Vehicle, any insurance costs and the costs and expenses that, according to the Order/Contract Confirmation, form part of the Lease price.
- 4.4. As the Lease price is based on the cost price of the Vehicle and the associated costs and services as at the order date of the Vehicle, the Lease price may change if the cost price of the Vehicle and/or associated services change due to circumstances beyond the control of DirectLease, in particular:
  - Prior to delivery of the Vehicle/the start of the Lease period: additional accessories or changes to the Vehicle at the request of the Lessee or an increase in taxes.
  - During the Lease period: In the event of legal and/or fiscal changes during the term of the Lease agreement (such as Vehicle Registration Tax, annual road tax or any other legal and/or fiscal change), the Lease price will be adjusted proportionally, even after the commencement of the Lease period, but only if these cost components form part of the Lease price. The Lease price will be increased by the amount owed by DirectLease, as owner of the Vehicle, in respect of current and/or future direct and/or indirect tax burdens, unless these charges have already been invoiced separately to the Lessee.

## **5. Payment and late payment of the Lease price**

- 5.1. The monthly Lease price is payable in advance on the first day of the relevant month. The first Lease price (if necessary pro rata the number of days of the first month) is payable after delivery of the Vehicle. Other amounts due must be paid within fourteen days of the invoice date at the latest. Invoices will be sent to the e-mail address that is known.
- 5.2. Payments for part of a month will be calculated *pro rata temporis*.
- 5.3. The Lessee shall pay the Lease price and all other costs and expenses due under the Lease agreement punctually. All these amounts are paid by direct debit from the Lessee's bank account/ SEPA European direct debit, for which the Lessee has granted an irrevocable power of attorney to DirectLease (by signing a SEPA mandate). To this end, the Lessee is obliged to communicate a bank account in his name (again if necessary) and to ensure that there is sufficient balance in this account. Two weeks before the direct debit is presented to the bank, the Lessee will receive an electronic invoice specifying the amount to be paid. If the Lessee objects to an invoice in writing within five days of receipt, the direct debit relating to that invoice will not be presented to the bank. The aforementioned direct debit authorisation does not affect the Lessee's payment obligation as such, i.e. even in the event that it is not possible to make the payment using the authorisation, the amounts remain due. The cancellation of the contractually obligatory direct debit will be regarded as a contractual default on the basis of which DirectLease can dissolve the Lease agreement without judicial intervention at the expense of the Lessee.
- 5.4. If possible, DirectLease will send all invoices electronically to the Lessee.
- 5.5. For each overdue invoice, one reminder will be sent free of charge, allowing 14 calendar days to pay the invoice. In case the reminder is sent by letter, an additional 3 working days will be taken into account. If the late payment relates to monthly Lease price, a free reminder will only be sent for three past due Lease Price invoices. After the aforementioned deadline, the following charges may be applied:
  - Late payment interest, which cannot exceed the interest rate set at eight percentage points envisaged in Article 5, second paragraph, of the Law of 2 August 2002 on combating late payment in commercial transactions. Currently, this corresponds to 10.5%.
  - A fixed compensation amounting to:
    - o 20 euros if the remaining amount is less than or equal to 150 euros;
    - o 30 euros increased by 10% of the amount due for the range between 150.01 and 500 euros if the balance due is between 150.01 and 500 euros;
    - o 65 euros increased by 5% of the amount due for the portion exceeding 500.01 euros with a maximum of 2,000 euros if the balance due is above 500 euros.
  - Reminder and postage fees for sending reminders. A cost of 7.5 euros is charged per reminder. The actual postage cost per reminder is also charged.

A similar arrangement is provided if DirectLease fails to repay any amount to the Lessee when credit notes are issued. In the event the Lessee still owes any amount to DirectLease, the credit note will be compensated.

- 5.6. Non-payment or late payment of any amount owed by the Lessee constitutes a breach of the contractual obligations of the Lessee. In the event of the non-payment or late payment of at least two monthly Lease fees, excess mileage, fines, amicable settlements, fees, towing costs, etc DirectLease is entitled to terminate the Lease agreement without judicial intervention on the part of the Lessee, insofar the Lessee leaves a registered notice of default in this respect without (useful) effect for a period of 14 days.

## **6. Settlement excess mileage**

- 6.1. The Lessee estimates the number of kilometres he/she will drive per year as accurately as possible, which is then referenced by DirectLease on the Order/Contract Confirmation.
- 6.2. At the request of DirectLease, the Lessee will provide the mileage of the Vehicle. When the contractually determined maximum mileage has been reached, the Lessee will immediately inform DirectLease in writing.
- 6.3. Defects in the odometer must be reported to DirectLease in writing within 24 hours of their discovery. The number of kilometres driven up to the repair of the odometer will be reasonably and fairly estimated between the Parties on the basis of data to be demonstrated by the Lessee. If the Parties do not agree, the determination will be made by an independent expert appointed jointly by the Parties.
- 6.4. Every year, on the anniversary of the Lease agreement, a settlement will be made based on the actual number of kilometres driven in relation to the annual mileage stipulated in the contract. If the Lessee has travelled more kilometres with the Vehicle than contractually foreseen, the excess mileage will be charged to the Lessee at the rate stated in the Order/Contract Confirmation.
- 6.5. At the end of the Lease agreement, DirectLease will draw up a final mileage statement. If the Lessee has travelled more kilometres with the Vehicle than contractually anticipated, the excess mileage will be charged to the Lessee at the rate stated in the Order/Contract Confirmation. If, on the other hand, the Lessee

has travelled fewer kilometres than provided for in the contract, DirectLease will not reimburse the lower mileage. Nevertheless, if the Lessee has paid a fee for extra kilometres in an interim mileage statement, but it appears that the Lessee has travelled fewer kilometres than contractually provided for over the entire term of the Lease agreement when the Lessee terminates the Lease agreement, the Lessee will be refunded the additional mileages paid for up to the contractually provided for mileage, and at the rate stated in the Order/Contract Confirmation.

- 6.6. In the event of early termination of the Lease agreement, this mileage will be settled pro rata temporis on the date of termination of the Lease agreement based on the actual number of kilometres driven.

## **7. Ownership of the Vehicle and prohibition of sub-leasing**

- 7.1. The Vehicle is and remains the exclusive property of DirectLease. The Lessee may not, without the express written consent of DirectLease, offer for sale, sell, pledge, etc. the Vehicle (or its parts).
- 7.2. In the event of seizure or other confiscation or operational measures by which a third party claims or could claim the Vehicle or its market value, the Lessee and/or the driver will immediately and at the latest within 24 hours inform those concerned verbally and in writing about the exclusive property rights of DirectLease. The Lessee will also inform DirectLease of this verbally and in writing within 24 hours. The Lessee will, at his own expense, take the necessary measures to safeguard the ownership rights of DirectLease. DirectLease can also take the measures necessary for the protection of its rights, and this at the expense of the Lessee. The Lessee hereby authorises DirectLease to take these measures, if necessary, in the name and at the expense of the Lessee. Should the Vehicle be sold or confiscated despite judicial opposition, the Lessee is obliged to compensate DirectLease for the full damage suffered by it.
- 7.3. The Lessee may not sublet the Vehicle or allow it to be used by third parties in any other way, without the express written consent of DirectLease.

## **8. Modifications to the Vehicle**

- 8.1. The Lessee may not change the nature, purpose or interior of the Vehicle.
- 8.2. Adding additional accessories and making improvements or changes to the Vehicle (such as changes to the mechanics or bodywork, fitting a tow bar, advertising, etc.) may only be carried out with the express prior written agreement of DirectLease. Additional accessories and changes are at the Lessee's expense. At the end of the Lease agreement, only those accessories that the Lessee has installed at his own expense, and the removal of which does not result in any damage, may be removed. The removal is at the Lessee's expense and risk; any damage resulting from removal will be borne by the Lessee. DirectLease is not obliged to pay any compensation for accessories which may not be removed in accordance with this provision, or for property that is left behind in the Vehicle.

## **9. Use of the Vehicle**

- 9.1. From receipt of the Vehicle up to and including the date of the actual return of the Vehicle (i.e. also after the automatic expiry of the Lease period), the Lessee bears full liability for the Vehicle and shall use the Vehicle and take care of it with due care and diligence, in accordance with the nature and purpose of the Vehicle.
- 9.2. The Lessee shall comply with all legal and regulatory regulations concerning transport, road traffic and technical inspection.
- 9.3. The Lessee may only allow the Vehicle to be driven by persons in possession of a valid and definitive driving licence. The Vehicle may not be used to give driving lessons, for speed races, time-speed distance rallies, skills-based competitions or for commercial purposes. The Vehicle may only be used on navigable roads and may not be overloaded. The Lessee may only use the Vehicle within the territory where the third-party liability insurance cover applies, excluding Morocco and Turkey, and insofar as its use abroad does not exceed the normal duration of a business trip or holiday. The Lessee also undertakes not to use the Vehicle outside the Schengen area without a Renta Driver attestation. In the event of a breach of these commitments, DirectLease is entitled to repatriate the Vehicle or to have it repatriated at the Lessee's expense.
- 9.4. If the Lessee cannot or may not use the Vehicle for reasons unrelated to the fulfilment by DirectLease of its obligations under the Lease agreement, including force majeure, this cannot be invoked by the Lessee to suspend in whole or in part the fulfilment of its payment obligation or to claim damages.

## **10. Maintenance and repairs**

- 10.1. The Lessee shall ensure that regular inspections of the Vehicle are performed in accordance with the maintenance schedule and the manufacturer's guidelines. The Lessee shall ensure that the Vehicle has sufficient oil, coolant, brake fluid and the correct fuel of good quality, and that the battery is sufficiently charged. The Lessee shall see to it that the Vehicle is repaired on time and shall also check the condition of

the tyres in good time and, if necessary, have the Vehicle's tyres replaced. The Lessee shall keep the Vehicle clean both inside and outside and protect the Vehicle against frost. The Lessee shall take all reasonable measures to prevent theft of and damage to/caused by the Vehicle.

- 10.2. For repair work, the Lessee must always obtain DirectLease's prior permission in writing or by e-mail. As far as maintenance is concerned, the permission of DirectLease will be requested directly by the service provider. All work must be carried out by a service provider recognised or designated by DirectLease, failing which DirectLease may refuse payment of invoices. In doing so, account will be taken of the Lessee's domicile or place of residence. The parts installed will become and remain the property of DirectLease.
- 10.3. DirectLease reserves the right not to have any maintenance or repairs carried out if the Vehicle can no longer be repaired technically or if the costs of repair are not in proportion to the outstanding book value and/or the remaining term of the Lease period. In this case, the Vehicle is considered to be a total loss and the Lease agreement will end.
- 10.4. If, after maintenance or repairs, the Vehicle is not picked up by the Lessee within 48 hours after the service provider and/or DirectLease have reported that the Vehicle is ready, DirectLease is entitled to charge any storage costs.

## **11. Modifications to/replacement of the Vehicle**

- 11.1. In the event of technical problems with the Vehicle that are confirmed by the importer, DirectLease has the option of replacing the Vehicle made available to the Lessee with a new Vehicle or with a Vehicle that is at least in an equivalent condition and that meets the essential characteristics of the Vehicle as described in detail in the Order/Contract Confirmation. Any related costs will be at the expense of DirectLease. In this case, the Lessee has a period of fourteen days, starting from the date of notification that the Vehicle will be replaced, to terminate the Lease agreement without payment of any additional compensation, whereby the Lessee is obliged to return the Vehicle to DirectLease within three working days of termination. The Lessee remains obliged to pay the Lease fee and other costs up to the moment of return.
- 11.2. All modifications to the Vehicle, even if they are repairs, that are carried out as a result of a manufacturer's recall will be carried out in consultation between the Lessee and the supplier/constructor, in accordance with the manufacturer's guidelines and at the Lessee's expense.

## **12. Insurance / Claims management fee / Assistance**

- 12.1. The Lessee grants DirectLease the unconditional power of attorney to take out a civil liability insurance and legal assistance insurance for the Vehicle in the Lessee's name and at his/her expense. The insurance agreements entered into will remain in force during the entire Lease period of the Vehicle and can only be amended, suspended or terminated with the written consent of DirectLease.
- 12.2. Own damage to the Vehicle as a result of an accident, fire, theft, vandalism or glass breakage will be borne by DirectLease's Own Damage Service (a claims management fee with a personal contribution per claim) provided by DirectLease.
- 12.3. For breakdown assistance relating to the rented Vehicle, DirectLease provides the DirectLease Assistance Service, for which DirectLease enters into cooperation with an external party.
- 12.4. The conditions relating to the aforementioned insurances, the Own Damage Service, including a detailed overview of all damage cases included and excluded, and the DirectLease Assistance Service are included in a separate document made available to the Lessee, which can also be found on the DirectLease website.

## **13. Damage and fines**

- 13.1. In the event of theft of or damage to the Vehicle, or damage caused by the Vehicle, the Lessee is obliged to inform DirectLease of this within 24 hours of the discovery. The Lessee undertakes to fully and truthfully notify DirectLease of the facts as well as the circumstances in which the damage/theft occurred by means of a fully completed and signed claim report form. The Lessee will also immediately collect all necessary or useful evidence and information, such as findings by the competent authorities, witness statements, certificates, photographs, etc. The Lessee will ensure that a police report of the event is drawn up and that all measures mentioned in the insurance conditions are taken. The reference numbers of the police report are communicated by the Lessee to DirectLease.
- 13.2. The Lessee undertakes to follow all DirectLease's instructions regarding recording and repairing the damage, as well as to cooperate fully and promptly with the determination and settlement of the damage, the determination of the liabilities and, if necessary, with the introduction of a claim against the liable third party.
- 13.3. The Lessee must refrain from any action that would make the determination of the damage to the Vehicle (with all the parties involved) more difficult or impossible. The Lessee must also refrain from any action that makes it difficult or impossible to recover the damage suffered by DirectLease from the liable third

party. Under no circumstances is the Lessee permitted to acknowledge his liability for the damage in any way whatsoever, nor to propose or promise an amicable settlement.

- 13.4. If the Lessee violates the preceding provisions, he will be liable for the damage resulting therefrom. All costs or damages arising from a late or incomplete notification to DirectLease, or failure to follow DirectLease's instructions correctly, will be payable by the Lessee.
- 13.5. Articles 10.2, 10.3 and 10.4 apply to repairs after damage.
- 13.6. Costs and damages not included in the Lease price or not covered by the Insurance/Own Damage Service, as well as payment of the personal contribution and other such costs arising from or in connection with the use of the Vehicle are at the Lessee's expense.
- 13.7. In the event of theft of a navigation system with dismountable front/display, the initial costs will be reimbursed. The abovementioned components and valuables must not be left unattended in the Vehicle. In the event of theft, the Lessee is responsible for both the theft and any damage to the Vehicle.
- 13.8. The Lessee shall immediately pay all fines, amicable settlements, fees, towing costs, etc., resulting from a breach of the traffic code, road traffic law or other legislation/regulations, even if these are advanced by DirectLease. If DirectLease pays itself the amounts due and then charges the amounts paid to the Lessee, a flat-rate administration fee of 32.50 euros including VAT (25 euros excluding VAT) is due per case.

#### **14. Replacement Vehicle without breakdown assistance**

- 14.1. Within the framework of the Direct Lease Assistance Service, a replacement Vehicle is provided in certain cases. The use and term of this replacement Vehicle is subject to the conditions of the Direct Lease Assistance Service and therefore does not fall under the terms of this article.
- 14.2. If the Order/Contract Confirmation contains the option 'replacement Vehicle', DirectLease can make a replacement car available to the Lessee, without breakdown assistance, if:
  - the rented Vehicle is immobilised in Belgium and the repairs to the immobilised Vehicle cannot be completed within 24 hours (excluding Saturdays, Sundays and public holidays);
  - the rented Vehicle has been stolen.
- 14.3. DirectLease's replacement Vehicle will be at the Lessee's disposal during the repair period or in the event of theft for a maximum period of five days. After the immobilised Vehicle has been repaired, and in any event at the end of the period in which the Lessee is entitled to a replacement Vehicle, the Lessee will make the replacement Vehicle available to DirectLease in the same manner as when returning the rented Vehicle.
- 14.4. The type of replacement vehicle provided depends on the availability at that time. The provision of a replacement vehicle of a different/lower category than the rented Vehicle does not constitute grounds for the Lessee to claim compensation or to suspend (partial) payment of the Lease price.
- 14.5. The kilometres driven with the replacement Vehicle are deemed to have been covered by the rented Vehicle.
- 14.6. The use of the replacement car is governed in the first instance by the contractual conditions of the supplier of the replacement car. Insofar as they are not contrary to the contractual conditions of the car supplier, all provisions of the Lease agreement shall apply mutatis mutandis to the replacement car.

#### **15. Termination of the Lease agreement**

- 15.1. Unless the Lessee can invoke the right of withdrawal relating to distance sales, in the event of force majeure or when the Lessee has opted for a flexible Lease agreement (a '12-60' contract, concluded for a term of 60 months but terminable without charge on a monthly basis after 12 months), the Lease agreement can only be prematurely terminated by the Parties subject to payment of a termination fee. Failure to take delivery of the Vehicle will be regarded as a breach of the Lease agreement within the meaning of this article.
  - 15.1.1. Termination of the Lease agreement before delivery of the Vehicle/the start of the Lease Period:
    - Termination of the Lease agreement more than thirty days before delivery of the Vehicle: flat-rate compensation of 400 €, VAT excluded.
    - Termination of the Lease agreement thirty days or less before delivery of the Vehicle: €650, VAT excluded.

The delivery date shall be determined by the seller/supplier of the Vehicle. The aforementioned flat fees are reduced by half if the Lessee orders a new Vehicle from DirectLease within thirty days of cancellation. The cancelling Party shall only owe the aforementioned flat fee to the cancelled Party, unless the cancelled Party proves that the actual damage (in particular any damages, costs, etc. that would be owed by the cancelled Party as a result of the cancellation) is higher. In this case, the cancelled Party will be entitled to charge the cancelling Party for the actual damage, consisting of all relevant damages, costs, etc..

- 15.1.2. Cancellation of the Lease agreement after delivery of the Vehicle/commencement of the Lease period: the terminating Party must pay a cancellation fee calculated as follows:

- In the event of cancellation during the first year of the Lease period, the cancelling Party must pay an indemnity equal to all the remaining monthly Lease fees for the first year, with a minimum of six monthly Lease fees. The minimum of six monthly Lease fees is not applicable if the Lessee has opted for a flexible ('12-60') Lease agreement;
- In the event of cancellation as from the second year of the Lease period, the cancellation fee is made up of 35% of all the remaining monthly Lease fees (i.e. 35% of the Lease fees that would have been due for the period between the early return of the Vehicle and the end of the contractual Lease period). This arrangement does not apply if the Lessee has opted for a flexible Lease agreement, in which case, after 12 months, the Lessee is free to terminate the Lease agreement at any time without payment of any compensation and the Lease agreement terminates when the car is returned to DirectLease.

Apart from a possible cancellation fee, the Lessee must in any case pay the following costs: the costs of returning the Vehicle as provided for in Article 16, any costs for unsettled damages, excess mileage and any payment arrears.

15.2. Dissolution of the Lease agreement due to malpractice:

- If one of the Parties commits a breach of one of the provisions of the Lease agreement, the other Party will be entitled to terminate the Lease agreement immediately, without any compensation and without judicial intervention, at the expense of the defaulting Party, if the defaulting Party does not put an end to the breach within a period of ten working days following a notice describing the breach and sent by registered letter to the other Party. The period of ten working days starts from the date on the postmark of the notice of default. If the same Party commits the same breach within the three months following the expiry of the aforementioned period of ten working days, the other Party may still terminate the Lease agreement in accordance with the aforementioned, but without further notice of default and without the opportunity for the defaulting Party to remedy the breach.
- If the Lessee's movable and/or immovable property is seized and the Lessee fails to pay for at least one Lease period (on time), if the Vehicle is seized or confiscated, or if the Vehicle is otherwise requisitioned by the government, and the Lessee fails to remedy this within ten working days after a written notice of default by DirectLease sent to the Lessee by registered letter.
- If the security provided by the Lessee, its co-debtors or collateral is affected or withdrawn in any way and the Lessee fails to remedy this within ten working days after a written notice of default by DirectLease sent by registered letter to the Lessee.
- If the Vehicle covers more than 180,000 km (diesel) or 160,000 km (petrol, other) during the term of the Lease agreement.
- In the event that the Lessee causes more than three claims that are not recoverable from third parties during the term of the Lease agreement with over €2,500 of costs per claim.
- If the Civil Liability insurer no longer wishes to insure the Vehicle, for example because the Vehicle often causes damage to others.
- In the event that the Lessee uses the Vehicle or allows someone to use the Vehicle for a purpose other than that for which it is intended.
- In the event of a total loss of the Vehicle and if DirectLease, for whatever reason, is not reimbursed by an insurance or if DirectLease can invoke the non-application of the Own Damage Service.

In these cases, the Lease agreement may be dissolved without judicial intervention, the costs of which will be borne by the defaulting Party. In any event, the Party at fault shall owe a cancellation fee equal to the fee specified in Article 15.1.2. The cancellation fee shall be immediately due and payable, and in the event of non-payment within seven days of notification of the amount, interest shall be due at the legal interest rate from the date on which it becomes due until the date of payment in full.

15.3. If the Lessee moves abroad, which he/she must prove with the necessary supporting documents, the Lease agreement may be terminated subject to payment of a cancellation fee of three months Lease fee. The cancellation will be notified in writing. In this case, the Lessee must pay the following additional costs: the costs of returning the Vehicle as provided for in Article 16, any costs for unsettled damages, excess mileage and any payment arrears.

15.4. If (one of) the Lessee(s) passes away, the remaining Lessee or the Lessee's heirs, on the one hand, and DirectLease, on the other hand, can terminate the Lease agreement immediately. DirectLease can terminate the agreement by sending a registered letter to the last known address (by DirectLease) of the Lessee. The heirs (or the surviving Lessee) may terminate by sending a registered letter to DirectLease with a copy of the death certificate and a certificate of inheritance (in which all heirs are mentioned). If a Party (DirectLease, the heirs or the longest-living person) terminates the Lease agreement due to the death of (one of) the Lessee(s), this Party will owe a cancellation fee of three months' rent to the cancelled Party. The heirs (or the longest-living Lessee) are obliged to return the Vehicle to DirectLease within three

working days after the cancellation and remain obliged to pay the Lease fee and other costs (such as any excess mileage, costs in the event of return cf. Article 16, damage, personal contribution, etc.) until the moment of return.

- 15.5. As a result of the termination/cancellation/dissolution of the Lease agreement, the Lessee immediately loses the right to use the Vehicle and the Lessee is obliged to return the Vehicle to DirectLease within 24 hours after sending a registered letter. In the event of failure to return the Vehicle, DirectLease or its designated persons have the right to retake possession of the Vehicle at any time, and irrespective of where and in whose hands the Vehicle is located, without complying with any further formalities and with all legal remedies. All possible costs (e.g. transport/insurance) are hereby at the Lessee's expense, whereby DirectLease has the right to recover the actual costs incurred from the Lessee.
- 15.6. In the event that the Vehicle is not returned after termination/cancellation/dissolution of the Lease agreement, the Lessee is obliged, as from the date of termination/cancellation/dissolution until the Vehicle is actually returned, to compensate DirectLease for the loss of beneficial use it has suffered for the period starting from the date of termination/cancellation/dissolution until the Vehicle is actually returned. The compensation for loss of beneficial use is equal to the vehicle Lease price plus 8% on an annual basis.

## **16. Returning the Vehicle and costs upon return**

- 16.1. Whatever the reason for returning the Vehicle, the Lessee undertakes to return the Vehicle to DirectLease in good condition, taking into account normal wear and tear, at the latest on the day that the Lease period/Agreement ends, at the address in Belgium notified by DirectLease. If the Vehicle is left at another location, the costs of transport/insurance will be charged to the Lessee. Any right of retention of the Vehicle by the Lessee, based on any claims whatsoever, is excluded.
- 16.2. The Vehicle must be returned with all regulatory vehicle documents, such as the registration certificate, the international motor insurance certificate and the certificate of conformity, and all non-mandatory vehicle documents, such as the instruction manual, service log book and manual, as well as all legally required accessories, i.e. the warning triangle, the first-aid kit and the fire extinguisher. In addition the Vehicle must be returned with all of the other accessories and equipment present at the time of delivery, in particular the number plate, technical inspection cards, all original key kits/remote control, etc. If one or more of these documents or accessories are missing, the resulting costs, plus an administrative charge, shall be borne in full by the Lessee.
- 16.3. The Lessee must return the Vehicle in a clean and roadworthy condition (cf. the Rentanorm). If this is not the case, the cleaning costs shall be at the expense of the Lessee. The wear and tear and the external and internal appearance will be checked and compared with the total kilometres driven and the age of the Vehicle. All repair costs that are not due to normal wear and tear are at the Lessee's expense and will be charged to him/her. Any repairs or modifications, as well as the costs of repainting the original colour in the event of logos, advertising or lettering/stickering having been applied, or damage resulting from the installation or removal of accessories, are also at the Lessee's expense.
- 16.4. At the time of return, the condition of the Vehicle will be inspected and recorded. A return report will be drawn up between the Lessee on the one hand and the expert appointed by DirectLease on the other hand, with all of the parties involved present. In the absence of the Lessee or DirectLease, the report will be drawn up by DirectLease as soon as the Vehicle is back in its possession, after which the report will be sent to the Lessee. If the Lessee does not protest in writing within ten working days of receipt of the report, he/she will be deemed to accept the conclusion of DirectLease as binding and irrevocable. In this case, the determination will be deemed to have taken place with all the parties involved present. In the event of a dispute regarding the findings of DirectLease and/or its expert, the Lessee is entitled to have a counter-assessment carried out at its own expense. If no agreement can be reached on this basis, the assistance of a third independent expert will be called in, whose decision will be binding for all Parties. The fees of this independent expert shall be borne by the Party whose claims are not upheld. Under no circumstances can a preliminary report drawn up by a recognised concessionaire or by the towing service serve as a contentious report.
- 16.5. The costs of repairing the damage(s), which were determined when the Vehicle was made available to DirectLease, but which were not reported to DirectLease by means of a claim report form, shall be charged in full to the Lessee.
- 16.6. Until the Vehicle is in the actual control of DirectLease after the termination of the Lease agreement, the risk of damage by or to the Vehicle or the destruction of the Vehicle is at the Lessee's expense.
- 16.7. DirectLease is never responsible for the loss of or damage to personal items left in the Vehicle upon return.

## **17. Inspection**



17.1. DirectLease or the persons designated by it have the right at all times, after prior notice, to enter the place(s) where the Vehicle is located and to examine the Vehicle. The Lessee shall cooperate with this.

## **18. Joint and several liability**

18.1. If several persons are designated as Lessee, all these persons are jointly and severally bound to fulfil all obligations arising from these General Terms and Conditions, as well as the Lease agreement.

## **19. Privacy - data processing**

19.1. DirectLease will treat the Lessee's registered data confidentially and carefully and will guarantee the Lessee's privacy in this respect. DirectLease will only use and process these data:

- a. for the conclusion and execution of agreements concerning the products and services it offers and other closely related agreements (e.g. communication to banks, insurance companies and affiliated companies) ; and
- b. if it has a legitimate interest in doing so, such as effective business operations; and
- c. subject to obtaining the Lessee's express consent for advertising and direct marketing purposes; and
- d. when legally obliged to do so; and
- e. in anonymised form for statistical and scientific purposes and to improve the quality of its products and services.

19.2. DirectLease will not make the Lessee's registered personal details available to unauthorised persons without the Lessee's prior written consent, except insofar as it is obliged to do so by law or is necessary for a specific reason.

19.3. DirectLease will ensure that the systems it uses are protected against unauthorised persons obtaining access to personally identifiable information, as well as against the loss and unlawful processing of such data.

19.4. The Lessee has the right to request access to and correction of his registered personal data by contacting DirectLease. The contact details of DirectLease are: Noordersingel 19, 2140 Antwerp, E-mail: [sales@directleaseprivé.be](mailto:sales@directleaseprivé.be).

19.5. The Lessee has the right to object at any time to the use of its data for advertising and direct marketing purposes.

## **20. Complaints**

20.1. In the event of complaints regarding the services, the Lessee can always contact DirectLease via [sales@directleaseprivé.be](mailto:sales@directleaseprivé.be).

## **21. Miscellaneous**

21.1. If a provision in the Order/Contract Confirmation deviates from the provisions of these General Terms and Conditions, the Order/Contract Confirmation shall take precedence.

21.2. If a provision in these General Terms and Conditions or a Lease Agreement is considered invalid, void or unenforceable, the remaining provisions will nevertheless remain in full force and effect and the Parties will replace those invalid, void or unenforceable provisions with a provision that most closely matches the actual intention of the Parties. In this respect, the Parties shall grant the possibility of moderating the original provision to the judicial authority that has to rule on this matter.

21.3. Deviations from or additions to the Lease Agreement are only binding insofar as they have been laid down in advance in writing between the Parties.

21.4. A Party's failure to comply with one or more provisions of the Lease Agreement cannot be regarded as a waiver of the provision in question, nor as a restriction of that Party's rights or obligations.

21.5. The Lessee is obliged to inform DirectLease in writing of any change of address or name within a period of fourteen days.

21.6. DirectLease may transfer the Lease Agreement to a third party, whether or not as part of a transfer of going concerns, insofar as it guarantees the Lessee the continuation of the Lease Agreement under the same conditions. The Lessee is not permitted to transfer his rights or obligations under the Lease Agreement to a third party.

21.7. These General Terms and Conditions and the Lease Agreements are subject to Belgian law. Any disputes shall be submitted to the competent court.

Thus drawn up on **XX** and signed, each Party declaring that it has received a copy.

DirectLease NV

Name, first name

Name, first name

Erwin Coesens  
Country Manager Directlease Belgium

Signature

Signature