

**GENERAL TERMS AND CONDITIONS OF CREDIT
MERCEDES-BENZ FINANCIAL SERVICES NEDERLAND B.V.**

Definitions

The following definitions are used in these Terms and Conditions:

- Client: the legal person or persons referred to in the Agreement, with whom FS has entered into an Agreement; Agreement: the credit agreement entered into between FS and the Client.
FS: the company Mercedes-Benz Financial Services Nederland B.V. referred to in the agreement, having its registered office in Utrecht, and/or its legal successor(s);
Object: the vehicle offered as a security by the Client

Article 1 Scope

- 1.1 These general terms and conditions apply to all offers and agreements regarding the provision of credit. Deviations from these General Terms and Conditions may only be agreed in writing.
1.2 The Client's general terms and conditions/general terms and conditions of purchase, under any name whatsoever, do not apply.

Article 2 Formation of the Agreement

- 2.1 The Agreement will arise at the moment when a copy of the agreement, signed and unaltered by the Client, is received by FS, or in any case when FS and the Client have commenced its implementation.

Article 3 Payment

- 3.1 Payment of the instalments to FS will be made monthly in advance by direct debit. Set-off or compensation by the Client is not permitted.
3.2 The obligation to pay the instalments due will commence on the commencement date as stated in the Agreement.
3.3 In the event of late payment, the Client will be automatically in default without any notice of default being required. The Client will be obliged to pay late-payment interest of 1.5% per month on the amount due, for the duration of the default.
3.4 Extrajudicial costs that FS must incur in order to collect the money it is owed will be paid by the Client: The costs will be calculated on the basis of 15% of the principal with a minimum of €200.
3.5 If FS has reasonable doubts about the Client's continued ability to fulfil its obligations under the Agreement, the Client will be obliged to provide security on FS's request. This security may only be withdrawn after the Client has fulfilled all its obligations under the Agreement.
3.6 At the end of the term of the Agreement, the Client will be liable to pay FS a balloon payment if and insofar as this is stated in the Agreement.

Article 4 Early repayment

- 4.1 The Client is entitled, after consultation with FS, to pay FS the total of all future instalments in a single payment. In this case, the Client will be entitled to an interest discount, calculated on the interest element included in the future lease instalments.
4.2 If the Client makes early repayment, a fee of €350 will be payable to FS. .

Article 5 Termination / claimability

- 5.1 Without prejudice to its possible further claims under the Agreement, FS is entitled to terminate the Agreement immediately and without notice by registered letter:
- a. If collection by direct debit has not been possible for at least two months and payment by another method has not been made;
 - b. if the Client fails to fulfil, or fails to fulfil in a timely or proper manner one or more of the conditions or obligations entered into under this Agreement;
 - c. If the Client ceases its business or transfers its business abroad, changes its legal form or acts contrary to any statutory provision, such that FS cannot be expected to continue the Agreement;
 - d. If a change takes place in the Client's articles of association or regulations, or in its management or in the composition of its shareholders, such that FS would not have entered into the Agreement, or would only have entered into the Agreement under different conditions, if it had been aware of those changes before entering into the Agreement;
 - e. If the Client's goods are seized, the Client applies for a suspension of payment, is declared bankrupt or offers a settlement outside bankruptcy;
 - f. If the Client has provided FS with incorrect information or has withheld information from FS that is of material importance for FS with a view to entering into this Agreement;
 - g. If legislation or regulations are changed in such a way that FS cannot be expected to continue the Agreement unchanged.
 - h. If there is an unacceptable risk under the Anti-Money Laundering and Anti-Terrorist Financing Act (Wwft) and/or Sanctions Act and/or internal or external integrity rules, after an interim investigation or otherwise.
- 5.2 The Client undertakes to inform FS in writing within seven days of the situations referred to in Articles 5.1. c., d., or e..
- 5.3 If FS terminates the agreement on the basis of one of the circumstances referred to in Article 5.1. a. to g., the Client will owe FS immediately claimable compensation of 1% of the amount payable at that time, without prejudice to FS's right to compensation for the actual damage.

Article 6 Lien

- 6.1 If a lien is established on the Object for the benefit of FS, the following will apply:
- If FS terminates the Agreement, FS is entitled to take back the secured Object. When the Object is surrendered, the Agreement will be dissolved and FS may proceed to the sale of the Object. In the event of the dissolution of the Agreement, the remainder of the principal plus any late-payment compensation will be payable by the Client.
 - If the Client pays the total overdue amount as well as the calculated late-payment compensation within fourteen days of surrendering the Object as referred to under a., FS will return the Object to the Client. The dissolution of the Agreement will then be cancelled.
 - If FS sells the Object, its value will be determined by an expert to be appointed by FS.
 - If the sale proceeds are higher than the remaining debt, including any late-payment compensation and costs, the excess will be paid to the Client.

Article 7 Other provisions

- 7.1 The Agreement is also based on the following statements and guarantees on the part of the Client.
- If and insofar as the Client requires explicit permission or authorisation on the basis of its articles of association and/or regulations to enter into this Agreement and assume the obligations arising from it, such permission or authorisation is deemed to have been granted.
 - By entering into this Agreement and assuming into the obligations arising from it, the Client is not acting in violation of any legal provision, is not failing to fulfil its obligations towards any third party and is not acting unlawfully towards third parties.
 - The financial information provided by the Client gives an accurate and faithful picture of the financial situation of the Client's business. The Client declares that since the submission of its latest financial data, its financial situation has not materially changed.

Article 8 Address changes/registration/personal data

- 8.1 The Client is obliged to notify FS of address changes in writing in a timely manner, stating the agreement number.
- 8.2 The personal and other data relating to the Client obtained by FS will be processed as referred to in the Act Implementing the General Data Protection Regulation (UAVG) and the General Data Protection Regulation (GDPR) for the provision of services as referred to in these General Terms and Conditions and for other purposes as referred to in the UAVG and GDPR. To the extent that the Client's consent is required, the personal and other data will only be processed in accordance with such consent.
- 8.3 By means of the processing as referred to in Article 8.2, FS is able to offer the Client optimal service, provide the Client with up-to-date product information in a timely manner, make personalised offers and fulfil its obligations towards the Client. FS will only make data available to third parties if this is permitted by the UAVG and GDPR, for example because such provision is necessary to comply with a legal obligation or is necessary in order to comply properly with the Agreement.
- The data will also be made available to companies affiliated with FS in the context of product information, direct and indirect marketing activities and other services. The Client has the right to inspect and correct the data. The Client may withdraw the consent it has given to FS with regard to processing for direct marketing activities at any time.
- 8.4 The FS privacy policy may be viewed at: www.mercedes-benz-financialservices.nl/privacy.
- 8.5 In the context of general business transactions and operations, FS carries out export control measures with regard to all parties with whom FS does business, directly or indirectly, and/or with regard to parties that are users/end users of its products or services. To this end, FS checks and verifies relevant business information, including personal data, against publicly accessible national and international sanctions lists.

Article 9 Disputes and applicable law

- 9.1 The Agreement is governed exclusively by Dutch law, and the District Court of Midden-Nederland in Utrecht has sole jurisdiction in the event of any disputes.

Article 10 Final provisions

- 10.1 If any part of the Agreement is or becomes null and void, this will not affect the validity of the other provisions.
- In that case, the parties are obliged to replace the part that is null and void with a provision that approximates as closely as possible to the intention of the part concerned. FS will always be entitled to unilaterally change provisions of the Agreement, with its annexes, in favour of the Client.
- 10.2 If, for whatever reason, the Client is unable to use the Object, FS will never be liable for any damage whatsoever incurred by the Client.

Doc: General Terms and Conditions of Credit MFBS

Version: April 2023