

GENERAL TERMS AND CONDITIONS OF SERVICE AGREEMENT
MERCEDES-BENZ FINANCIAL SERVICES NEDERLAND B.V.
Translated Version

Definitions

In these conditions the terms below have the following meanings:

Client:	the natural or legal person referred to in the service agreement (hereinafter referred to as 'the agreement'), with whom FS has concluded such an agreement;
FS:	the company Mercedes-Benz Financial Services Nederland B.V. referred to in the agreement, with its registered office in Utrecht and/or its successor(s) in title;
Contracted Kilometres Per Year:	the use in kilometres and/or running hours of the Vehicle, on an annual basis, as agreed in the agreement between FS and the Client.
Term:	the duration of the agreement as stated therein;
Replacement Vehicle:	a Vehicle made available to the Client by or through FS as a temporary replacement for the Vehicle, as provided for in the agreement;
Vehicle:	the Vehicle referred to in the agreement.

Article 1 Applicability

- 1.1 These general conditions apply to all offers and agreements concerning service components, in which reference is made to these conditions. Stipulations varying from these general conditions can only be agreed on in writing.
- 1.2 Any general purchase and other conditions, however described, of the Client will not apply.
- 1.3 FS has the right to amend these general conditions in line with changed circumstances, statutory or otherwise.

Article 2 Formation and term of the agreement

- 2.1 An agreement will be concluded at such time as FS has received a copy of the agreement, unaltered and signed by the Client.
- 2.2 The agreement is entered into for the term determined, or so much shorter as determined by the moment at which the Vehicle concerned has been driven the total number of kilometres and/or running hours laid down in the agreement.

Article 3 Transfer of rights and obligations

- 3.1 FS has the right to transfer compliance with its obligations and the exercising of its rights under this agreement to one or more third parties. FS will inform the Client of this in good time. By signing the agreement, the Client gives his/its agreement and cooperation to this in advance.

Article 4 Termination of the agreement

- 4.1 The agreement will be terminated by FS, whether or not in or out of court:
 - a. if the Client does not comply with his/its obligations under this agreement, or does not comply in time or properly, or if the Client applies for a suspension of payments or files for bankruptcy or a winding-up petition, or is declared insolvent;
 - b. if the Client is in arrears by two or more months as regards the payment of the monthly instalments and the Client, after having been declared in default, fails to comply with his/its obligations or fails to comply with these obligations in full;
 - c. if the Client sells the Vehicle to which the agreement refers to third parties or if the Vehicle is stolen or destroyed (such as in the case of total loss), the Client must notify FS of this without delay. In that case, the agreement will be terminated with effect from the date of sale, theft or destruction, however not earlier than the date of notification by the Client.
- 4.2 In the case of termination of the agreement due to sale, theft or destruction as referred to in the preceding paragraph, FS has the right to charge the Client the costs of repairs which it has paid within a period of 6 months before the termination, taking account of depreciation of those costs over the originally agreed term and the nature of the repairs and/or maintenance carried out.
- 4.3 On termination and/or cancellation as referred to in this article, the Client will owe FS a fee of EUR 250, without prejudice to the right of FS to demand payment by the Client of costs and loss, including those of legal and other assistance and notwithstanding the liability of the Client due to non-compliance with his/its obligations under the agreement.

Article 5 Payment

- 5.1 Payment of invoices of FS must be made monthly in advance by direct debit. Set-off or compensation by the Client is not permitted.
- 5.2 The fact that the Client cannot make use of the Vehicle for whatever reason does not give the Client the right to defer or discontinue full or partial payment to FS or to terminate or cancel the agreement unilaterally.
- 5.3 In the event of late payment, the Client will be in default by operation of law, without any notice of default being required. The Client will be obliged to pay default interest of 1.5% a month on the amount due for the period that the Client is in default.
- 5.4 Extrajudicial costs to be incurred by FS in order to collect the debts will be payable by the Client:
 - a. in the event that the Client is a natural person not acting in the course of his profession or business, the rates will apply as determined by order in council in implementation of Section 96 of Book 6 of the Dutch Civil Code;
 - b. in all other cases the costs will be calculated based on 15% of the principal, subject to a minimum of EUR 200.

Article 6 Use

- 6.1 The Client will look after the Vehicle with due care and diligence and strictly follow all the manufacturer's instructions.
- 6.2 The Client will ensure that the Vehicle will be driven only in a competent manner and carry out the day-to-day maintenance in accordance with the manufacturer's instructions.
- 6.3 The Client is obliged to inform FS immediately in writing of a defect to the odometer/running hours counter and have this defect rectified as soon as possible. The Client will lend FS its full cooperation and provide it on demand with all the required information, to enable FS to establish the number of kilometres driven and/or the number of running hours with the defective odometer/running hours counter. If FS is unable to establish unequivocally this number of kilometres and/or running hours, it will have the right to make an estimate which will be binding to the parties.

Article 7 Service components

The following service components are applicable if they have been included in the agreement.

A. Maintenance

- A1 Included are the costs of maintenance and checks in accordance with the manufacturer's instructions, with the necessary materials, lubricants, greases and labour in so far as this forms part of the regular maintenance of the Vehicle.
If it becomes apparent after the check that a part needs replacing, the costs of replacement, materials, labour and liquids will not come under this agreement. With respect to the Mercedes-Benz Citan, replacing the timing belt does not come under the agreement either.
- A2 The Client is obliged to maintain the Vehicle in accordance with the instructions of the manufacturer and in accordance with the relevant documents (maintenance book) or systems in the Vehicle. Maintenance work will be carried out by an approved repairer of the make of the Vehicle and/or a company authorized by FS for this purpose.

- A3 All extra costs to restore the state of repair as a consequence of failure to have maintenance work carried out, or carried out on time, will be charged to the Client.
- A4 Any additional costs incurred because the Client has work carried out outside normal working hours and has work carried out which does not come under normal maintenance will be payable by the Client.
- A5 During the last two months of the agreement, repairs and maintenance will only be carried out after consulting FS.
- B. Repairs and maintenance**
- B1 The Client is obliged to maintain the Vehicle in accordance with the instructions of the manufacturer and in accordance with the relevant documents (maintenance book) or systems in the Vehicle. Maintenance work will be carried out by an approved repairer of the make of the Vehicle and/or a company authorized by FS for this purpose.
- B2 Included are the costs of repair and maintenance, with the necessary materials, lubricants and greases and carrying out repairs. Repair and maintenance work will be carried out by an approved repairer of the make of the Vehicle and/or a company authorized by FS for this purpose.
- B3 The costs of repairs and maintenance due to abnormal wear and tear, improper use, misuse or negligence, and daily maintenance of the Vehicle will be at the risk and expense of the Client. The costs of repairs and maintenance of parts, accessories, optional extras, superstructures and/or additions which have not explicitly been included in the agreement will not be reimbursed by FS.
- B4 Additional costs incurred because the Client has work carried out outside normal working hours and has work carried out which does not come under normal maintenance will be payable by the Client.
- B5 Repairs of the Vehicle abroad may only be carried out after the permission of FS has been obtained. The related costs will only be payable by FS in so far as they could also have been incurred in the Netherlands.
- B6 During the term of the agreement FS will at all times have the right, when parts are replaced, to use original reconditioned parts or exchange parts.
- B7 The Client will ensure that the Vehicle is at all times in complete, original and good condition. Alterations and/or modifications, such as chip tuning of the Vehicle, are not permitted.
- B8 Unless stated otherwise in the agreement, the following costs are not included:
- a. repairs to and replacement of tyres and windscreens/windows;
 - b. repairs that are necessary due to technical damage caused by incorrect use or operation or negligence, such as damage arising through overloading in whatever form, such to be demonstrated by FS;
 - c. labour and materials for interim topping up with additives;
 - d. repairs of damage to bodywork;
 - e. spraying and cleaning the Vehicle;
 - f. the maintenance and repair of parts that do not belong to the standard Dutch model of the Vehicle;
 - g. work on the superstructure and retrofitted accessories;
 - h. loss or theft of parts;
 - i. all extra costs to restore the state of repair as a consequence of failure to have maintenance work carried out, or carried out on time, will be charged to the Client.
 - j. repair and/or replacement of the high voltage battery.
- B9 If ServicePlus **DOES NOT** form part of the Contract for Delivery Vans, Trucks and/or Buses, the following costs are not included:
- a. labour and materials for interim topping up with oil;
 - b. all statutory inspections that are obligatory or will yet be made obligatory, whether or not on a regular basis;
 - c. towing or recovering the Vehicle.
- B10 During the last two months of the agreement, repairs and maintenance will only be carried out after consulting FS.
- C. Replacement of Tyres**
- C1 If the costs of replacing tyres are included, this relates exclusively to the costs arising due to normal wear and tear. Any replacement of tyres payable by FS will take place at such time as FS deems this necessary, but in any case prior to the tyres having worn down to the statutory minimum tread depth and by a service provider designated by FS.
- C2 The Client is responsible for checking and adjusting the tyre pressure.
- C3 If the component 'winter tyres' forms part of the agreement, the tyres must be changed by a service provider designated by FS and within the term stated by FS.
- C4 The winter tyres will be stored with a service provider designated by FS and will remain the property of FS.
- D. Alternative transport**
- D1 The Client will be entitled to Alternative Transport if repair and maintenance are included in the agreement and if the repair and/or maintenance work cannot be carried out within the time specified in the agreement.
- D2 Unless stated otherwise in the agreement, the Replacement Vehicle will be of the same or virtually the same type as the Vehicle.
- D3 FS will only be obliged to make a Replacement Vehicle available if the Client is not in default in any way whatsoever as regards FS at that point in time.
- D4 The kilometres that have been driven with the Replacement Vehicle will be added to the number of kilometres driven with the Vehicle.
- D5 Unless agreed otherwise, the provisions of the agreement and the general conditions will apply to the Replacement Vehicle and its use.
- D6 In the event that a Replacement Vehicle is made available as referred to in this article, the Client will remain fully obliged to pay the agreed monthly instalments.
- E. Fuel**
- E1 FS will provide a fuel card, hereinafter referred to as the 'card'. The Client will be obliged to comply strictly with the conditions and guidelines applicable to the card. By signing the agreement, the Client declares that the Client agrees to the contents of the provisions applicable to this card. These conditions will at all times be available for inspection at FS and a copy of them will be sent to the Client, free of charge, should the Client so request.
- E2 The card may only be used for the Vehicle specified in the agreement.
- E3 The risk involved in using the card, including loss, theft, misuse or improper use, will at all times be at the risk and expense of the Client.
- E4 The advance paid by the Client will be settled with the Client at regular intervals, based on the actual fuel costs. If necessary, FS may adjust the advance payment for fuel.
- Article 8 Amendments to the agreement and Final settlement**
- 8.1 If Maintenance, Repair and Maintenance and/or Replacement of Tyres are included in the agreement and it becomes apparent that the number of kilometres driven with the Vehicle and/or the number of running hours of the Vehicle differs by more than 10% from the monthly number of kilometres and/or running hours agreed on, FS will have the right to adjust the monthly payment with retroactive force from the commencement of the agreement and/or during the remaining term of the agreement. An adjustment of the number of kilometres and/or running hours will be made with due observance of the maximum number of kilometres to be driven with the Vehicle and/or number of running hours of the Vehicle. This maximum will depend on the type of Vehicle and will be determined by FS.
- 8.2 If FS does not include adjustments as referred to above in the interim in the monthly payment, FS will be entitled at all times to charge the costs in connection with the additional kilometres and/or running hours to the Client at the end of the agreement.
- 8.3 If the total number of kilometres agreed is reached before the end date of the agreement, the final settlement will be based on the kilometre price included in the agreement and the agreement will be terminated. All costs incurred after the maximum number of kilometres has been reached will be payable by the Client.
- 8.4 In the event of changes to the agreement at the Client's request, a fee of EUR 250 will be payable to FS by the Client.
- Article 9 Price indexation**

- 9.1 Each year FS will determine on the basis of the information from the CBS whether the prices of the components Maintenance, Repair and Maintenance and/or Replacement of Tyres must be adjusted. FS will notify the Client of the adjusted price each year in December and include it in the monthly payment.

Article 10 Change of address/registration/personal data

- 10.1 The Client will be obliged to inform FS promptly and in writing of any change of address, quoting the agreement number.
- 10.2 The personal data and other details concerning the Client to be obtained by FS will be processed as referred to in the General Data Protection Regulation (Implementation) Act (*Uitvoeringswet Algemene verordening gegevensbescherming, UAVG*) and the General Data Protection Regulation (GDPR) for the provision of services as referred to in these general conditions and for other purposes as referred to in the UAVG and the GDPR. In so far as the Client's permission is required, the personal data and other data will only be processed in accordance with such permission.
- 10.3 This processing, as referred to in Article 10.2, will enable FS to provide the Client with the best possible service, provide the Client promptly with current product information, make personalized offers and comply with its obligations towards the Client. FS will only make information available to third parties if this is permitted in accordance with the UAVG and the GDPR, for example because the provision of information is necessary in order to comply with a statutory obligation or if this is necessary for the proper fulfilment of the agreement. The information will also be made available to the companies affiliated with FS in connection with product information, indirect and direct marketing activities and other services. The Client will have the right to inspect and correct the information. The Client will at all times be entitled to withdraw its/his permission for processing for the purpose of direct mailing activities.
- 10.4 The FS privacy statement can be viewed on: www.mercedes-benz-financialservices.nl/privacy

Article 11 Disputes and applicable law

- 11.1 This agreement is governed by Dutch law.

Article 12 Final provisions

- 12.1 If any part of this agreement is null and void or is voided, this will not affect the validity of the other provisions. In such a case, the parties will be obliged to replace the voided part by a provision which is as close as possible to the purpose of the part concerned. FS will always have the right to amend the provisions of the agreement with appendices unilaterally for the benefit of the Client.
- 12.2 In the event that the Client, due to whatever circumstances, is not able to use the Vehicle, FS will never be liable for any loss whatsoever suffered by the Client.

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