

GENERAL FINANCIAL LEASE CONDITIONS
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 Contract, with whom FS has concluded a Contract;
Contract:	the lease concluded between FS and the Client, based on which a Vehicle ordered from the dealer at the request of the Client is made available to the Client by FS;
FS:	the company Mercedes-Benz Financial Services Nederland B.V. with its registered office in Utrecht and/or its successor(s) in title, as referred to in the lease;
Contracted Kilometres Per Year:	the use in kilometres and/or running hours of the Vehicle, on an annual basis, as agreed in the Contract between FS and the Client;
Lease price:	the monthly instalment due as agreed in the Contract;
Term:	the duration of the Contract as referred to in the Contract;
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 Contract;
Vehicle:	the Vehicle or Replacement Vehicle made available to the Client by FS in accordance with the Contract, as well as parts and accessories that have been or will be fitted by way of replacement or renewal.

Article 1 Applicability

- 1.1 These general conditions apply to all offers and agreements concerning the financial lease, 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. The Client agrees to these amendments in advance.

Article 2 Formation of a lease

- 2.1 A lease will be concluded at such time as FS has received a copy of the Contract, unaltered and signed by the Client, but in any case also when FS and the Client have proceeded to execute the Contract.

Article 3 Payment

- 3.1 Payment of invoices of FS must be made monthly in advance by direct debit. Set-off or compensation by the Client is not permitted.
- 3.2 The obligation to pay the lease instalments due commences on the delivery date as specified in the Contract.
- 3.3 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.
- 3.4 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.
- 3.5 If FS has justifiable doubts about whether the Client will be able to continue to comply with the Client's obligations arising from the Contract, the Client will be obliged, should FS so demand, to provide security. This provision of security will only cease to apply after the Client has complied with all his/its obligations arising from the Contract.
- 3.6 If the Client is a natural person, the Contract and any arrears of payment incurred and paid off must be reported to Stichting Bureau Kredietregistratie, BKR (Credit Registration Office) in Tiel.

Article 4 Transfer of rights and obligations

- 4.1. FS has the right to transfer the ownership of the Vehicle and the compliance of its obligations and the exercising of its rights under this Contract to one or more third parties. FS will inform the Client in writing in good time of such a transfer. By signing the Contract, the Client cooperates in this matter and grants permission for this in advance.

Article 5 Ownership

- 5.1 During the Term of the Contract the Vehicle will remain the legal property of FS. During the Term the Client will be permitted to use the Vehicle and will obtain the beneficial ownership of the Vehicle. The Client will therefore not be authorized to dispose of, pledge or otherwise encumber the Vehicle..
- 5.2 The vehicle registration certificate will be registered in the name of the Client. The transfer certificate, Part II of the vehicle registration certificate or the vehicle registration code will be held by FS. Should any part of the vehicle registration certificate and/or number plates be missing, the Client must report this to FS immediately. The costs of replacing these or the ensuing loss will be payable by the Client. The Client will be responsible for new number plates and/or a new vehicle registration certificate.
- 5.3 In the event that third parties enforce rights, allege to have a claim or otherwise take or threaten to take measures in connection with the Vehicle, the Client will be obliged to inform these third parties immediately of the right of ownership of FS and to inform FS within 24 hours and to take measures himself/itself, if necessary. Any ensuing costs will be payable by the Client.
- 5.4 If the Client fails to return the Vehicle falling under this Contract within the agreed term due to a claim for return from FS, the Client will give his/its explicit permission to the vehicle manufacturer or the providers of the Telematics services installed in the Vehicle (such as MB Connect, Fleetboard), to provide FS with information concerning the Vehicle and its location to enable FS to retrieve the Vehicle. In accordance with the national statutory provisions, FS is entitled to provide the Vehicle and location details to service providers, hired to retrieve the Vehicle, and to judicial authorities.

Article 6 Delivery

- 6.1 The Vehicle will be made available to the Client by the dealer. The Client will be obliged to check the condition and model of the Vehicle, in so far as possible. FS will not be liable if the Vehicle has any visible or hidden defects, nor will FS be liable if the Vehicle is not delivered, is delivered late or incorrectly by the dealer on the planned or agreed date.

- 6.2 Unless agreed otherwise in writing, the Vehicle will be delivered in accordance with the model established by the manufacturer for the Netherlands, if required fitted with accessories and options ordered by the Client and any other superstructures and/or additions agreed on, provided these have been approved.

Article 7 Use

- 7.1 The Client will look after the Vehicle with due care and diligence, will strictly follow the instructions in the instruction book, will protect the Vehicle effectively to prevent theft, fire and damage and will use the Vehicle or allow it to be used in accordance with the nature and intended use of the Vehicle, with due observance of the applicable traffic regulations. The Client will not be permitted to affix any additional accessories, optional extras and/or lettering or advertising to the Vehicle, unless FS has given written permission in this respect.
- 7.2 The Client will permit other persons to use the Vehicle only if they hold a valid driving licence. The Client will ensure that the Vehicle is not used for taking part in races or speed performance tests.
- 7.3 The Client will indemnify or compensate FS, fully and immediately on demand, for any claims pursuant to any infringement of laws, regulations and other applicable provisions with regard to the condition and use of the Vehicle.
- 7.4 The Client will not be permitted to dispose of, pledge or otherwise encumber the Vehicle and will not be permitted, without the prior written permission of FS, to hire out or allow third parties to use the Vehicle for a consideration.

Article 8 Repairs and maintenance

- 8.1 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.
- 8.2 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. 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.
- 8.3 A defect of the odometer, tachograph or running hours counter must be reported to FS immediately, in writing. The defect must be repaired as soon as possible. The Client must enable FS to determine the number of kilometres driven/running hours in the period in which the odometer, tachograph or running hours counter was defective. If the number of kilometres driven cannot be determined afterwards unequivocally, this will be estimated by FS in all reasonableness and fairness and this estimate will be binding on the parties.
- 8.4 FS will not be liable for any loss suffered by the Client, such as the costs of alternative transport if not agreed on, because the Vehicle cannot be used due to maintenance, repairs or for other reasons. FS will also not be liable for any possible consequential damage as a result of the above.
- 8.5 FS will have the right to fit a data logger in the vehicle for a temporary period, for the purpose of checking the use of the vehicle. The costs involved in mounting and removing the data logger will be payable by FS.

If the maintenance and repair costs are included in the Contract the following provisions will also be applicable:

- 8.6 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.
- 8.7 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 Contract will not be reimbursed by FS.
- 8.8 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.
- 8.9 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.
- 8.10 During the term of the Contract FS will at all times have the right, when parts are replaced, to use reconditioned parts or exchange parts.
- 8.11 Unless stated otherwise in the contract, 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 oil and additives;
 - d. all statutory inspections that are obligatory or will yet be made obligatory, whether or not on a regular basis;
 - e. repairs of damage to bodywork;
 - f. spraying and cleaning the Vehicle;
 - g. towing or recovering the Vehicle;
 - h. the maintenance and repair of parts that do not belong to the standard Dutch model of the Vehicle;
 - i. work on the superstructure and retrofitted accessories;
 - j. loss or theft of parts;
 - k. 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.
- 8.12 During the last two months of the Contract, repairs and maintenance will only be carried out after consulting FS.

Article 9 Service components

- 9.1 The following service components (A to C) will only apply if and in so far as they have been agreed on in the Contract.

A. Replacement of tyres

- A1 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.
- A2 The Client is responsible for checking and adjusting the tyre pressure.
- A3 If the component 'winter tyres' forms part of the Contract, the tyres must be changed by a service provider designated by FS and within the term stated by FS.
- A4 The winter tyres will be stored with a service provider designated by FS and will remain the property of FS.

B. Alternative transport

- B1 The Client will be entitled to Alternative Transport if repair and maintenance are included in the Contract and if the repair and/or maintenance work cannot be carried out within the time specified in the Contract.
- B2 Unless stated otherwise in the Contract, the Replacement Vehicle will be of the same or virtually the same type as the Vehicle.
- B3 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.
- B4 The kilometres that have been driven with the Replacement Vehicle will be added to the number of kilometres driven with the Vehicle.
- B5 Unless agreed otherwise, the provisions of the Contract and the general conditions will apply to the Replacement Vehicle and its use.
- B6 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.

C. Fuel

- C1 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 Contract, 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 provided to the Client, free of charge, should the Client so request.
- C2 The card may only be used for the Vehicle specified in the Contract.
- C3 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.
- C4 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 10 Risk and insurance

- 10.1 Both if the costs of insurance are included in the Lease Price and in a situation in which the costs of insurance are not included in the Lease Price, the following applies:
- All risks concerning the Vehicle will be borne by the Client. The Client will be liable towards FS for loss, theft, damage and destruction of the Vehicle and/or related items;
 - If the Vehicle sustains damage or is involved in an incident, the Client will refrain from performing any acts and making any promises and statements from which any acknowledgement of liability could be inferred and will in general refrain from anything which may harm the interests of the insurer;
 - In the event of loss of the Vehicle for a period of more than 30 days or if the Vehicle is declared a total loss (technically and/or economically), the Client will pay FS the book value of the Vehicle, as apparent from the books of FS. Any insurance payments made by the insurer direct to FS will be deducted from this book value. To this value could be added the other fixed costs of the lease instalments not yet due and payable at that time, up to the earliest time that the Contract can be cancelled by FS without additional costs and/or compensation;
 - In the event of loss of the Vehicle for a period of more than 30 days or if the Vehicle is declared a total loss (technically and/or economically), settlement of the additional or fewer kilometres driven will take place, without prejudice to the provisions of paragraph (c) of this article, based on the kilometres/running hours most recently known to FS and extrapolated to the earlier end date, plus the costs of the kilometres driven with a Replacement Vehicle;
 - Damage to or loss of the Vehicle will not affect in any way whatsoever the obligations of the Client in accordance with the Contract;
 - The Client must ensure that the Vehicle is repaired within 60 days of the date of the damage.
- 10.2 In the event that the costs of insurance are **not** included in the Lease Price, the following also applies.
The Client will be obliged to take out adequate insurance cover during the full term of the lease for the Client's third-party liability and also for vehicle damage. Within the period specified in the insurance contract, the Client must report any damage to or with the Vehicle to the insurer in writing, using the applicable claim form, and send a copy to FS.
- 10.3 In the event that the costs of insurance are included in the Lease Price, the following applies in addition to what is provided in paragraph 1:
- The Client will continue to bear any and all risks not or not fully covered under the applicable insurance conditions. The costs of any excess charged by the insurer will at all times be borne by the Client. By signing the Contract, the Client declares that the Client is aware of and agrees to the terms and conditions of the insurance. The insurance conditions will at all times be available for inspection at the offices of FS and a copy of them will be sent to the Client, free of charge, should the Client so request. The insurance conditions can be downloaded from the website www.mercedes-benz-financialservicesdocs.nl;
 - FS will at all times have the right to bear the risks of vehicle damage itself or to place this with third parties to be chosen by it for this purpose;
 - The Client must report damage to FS by telephone within 24 hours and then confirm this to FS immediately in writing by means of the completed claim form. If, after repeated requests, a written report of the damage has not been made, FS will reserve the right to recover the amount of the claim, plus costs, from the Client.

Article 11 Motor vehicle tax or holdership tax

- 11.1 The Client guarantees that payment of the motor vehicle and/or holdership tax due for the Vehicle will be paid promptly during the entire term of the Contract, unless this tax is included in the Lease Price.
- 11.2 Any and all taxes or other levies imposed or still to be imposed in the future by the government based on the registration, ownership, holder ship, or use of the Vehicle will be payable by the Client. The Client must at all times ensure that these are paid promptly.

Article 12 Lease Price/adjustment

- 12.1 After the formation of the Contract, FS will be entitled to adjust the Lease Price without the Client consequently being entitled to terminate or otherwise end the Contract:
- If the costs of maintenance and repair or the costs of replacing tyres are included in the Lease Price and have increased. If these costs for a Vehicle with a maximum GVW (i.e. the weight of the Vehicle plus the maximum permitted load capacity) of 3,500kg have increased by more than 5 (five) per cent or if the GVW exceeds 3,500kg.

With each increase since the commencement date of the Contract or the previous adjustment of the Lease Price, the adjustment will be based on the changed costs of wages, materials and lubricants for repairs, maintenance or tyres, as evidenced for this period by the index figures determined by Statistics Netherlands (CBS) for the relevant wages and prices;

- b. in the event that the use of the Vehicle is clearly different or special, any additional costs can always be passed on to the Client after such different or special use has been established;
- c. if levies or other government measures give rise thereto;
- d. if changed insurance premiums (e.g. also for alternative transport), give rise thereto;
- e. if 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. In that case, FS will have the right to adjust the Lease Price with retroactive effect from the commencement of the Contract and also during the remaining term of the Contract.
An adjustment of the number of kilometres 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;
- f. in the event of any changes in prices and/or private motor vehicle and motorcycle tax that have become effective in the period between the date that the Vehicle was ordered and the actual delivery and commencement of the Contract.

12.2 In the event of changes to the Contract at the Client's request, a fee of EUR 250 will be payable to FS by the Client.

Article 13 Early termination of the Contract

13.1 Without prejudice to its right to compensation, FS will be entitled to terminate the Contract with immediate effect, without judicial intervention, by means of a unilateral written statement and to take back the Vehicle, if:

- a. the Client acts contrary to any of the articles of the Contract or the general conditions or has failed to comply with his/its obligations arising from the Contract;
- b. the Client is in arrears by two or more months as regards the payment of the instalments and the Client, after having been declared in default, fails to comply with all or part of his/its obligations;
- c. the insurance of the Vehicle has been terminated by or on behalf of the insurer;
- d. the Client has been granted a suspension of payments, is bankrupt or in a state of liquidation, has been placed under guardianship or if the statutory debt restructuring scheme for natural persons has been declared applicable to the Client;
- e. third parties have seized the Vehicle;
- f. the Client has permanently departed from the Netherlands or has deregistered from the municipal personal records database or the Commercial Register of the Chamber of Commerce or it can reasonably be assumed that the Client will permanently depart from the Netherlands or will deregister from the municipal personal records database or the Commercial Register of the Chamber of Commerce within a few months;
- g. the Client has died and FS has good reason to assume that the Client's obligations arising from the Contract will no longer be complied with or the Client has been dissolved as a legal person;
- h. the Client has misappropriated or disposed of the Vehicle;
- i. the Client has, for the purpose of concluding the Contract, deliberately provided FS with incorrect information of such a nature that FS would not have concluded the contract at all or not on the same conditions if it had been aware of the real state of affairs;
- j. the Client has unequivocally made it known that the Client wishes to terminate or arrange for the termination of the Contract.

13.2 The Client undertakes to inform FS immediately and in writing if one of the situations described in paragraph 1 has arisen.

13.3 In the event that FS has terminated the Contract for one of the above-mentioned reasons, the Client will no longer have the right to use the Vehicle and must hand it over to FS immediately, without any advertising and/or lettering.

13.4 In the event that FS exercises its right to terminate, granted to it in accordance with the provisions of paragraph 1 of this article, it will be entitled, without prejudice to its right to full compensation, to receive compensation from the Client amounting to the sum total of:

- a. the total of the overdue lease instalments and any other amounts charged to the Client by FS but not yet paid and the default interest payable in this respect, as well as any expenses and/or costs incurred for the Client but not yet charged;
- b. the total sum of the future lease instalments, as well as the agreed final instalment;
- c. the costs of taking the Vehicle back;
- d. the extrajudicial costs

13.5 The Contract will be terminated if the Vehicle has been declared a total loss and in the event of theft of the entire Vehicle, if the Vehicle has not been found within a period of 30 days.

Article 14 Early repayment

14.1 The Client is entitled to pay FS on the due date, in addition to the regular lease instalment due, one or more additional lease instalments or the total sum of the future lease instalments. If the Client pays the total sum of the future lease instalments early during the Term, he/it will be entitled to an interest rate discount, the amount of which will be determined at the time of repayment.

14.2 If the Client repays early, he/it will owe FS a fee of EUR 250.

Article 15 Final instalment / Transfer of ownership

15.1 After the expiry of the Term or the early repayment of future lease instalments, the Client will owe the final instalment referred to in the Contract.

15.2 The Client will obtain ownership on the suspensive conditions that the final instalment has been received by FS, it is no longer possible to reverse the sums received and the Client has also fulfilled all his/its other obligations under the Contract.

15.3 After the Client has been declared bankrupt, suspension of payments has been applied for or if the statutory debt restructuring scheme for natural persons has been declared applicable to the Client, the ownership of the Vehicle or Vehicles will only pass to the Client after all obligations under all lease agreements concluded between the Client and FS and/or companies affiliated to it have been fulfilled. The provisions of Article 13 of these General Conditions will apply in full.

Article 16 Final Settlement

16.1 After the Contract has ended, FS will be entitled to prepare a final settlement, in which any additional or fewer kilometres driven / running hours can be settled and also any additional amounts in accordance with Articles 12 and 14. The settlement with regard to the additional / fewer kilometres / running hours will solely concern the service components 'tyres' and 'repairs and maintenance', if these are included in the Lease Price, and therefore not the components 'depreciation' or 'repayment'.

Article 17 Change of address/registration/personal data

- 17.1 The Client will be obliged to inform FS promptly and in writing of any change of address, quoting the lease number.
- 17.2 FS will enter the information concerning the Contract in its records and – in accordance with legal provisions – register this information with Stichting BKR in Tiel.
- 17.3 The personal data and other details concerning the Client to be obtained by FS will be processed as referred to in the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens, Wbp*) for the provision of services as referred to in these general conditions and for other purposes as referred to in Sections 13 and 14 of the Dutch Personal Data Protection Act Exemptions Decree (*Vrijstellingsbesluit Wbp*).
- 17.4 This processing, as referred to in Article 17.3, 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 Dutch Personal Data Protection Act, 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 Contract. 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. Any objections lodged by the Client with FS against this processing for the purpose of direct mailing activities will be accepted.

Article 18 Disputes and applicable law

- 18.1 The Contract is exclusively governed by Dutch law. In the event of a dispute, the Utrecht District Court will have exclusive jurisdiction.

Article 19 Final provisions

- 19.1 If any part of the Contract, with appendices, 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 Contract with appendices unilaterally for the benefit of the Client.
- 19.2 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.
- 19.3 FS will assess the financial data of the Client for creditworthiness. FS will also be able to obtain information from Stichting BKR in Tiel.