



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

**Mercedes-Benz  
Financial Services**

**Definitions**

The following definitions are used in these Terms and Conditions:

Client:	the natural or legal person referred to in the Contract, with whom FS has entered into a Contract;
Contract:	the lease agreement entered into between FS and the Client, on the basis of which a Vehicle ordered from the dealer at the request of the Client is made available by FS to the Client;
FS:	the company Mercedes-Benz Financial Services Nederland B.V. referred to in the agreement, having its registered office in Nieuwegein, and/or its legal successor(s);
Annual Kilometre Total:	the use of the Vehicle in kilometres and/or running hours on an annual basis agreed in the Contract between FS and the Client;
Lease Charge:	the monthly instalment payable, agreed in the Contract; Term: the duration of the Contract specified in the Contract;
Replacement Vehicle:	a Vehicle made available to the Client by or through FS, which serves as a temporary replacement for the Vehicle as specified in the Contract;
Vehicle:	the Vehicle or replacement Vehicle made available by FS to the Client under the Contract, as well as any parts and accessories that have been or will be installed by way of replacement or renewal;

**Article 1 Scope**

- 1.1 These general terms and conditions apply to all offers and agreements regarding finance leases, in which reference is made to these terms and conditions. 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.
- 1.3 FS is entitled to adapt these General Terms and Conditions to changed circumstances, legislative or otherwise.

**Article 2 Formation and duration of an agreement**

- 2.1 A Contract will arise at the moment when FS has received a copy of the Contract, signed and unaltered by the Client, or in any case when FS and the Client have commenced its implementation.
- 2.2 The Contract is entered into for the term stated therein. A shorter term applies to the service components that form part of the Contract once the Vehicle has, within the Term, completed the number of kilometres and/or running hours specified in the Contract. When this number of kilometres and/or running hours is reached, the relevant service component will end and all costs will be borne by the Client. In this case, an additional charge will be made.

**Article 3 Payment**

- 3.1 Payment of the lease instalments 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 will commence on the delivery date as stated in the Contract.
- 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:
  - a. if the Client is a natural person who is not acting in the exercise of a profession or business, the rates set by order in council in implementation of Art. 6:96 Civil Code will apply;
  - b. in alle andere gevallen worden de kosten berekend op basis van 15% over de hoofdsom met een minimum van € 200,-.
- 3.5 If FS has reasonable doubts about the Client's continued ability to fulfil its obligations under the Contract, 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 Contract.
- 3.6 If the Client is a natural person, the Contract, as well as any payment arrears, will be registered or deregistered with the Stichting Bureau Kredietregistratie (BKR) in Tiel.

**Article 4 Transfer of rights and obligations**

- 4.1. FS has the right to transfer ownership of the Vehicle and the fulfilment of its obligations and the exercise of its rights under this Contract to one or more third parties. FS will give the Client timely written notice of such a transfer. By signing the Contract, the Client agrees to cooperate with and grants consent to this in advance.

**Article 5 Ownership**

- 5.1 The Vehicle will remain the legal property of FS during the Term of the Contract. The Client may use the Vehicle during the Term and will acquire 'beneficial' ownership of the Vehicle. The Client is therefore not authorised to dispose of, provide as security or otherwise encumber the vehicle.
- 5.2 The registration certificate will be issued in the name of the Client. The transfer certificate, Part II of the registration certificate or the registration code, will be held by FS. If any part of the registration certificates and/or number plates is missing, the Client must report this immediately to FS. The cost of replacement and any resulting damage must be paid by the Client. The Client must arrange for new number plates and/or a new registration certificate.



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- 5.3 If third parties exercise rights with respect to the Vehicle, assert a claim or otherwise take or threaten to take measures, the Client is obliged to inform these third parties immediately of FS's ownership rights and to inform FS within 24 hours and make arrangements in person if necessary. Any resulting costs must be paid by the Client.
- 5.4 If the Client does not return the Vehicle covered by this Contract within the agreed period following a return claim from FS, the vehicle manufacturer or providers of the telematics services installed in the Vehicle (e.g. MB Connect, Fleetboard) may transfer data relating to the Vehicle and its location to FS for the purpose of enforcing the return claim. Such processing will be based on the legitimate interest that FS has in enforcing its claim for the return of the Vehicle. In the same context, FS has a legitimate interest in providing the vehicle and location data to service providers hired to recover 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 is required to check the condition and version of the Vehicle in so far as this is possible. FS is not liable for any visible or hidden defects in the Vehicle, or for non-delivery, late delivery or incorrect delivery by the dealer on the planned or agreed date.
- 6.2 Unless agreed otherwise in writing, the Vehicle will be delivered in the version determined by the manufacturer for the Netherlands, equipped with any accessories and options ordered by the Client and any agreed superstructure and/or external fittings if these have been approved.

### **Article 7 Use**

- 7.1 The Client will treat the Vehicle with due care, adhere strictly to the instructions in the instruction booklet, protect the Vehicle effectively against theft, fire and damage and use it or ensure that it is used in a manner consistent with its nature and purpose, with due observance of the applicable traffic regulations. The Client is not permitted to affix additional accessories, options and/or lettering or advertising to the Vehicle, unless FS has given written permission for this.
- 7.2 The Client will only allow the Vehicle to be used by other persons who are in possession of a valid driving licence. The Client will ensure that the Vehicle is not used to participate in competitions or speed trials.
- 7.3 The Client will fully indemnify FS or hold it harmless, at the latter's request, against claims based on violations of laws, regulations and other applicable provisions, with regard to the condition and use of the Vehicle.
- 7.4 The Client is not permitted to dispose of, provide as security or otherwise encumber the Vehicle, or (other than with the prior written consent of FS) to rent out the Vehicle or allow third parties to use it for consideration.

### **Article 8 Repair and maintenance**

- 8.1 The Client will ensure that the Vehicle is in a complete state and in its original and good condition at all times. Adjustments and/or modifications, such as chip tuning or wrapping of the Vehicle, are not permitted.
- 8.2 The Client is required to maintain the Vehicle in accordance with the manufacturer's instructions and in accordance with the documents (maintenance booklet) or systems provided for the purpose in the Vehicle. Maintenance must be carried out by an authorised repairer for the make of Vehicle and/or a company authorised by FS.
- 8.3 Any defect in the odometer, tachograph or running hour 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 during the period in which the odometer, tachograph, or running hours counter was defective. If the number of kilometres driven during this period cannot be determined unequivocally, an estimate will be made by FS in a reasonable and fair manner; this estimate will be binding on the parties.
- 8.4 FS is not liable for damage suffered by the Client, such as, the cost of replacement transport if not agreed, due to inability to use the Vehicle due to maintenance, repair or other causes. FS is also not liable for any consequential damage due to the causes referred to in the previous sentence.
- 8.5 FS is entitled to temporarily install a data logger in the vehicle, with the aim of monitoring the use of the vehicle. The cost of installation and removal will be paid by FS.

If the costs of maintenance and repair are part of the Contract, the following provisions also apply:

- 8.6 The costs of repair and maintenance work, together with the cost of the materials, lubricating oils and greases necessary in this context, are included. Repairs and maintenance must be carried out by an authorised repairer for the make of Vehicle and/or a company authorised by FS.
- 8.7 The repairs and maintenance resulting from excessive wear and tear, improper use, misuse or negligence, as well as daily maintenance of the Vehicle, are at the expense and risk of the Client. The costs of repair and maintenance of parts, accessories, options, superstructure and/or external fittings that are not expressly included in the Contract will not be reimbursed by FS.
- 8.8 Any additional costs incurred because the Client has work performed outside normal working hours and outside the normal scope of maintenance will be paid by the Client.
- 8.9 Repairs to the Vehicle performed abroad must only be carried out after obtaining permission from FS. The associated costs will only be paid by FS, insofar as they would also have been incurred in the Netherlands.
- 8.10 During the term of the Contract, FS is at all times entitled to use original reconditioned parts (including exchange parts) when replacing parts.



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- 8.11 Unless stated otherwise in the agreement, the following costs are not included:
- a. repair and replacement of tyres and windows;
  - b. repairs that are necessary due to technical damage caused by incorrect use, incorrect operation or negligence, such as damage caused by overloading in any form whatsoever, to be demonstrated by FS;
  - c. labour and material costs for topping up of additives between servicing visits;
  - d. repair of bodywork damage;
  - e. spraying and cleaning of the Vehicle;
  - f. the maintenance and repair of parts that do not belong to the standard Netherlands version of the Vehicle;
  - g. work on superstructure or subsequently fitted accessories;
  - h. loss or theft of parts;
  - i. all additional costs for restoring the Vehicle to a proper state of maintenance due to failure to perform maintenance work or to do so in a timely manner;
  - j. repairing and/or replacing the high-voltage battery.
- 8.12 If ServicePlus is **NOT** part of the Contract for vans, trucks and/or buses, the following costs are not included:
- a. labour and material costs for topping up of oil between servicing visits;
  - b. all legal inspections that are or will be made mandatory, whether or not these are periodical;
  - c. towing or recovering the Vehicle.
- 8.13 During the last two months of the Contract, repairs and maintenance will only be carried out after consultation with FS.

### Article 9 Service components

9.1 The service components below (A to F) only apply if and insofar as they have been agreed in the Contract.

#### A. Tyre replacement

- A1 If the costs of tyre replacement are included, this only relates to costs arising from normal wear and tear. Replacement of tyres at the expense of FS will take place at the time deemed necessary by FS, and in any case before the legally required minimum tread depth is reached, and will be performed by a service provider determined by FS.
- A2 The Client is responsible for checking the tyre pressure and inflating tyres as needed.
- A3 If the winter tyre component is part of the Contract, the tyre change must take place at a service provider determined by FS and within the period specified by FS.
- A4 The winter tyres must be stored at a service provider to be determined by FS and remain the property of FS.

#### B. Replacement transport

- B1 The Client is entitled to replacement transport if repair and maintenance are part of the Contract and if the repair and/or maintenance work cannot be carried out within the time specified in the Contract.
- B2 The Replacement Vehicle will be of the same or almost the same category as the Vehicle, unless stated otherwise in the Contract.
- B3 FS is only obliged to provide a Replacement Vehicle if the Client is in not in default in any way in respect of its obligations towards FS at that time.
- B4 The kilometres driven with the Replacement Vehicle will be added to the total number of kilometres driven with the Vehicle.
- B5 The provisions of the Contract and these General Terms and Conditions apply to the Replacement Vehicle and its use, unless agreed otherwise.
- B6 If a Replacement Vehicle is used as referred to in this article, the Client will remain subject to the obligation to pay the agreed monthly instalment.

#### C. Fuel

- C1 FS levert de brandstofpas, hierna te noemen "pas". De Cliënt is verplicht zich stipt te houden aan de voor pas gestelde voorw.  
By signing the Contract, the Client agrees to the content of the provisions applicable to the card. These provisions are available for inspection on FS premises, and a copy will be provided to the Client free of charge on request.
- C2 The card may only be used for the Vehicle as stated in the Contract.
- C3 The risks associated with the use the card, including loss, theft, improper use or misuse, will be borne by the Client at all times.
- C4 The balance of the advances paid by the Client will be periodically settled with the Client on the basis of the actual fuel costs. If necessary, the fuel advance may be adjusted by FS.

#### D. Fleetboard invoicing

The Fleetboard charges, payable monthly, will be collected by FS. The General Terms and Conditions of the Fleetboard Master Agreement apply and have already been provided separately to the Client. These General Terms and Conditions can be downloaded from the website [www.mercedes-benz-financialservicesdocs.nl](http://www.mercedes-benz-financialservicesdocs.nl).

#### E. MB Uptime

The MB Uptime charges, payable monthly, will be collected by FS. The General Terms and Conditions of MB Uptime apply and have already been provided separately to the Client. These General Terms and Conditions can be downloaded from the website [www.mercedes-benz-financialservicesdocs.nl](http://www.mercedes-benz-financialservicesdocs.nl).



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### F. Charging station

- a. The costs of a charging station to be installed on the Client's premises are included in the Lease Charge and will be processed in such a way that the Client pays off the costs of the charging station to FS and acquires ownership of the charging station (in contrast to the Vehicle) at the start of the Agreement.
- b. The charging station will meet the Dutch standard for safe charging.
- c. The Client will inform his or her home contents insurer that a charging station has been installed on his or her property.

### Article 10 Risk and insurance

10.1 The following applies both if the costs of insurance are included in the Lease Charge and if the costs of insurance are not included in the Lease Charge:

- a. All risks relating to the Vehicle and the charging point will be borne by the Client. The Client is liable to FS for loss, theft, damage and destruction of the Vehicle and/or associated items;
- b. If the Vehicle is involved in an accident, the Client must refrain from actions, promises and statements from which any acknowledgement of liability can be derived and must in general refrain from anything that may harm the interests of the insurer;
- c. If the Vehicle is lost or goes missing for more than 30 days or if the Vehicle is declared a (technical and/or economic) total loss, the Client will pay FS the book value of the Vehicle as shown in FS's books. This book value will be reduced by any insurance payment made directly to FS by the insurer. It may be increased by the other fixed costs of the lease instalments that have not yet become due at that moment, until the first moment at which the Contract may be terminated by FS without additional costs and/or compensation;
- d. If the Vehicle is lost or goes missing for more than 30 days or if the Vehicle is declared a (technical and/or economic) total loss, without prejudice to the provisions of paragraph c of this article, settlement of the excess/shortfall in the kilometre total will take place on the basis of the last kilometre/running hour reading known to FS and extrapolated to the early termination date, supplemented by the costs of any kilometres driven with a replacement vehicle;
- e. Damage to or loss of the Vehicle will in no way affect the Client's obligations under the Contract;
- f. The Client must ensure that the Vehicle is repaired within 60 days of the date of damage.

10.2 If the costs of insurance are not included in the Lease Charge, the following also applies.

The Client is obliged to insure the Vehicle with sufficient third-party and bodywork cover throughout the agreement. The Client will report damage to or caused by the Vehicle to the insurer in writing within the period set for this in the insurance contract using the applicable claim form, and will send a copy to FS.

10.3 If the costs of insurance are included in the Lease Charge, the following applies in addition to the provisions of paragraph 1:

- a. Any risks that are not covered or not fully covered under the applicable insurance conditions will be borne by the Client. The excess charged by the insurer will be paid by the Client in all cases. By signing the Contract, the Client declares that he/she is aware of and agrees to the terms and conditions of the insurance. The insurance terms and conditions are always available for inspection at the office of FS and a copy will be sent free of charge to the Client on request. The insurance terms and conditions can be downloaded from the website [www.mercedes-benz-financialservicesdocs.nl](http://www.mercedes-benz-financialservicesdocs.nl).
- b. FS is at all times entitled to bear the risks of bodywork damage itself or to arrange for them to be covered by third parties selected by it for this purpose.
- c. The Client will report any damage to FS by telephone within 24 hours and confirm this in writing to FS immediately afterwards by means of a completed damage form. If, after repeated requests, no written report of damage has been made, FS reserves the right to recover the amount of the damage, plus costs, from the Client.

### Article 11 Motor vehicle or ownership tax

11.1 The Client is responsible for timely payment of the motor vehicle and/or ownership tax due for the Vehicle throughout the term of the Contract, unless this is included in the Lease Charge.

11.2 Any taxes or other charges levied now or in the future by the Government on the basis of the registration, ownership or use of the Vehicle will be borne by the Client. The Client must always ensure that payment is made in a timely manner.

### Article 12 Lease Charge/adjustment

12.1 After the conclusion of the Contract, FS is authorised to adjust the Lease Charge without the Client being authorised to dissolve or otherwise terminate the Contract as a result:

- a. if the costs of maintenance and repair or the costs of replacing the tyres are included in the Lease Charge and these have increased. If these costs for a Vehicle with a GVW (the Vehicle's own weight plus the maximum permitted load capacity) of no more than 3500 kg have increased by more than 5 (five) percent or if the GVW exceeds 3500 kg. In the event of any increase since the commencement date of the Contract and any previous change in the rate in this respect, the basis will be the change in the cost of labour, materials and lubricants for repair, maintenance and tyre replacement, as evidenced by the index figures determined by Statistics Netherlands for the relevant wages and prices for that period;
- b. in the event of a clearly abnormal or special use of the Vehicle, any additional costs may always be passed on to the Client after the abnormal or special use has been established;
- c. if taxes or other government measures give cause to do so;
- d. if changes in insurance premiums (including those for replacement transport) give cause to do so;



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- e. if the Vehicle's total kilometres and/or running hours deviate by more than 10% from the agreed monthly kilometre total and/or running hours. In this case, FS is entitled to adjust the Lease Charge retroactively from the start of the Contract, as well as during the remaining term of the Contract. Adjustment of the kilometre total will take place with due observance of the Vehicle's maximum kilometres and/or running hours. This maximum depends on the type of Vehicle and will be determined by FS;
  - f. if price changes and/or BPM (tax on passenger vehicles and motorbikes) changes occur, which have become effective in the period between the ordering of the Vehicle and the actual delivery and commencement of the Contract.
- 12.2 In the event of an amendment of the Contract at the Client's request, the Client will be liable to pay FS a fee of €350.

### **Article 13 Interim dissolution and termination of the Contract**

- 13.1 Without prejudice to the right to compensation, FS is authorised to dissolve the Contract with immediate effect, and without judicial intervention, by means of a unilateral written declaration and to take possession of the Vehicle, if:
- a. the Client is in breach of any article of the Contract or the General Terms and Conditions or is in default with respect to its obligations arising from the Contract.
  - b. the Client is two or more months in arrears with payment of the instalments and, after having been given notice of default, fails to fulfil its obligations in full.
  - c. the Vehicle's insurance has been terminated by or on behalf of the insurer;
  - d. the Client is in suspension of payment or has been declared bankrupt or gone into receivership, or if the debt rescheduling scheme for natural persons has been declared applicable to the Client;
  - e. the Vehicle has been seized by third parties;
  - f. the Client has left the Netherlands to live abroad or has deregistered from the municipal personal records database or the trade register of the Chambers of Commerce, or it can reasonably be assumed that the Client will within the next few months leave the Netherlands to live abroad or arrange for deregistration from the municipal personal records database or the trade register of the Chambers of Commerce;
  - g. the Client has died and FS has good reason to assume that the Client's obligations under the Contract will no longer be fulfilled, or if the Client has been dissolved as a legal entity;
  - h. the Client has misappropriated or disposed of the Vehicle;
  - i. with a view to entering into the Contract, the Client has deliberately provided FS with incorrect information of such a nature that FS would not have entered into the Contract or not done so under the same conditions if it had been aware of the correct state of affairs;
  - j. the Client has unequivocally indicated that it wishes to terminate the Contract;
  - k. 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.
- 13.2 The Client undertakes to inform FS immediately and in writing if any of the situations described in paragraph 1 applies.
- 13.3 In the event that FS has dissolved the Contract on one of the aforementioned grounds, the Client will no longer be entitled to use the Vehicle and will hand it over to FS immediately, in a state free from any advertising and/or lettering.
- 13.4 If FS makes use of its right of dissolution on the grounds of paragraph 1 of this article, it will be entitled, without prejudice to its right to complete indemnification, to compensation from the Client in the amount of (the sum of):
- a. the sum of the overdue lease instalments and any further amounts charged by FS to the Client but not yet paid, and the late-payment interest due thereon and the expenses and/or costs incurred on behalf of the Client but not yet charged;
  - b. the total of the future lease instalments, as well as the agreed balloon payment;
  - c. the costs of recovering the Vehicle;
  - d. the extrajudicial costs.
- 13.5 The Contract will be terminated in the event of the total loss of the Vehicle or in the event of theft of the entire Vehicle without its recovery within 30 days.

### **Article 14 Early repayment**

- 14.1 The Client is entitled, after consultation with FS, to pay FS the total of all future lease 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.
- 14.2 Indien de Cliënt vervoegd aflost is deze aan FS een vergoeding van € 350,.

### **Article 15 Balloon payment/transfer of ownership**

- 15.1 After the expiry of the Term, or after early repayment of future lease instalments, the Client will be liable to pay the balloon payment referred to in the Contract.
- 15.2 The Client will acquire ownership subject to the conditions precedent that the balloon payment has been received by FS and the payments received can no longer be cancelled, and the Client has also fulfilled all its other obligations under the Contract.
- 15.3 After the Client has been declared bankrupt, or suspension of payments has been applied for or the Natural Persons Debt Rescheduling Act (WSNP) has been declared applicable to the Client, ownership of the vehicle or vehicles will only be transferred to the Client after all obligations arising from all lease agreements entered into between the Client and FS and/or its affiliates have been fulfilled. The provisions of Article 13 of these General Terms and Conditions will apply in full.

**Article 16 Final settlement**

- 16.1 After the Contract has been terminated, FS is entitled to draw up a final settlement to take account of any excess or shortfall in the kilometre total/running hours and any other adjusting payments such as those pursuant to Art. 12 and Art. 14. The adjusting payment with regard to any excess or shortfall in the kilometre total/running hours will only relate to the service components tyres, repairs and maintenance that are included in the Lease Charge and therefore not to the depreciation or repayment component.

**Article 17 Address changes/registration/personal data**

- 17.1 The Client is obliged to notify FS of address changes in writing in a timely manner, stating the agreement number.
- 17.2 FS will register the data relating to the Contract in its administrative system and in accordance with legal regulations with Stichting BKR in Tiel.
- 17.3 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.
- 17.4 By means of the processing as referred to in Article 17.3, 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 Contract. 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 mailing activities at any time.
- 17.5 The FS privacy policy may be viewed at: [www.mercedes-benz-financialservices.nl/privacy](http://www.mercedes-benz-financialservices.nl/privacy).

**Article 18 Disputes and applicable law**

- 18.1 This Contract is governed exclusively by Dutch law. In the event of any disputes, the Court of Utrecht has exclusive jurisdiction.

**Article 19 Final provisions**

- 19.1 If any part of the Contract with its annexes 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 Contract, with its annexes, in favour of the Client.
- 19.2 If, for whatever reason, the Client is unable to use the Vehicle, FS will never be liable for any damage whatsoever incurred by the Client.
- 19.3 FS will check the Client's financial data for creditworthiness. FS will also be able to obtain information from Stichting BKR in Tiel.