

GENERAL HIRE PURCHASE CONDITIONS
MERCEDES-BENZ FINANCIAL SERVICES NEDERLAND B.V.
Translated Version

Definitions

You	You are the person we have concluded the agreement with. By 'you' we also mean the co-signatory, if applicable.
We	We are Mercedes-Benz Financial Services Nederland B.V., hereinafter referred to as 'we' and 'us/our'.
Dealer	The official dealer who has delivered the car to you.
Agreement	The hire purchase agreement we have concluded with you.
Term	The duration of the agreement.
Car	The car for which you have concluded this agreement, including the parts which will be renewed or replaced during the agreement.

1. Cooling-off period

You have a cooling-off period of 14 days. This means that you can terminate the agreement within 14 days of the date on which it was signed. The following applies:

- 1.1 You must send us an email or registered letter within 14 days. You do not need to give any reasons.
- 1.2 You must deliver the car to us in complete condition, within 14 days and at a location specified by us. We will charge you a maximum of € 25 for this.
- 1.3 Any payments you have already made will be returned to you within 14 days of the date on which the agreement was terminated. No costs will be charged for this.
- 1.4 If you have used the car intensively and if it has been used more than would be expected from a test drive, you will be liable for the decrease in value and will be invoiced for this.
- 1.5 If you have purchased the car for your profession or business, you will not be entitled to a cooling-off period.

2. Stichting Bureau Krediet Registratie

We are registered with Stichting Bureau Krediet Registratie (www.bkr.nl) (Credit Registration Office). This means the following for you:

- We will request information about you and determine whether a loan is justified in your case.
- We will register the agreement as soon as you have signed it.
- Any arrears in payment will be reported.
- We will deregister the agreement as soon as you have paid all the outstanding amounts.
- You can look up the information held by BKR via www.bkr.nl

3. Monthly payments (the monthly amount)

- 3.1 You authorize us to collect the monthly amount by direct debit.
- 3.2 We will take the monthly amount from your account each month in arrears.
- 3.3 You will always remain responsible for payment of the monthly amounts. Even if you cannot use the car.

4. Payment arrears

We assume that you will pay on time. These are the consequences if you fail to pay on time:

- 4.1 You will receive a notice of default. If you still fail to pay, you will have to pay additional costs. This is called an arrears charge.
- 4.2 This arrears charge is calculated on the amount you have not paid based on an exact number of days. The maximum arrears charge percentage is the interest rate specified in the agreement.
- 4.3 If you are in arrears with payments, we may make new agreements with you. We will not need to amend the agreement or conclude a new agreement for this.

5. Early repayment

If you repay one or a number of monthly amounts early, this is known as a 'partial early repayment'. If you repay the whole remaining debt and any final instalments, this is known as a 'full early repayment'.

- 5.1 You can make a partial or full early repayment at any time. No costs will be charged for this.
- 5.2 After a partial early repayment we will recalculate the remaining total credit charges. You will be entitled to a reduction of the monthly amount if the remaining term remains the same.

- 5.3 In the case of full early repayment, the agreement will end, all your and our obligations will cease to exist and you will own the car.

6. Ownership

- 6.1 Mercedes-Benz Financial Services Nederland B.V. has the legal ownership of the car until you have complied with all the obligations arising from the agreement. You will acquire legal ownership of the car when you have complied with all your obligations. You will receive the vehicle registration code as soon as you can no longer reverse the amounts we have collected.
- 6.2 The car will be registered in your name. You will receive a vehicle registration card from the RDW (National Vehicle and Driving Licence Registration Authority). We will receive and keep the ownership code.
- 6.3 You will be responsible for the registration card and the number plates. You must inform us immediately if they have been mislaid, stolen or lost. You will be responsible for reporting the theft to the police, replacing the plates and paying the costs involved. You will also pay for any loss resulting from the registration card or number plates having been lost.

7. Maintenance, risk and insurance

- 7.1 You will take good care of the car, ensure that it is always in complete, original and good condition and follow the manufacturer's maintenance instructions.
- 7.2 You can never hold us liable in the event of damage or loss caused by the use of the car.
- 7.3 You will be responsible for taking out comprehensive insurance for the car (*WA Casco*).
- 7.4 You will be liable if the car or parts and accessories are lost, stolen, damaged or destroyed.
- 7.5 You may not sell or hire out the car or hand it over to someone as security (pledge) or encumber it in any other way whatsoever.

8. Debts due and payable

- 8.1 In a number of situations we can terminate the agreement immediately and demand payment of the entire outstanding amount in one lump sum. You must then pay us that amount in full. If you fail to do so, we can demand that you return the car. The debt will be due and payable in the following situations:
- You fail to adhere to the agreements specified in the agreement or the general conditions;
 - You have not paid two or more monthly amounts and have also failed to pay the outstanding amounts after we have given you notice of default;
 - You have applied for a suspension of payments, have been declared bankrupt or put into liquidation, placed under guardianship or put into administration or the Dutch Debt Management (Natural Persons) Act (*Wet schuldsanering natuurlijke personen, Wsnp*) applies to you;
 - The insurance company has terminated the insurance of your car;
 - You have moved abroad or deregistered from the personal records database, or we have reason to believe you will do so in the near future;
 - You have misappropriated or sold the car, or someone has seized the car;
 - You deliberately gave us incorrect or incomplete information when we concluded the agreement with you;
 - You die and no further payments or repayments are made and the debt has not been cancelled.
- 8.2 You will still be able to reverse the termination of the agreement on account of payment arrears (as described in Article 8.1b) by paying us, within 14 days, all the monthly amounts due, the arrears charge and the costs.
- 8.3 If you have paid more than $\frac{3}{4}$ of the credit amount, you need not return the car.
- 8.4 If you do not return the car within the agreed period, we will use all the technical means at our disposal to get the car back. We will, for instance, try to trace the car by connecting with the equipment in the car (such as MB Connect). We will also share information about the car and the location with parties helping us to get the car back. We share this information on the basis of our legitimate interest in retrieving our car. On the basis of our legitimate interest we are entitled to share the vehicle and location details with service providers in order to retrieve the car, and with government bodies.

9. Cover in the event of dismissal

If you have been dismissed and become unemployed as a result and therefore wish to terminate the agreement, cover in the event of dismissal may apply to you. This cover only applies if you are a natural person and drive a Mercedes-Benz or Smart. You must also satisfy the conditions. All the applicable conditions can be found in 'Verzekeringsvoorwaarden ontslagdekking' (dismissal cover insurance conditions) on www.mercedes-benz-financialservicesdocs.nl. You can also request a copy from us. These conditions form an integral part of this agreement.

10. Cancellation in the case of death

- 10.1 If you (or the co-signatory) die, the surviving relatives need not pay the outstanding amounts in every case. The maximum amount applicable in the case of cancellation is € 45,000 for all agreements between you and us. These are the conditions for cancellation:
- a. If you die within 60 months of the due date of the first monthly amount;
 - b. If you have paid all the monthly amounts due and therefore are not in arrears with payments;
 - c. If you were below the age of 65 on commencement of the agreement and not yet aged 70 at the time of your death;
 - d. If you were healthy on commencement of the agreement: in the twelve months before that you were not treated for any illness, injury, disorder or complaint which was medically diagnosed or for which treatment was necessary and/or carried out, unless this is totally unrelated to your death. Your surviving relatives must be able to demonstrate this by means of a statement given by your family doctor or the attending specialist;
 - e. If you did not receive incapacity benefit on commencement of the agreement, unless the disorder for which you received this benefit is totally unrelated to the cause of your death. Your surviving relatives must be able to demonstrate this by means of a statement given by your family doctor or the attending specialist.
- 10.2 Cancellation furthermore does not apply in the following cases:
- a. If we have laid down in writing in the agreement that cancellation is excluded;
 - b. If you died by committing suicide or from the consequences of an attempt to commit suicide;
 - c. If you died because you actively participated in acts of war;
 - d. If you were not registered with an address in the Netherlands at the time of your death.
- 10.3 In the event that you die within 6 months of the commencement of the agreement and this is not as a result of an accident, the cancellation will not apply.

11. Other matters

- 11.1 These conditions apply to all offers and agreements concerning hire purchase.
- 11.2 We will enter your personal data in our records. We will use this personal data to provide you with the best possible service and to inform you of our offers and special offers. We will only pass on your data to others if this is permitted or prescribed by law. You can find more information in our Privacy Statement on www.mercedes-benz-financialservices.nl/privacy and read how you can raise objections.
- 11.3 Will there be any changes in your personal data? Or are you moving to another address? You must inform us of this immediately.
- 11.4 We regularly check whether our clients are listed on generally accessible international sanctions lists. This is to ensure that we comply with the regulations that Daimler A.G., which we are a member of, must comply with.
- 11.5 As a loan provider we are supervised by the Netherlands Authority for the Financial Markets (AFM) and are registered under number 12013436.