

# GENERAL TERMS AND CONDITIONS FOR HIRE PURCHASE MERCEDES-BENZ FINANCIAL SERVICES NEDERLAND B.V.

## Definitions

<b>You</b>	You are the person with whom we have entered into the agreement. By 'you' we also mean any co-signatory.
<b>We</b>	We are Mercedes-Benz Financial Services Nederland B.V. We refer to ourselves from now on as 'we' and 'us/our'.
<b>Dealer</b>	The official dealer who delivered the car to you.
<b>Agreement</b>	The hire-purchase agreement that we have entered into with you.
<b>Term</b>	The duration of the agreement.
<b>Car</b>	The car for which you have entered into this agreement. Also included are any parts that are renewed or replaced during the term of the agreement.

## 1. Cooling-off period

You have 14 days to change your mind. You may dissolve the agreement within 14 days of signing it. The arrangements for this are as follows:

- 1.1 You send us an email or registered letter within 14 days. You do not have to give a reason for changing your mind.
- 1.2 You return the car to us in a complete state. You must do this within 14 days at a location determined by us. We will charge you a maximum of €25 for this.
- 1.3 Any payments that you have already made will be refunded within 14 days of the dissolution of the agreement. We will not make any charge for this.
- 1.4 If you have used the car intensively and it has been used more than would be expected of a test drive, you are liable for the reduction in the car's value and will be invoiced for this.
- 1.5 If you bought the car for your work or for your company, you are not entitled to a cooling-off period.

## 2. Stichting Bureau Krediet Registratie

We are affiliated with a credit bureau, Stichting Bureau Krediet Registratie ([www.bkr.nl](http://www.bkr.nl)). This means the following with regard to you:

- We will request information about you and assess whether it is responsible for you to take on a loan.
- We will register the agreement with the bureau as soon as you have signed it.
- We will report any late payment.
- We will deregister the agreement with the bureau as soon as you have paid all outstanding amounts.
- You can view your data held by BKR at [www.bkr.nl](http://www.bkr.nl).

## 3. Monthly payments (the monthly instalment)

- 3.1 You authorise us to collect the monthly instalment automatically.
- 3.2 We will collect the monthly instalment from your account every month in arrears.
- 3.3 You always remain responsible for paying the monthly instalments, even if you are unable to use the car.

## 4. Late payment

We expect you to pay on time. These are the consequences if you pay late:

- 4.1 You will receive a notice of default. If you still do not pay, you must pay extra charges. This is called a late payment penalty.
- 4.2 This late payment penalty will be calculated accurately in days on the amount that you have failed to pay. The maximum late payment penalty percentage is the interest percentage from the agreement.
- 4.3 If you have payment arrears, we may make new arrangements with you. We do not have to adjust the agreement or enter into a new agreement in order to do this.

## 5. Early repayment

If you pay one or more monthly instalments early, this is called 'partial early repayment'. If you clear the entire remaining debt and pay any balloon payment, we call this 'full early repayment'.

- 5.1 You can make a partial or full early repayment at any time. We will not apply any charges for doing this. Send an email with your request to [customer-mbfsnl@daimler.com](mailto:customer-mbfsnl@daimler.com). We will contact you to arrange the repayment with you.
- 5.2 After a partial early repayment, we will recalculate the remaining total credit costs. You are entitled to a reduction of the monthly instalment if the remaining term remains the same.
- 5.3 In the event of full early repayment, the agreement and all obligations between you and us come to an end and the car becomes your property.

## 6. Ownership

- 6.1 The car is the legal property of Mercedes-Benz Financial Services Nederland B.V. until you have fulfilled all obligations under the agreement. You will become the legal owner of the car when you have fulfilled all your obligations. You will receive the registration code as soon as you can no longer cancel the payments we have collected.
- 6.2 The registration number of the car is in your name. You will receive a registration card from RDW. We will receive and store the registration code.
- 6.3 You are responsible for the registration card and number plates. If these go missing or are stolen or lost, you must inform us immediately. You are responsible for reporting any loss or theft to the police, for replacing the plates and paying any related charges. You must also pay for any damage caused by the loss.
- 6.4 If you have chosen to install a charging station on your own property, the costs of this are included in the monthly instalment. The charging station will meet the Dutch standard for safe charging. You must inform your home insurance provider that you have a charging station. You will become the owner of the charging station after its installation.

## 7. Maintenance, risk and insurance

- 7.1 You must treat the car with care, ensuring that it remains in a complete state and in its original and good condition at all times, and you must adhere to the manufacturer's maintenance instructions.
- 7.2 You may not under any circumstances hold us liable if damage occurs due to the use of the car.
- 7.3 You must arrange third-party/bodywork insurance for the car yourself.
- 7.4 You are liable for any loss, theft or destruction of, or damage to, the car or parts and associated items.
- 7.5 You may not dispose of the car, rent it out, hand it over to someone as security (pledge it) or 'encumber' it in any other way.

## 8. Claimability

- 8.1 In various circumstances we may terminate the agreement immediately and claim the entire outstanding amount as a single payment. You must pay that amount to us in full. If you fail to do so, we may reclaim the car. Claimability applies in the following situations:
  - a. If you do not comply with the arrangements in the agreement or the general terms and conditions;
  - b. If you have not paid two or more monthly instalments and you do not pay the outstanding amounts after receipt of our notice of default;
  - c. If you have applied for a suspension of payment, have been declared bankrupt, have gone into receivership or administration or if the Natural Persons Debt Rescheduling Act (Wsnp) applies to you;
  - d. If the insurer has terminated the insurance on your car;
  - e. If you have moved abroad or have deregistered from the personal records database, or if we have reason to believe that you will do so soon;
  - f. If you have misappropriated or sold the car, or if someone confiscates the car;
  - g. If you knowingly gave us incorrect or incomplete information when we entered into the contract with you;
  - h. If you die and the instalments do not continue to be paid, the outstanding amount is not paid off and there is no question of cancellation of the debt.
  - i. If there is an unacceptable risk as referred to in Article 11.4.If any of these situations applies to you, you or one of your next of kin must inform us immediately in writing.
- 8.2 You can undo the dissolution of the agreement due to late payment (as described in Article 8.1b) by paying all due monthly instalments, the late payment penalty and the costs to us within 14 days.
- 8.3 If you have paid more than ¾ of the loan amount, you do not have to return the car.
- 8.4 If you do not return the car within the agreed period, we will use all technical means available to us to get the car back. For example, we will try to locate the car by connecting to the equipment in the car (such as MB Connect). We will also share information about the car and its location with parties who can help us to get the car back. We will do this on the basis of our legitimate interest in being able to retrieve our car. On the basis of our legitimate interest, we may share the vehicle and location data with service providers, in order to retrieve the car, and with government agencies.

## 9. Employment termination cover

If your employment is terminated and you therefore become unemployed and wish to cancel the agreement for that reason, the employment termination cover may apply to you. This cover only applies if you are a natural person and drive a Mercedes-Benz or Smart. You must meet the conditions. All applicable conditions can be found in the 'Verzekeringsvoorwaarden ontslagdekking, versie AV ONT 19.3' ('Insurance terms and conditions for termination cover, version AV ONT 19.3') at [www.mercedes-benz-financialservicesdocs.nl](http://www.mercedes-benz-financialservicesdocs.nl). You may also request a copy from us. These conditions constitute an integral part of this agreement.

## 10. Cancellation of debt on death

- 10.1 If you die (or if the co-signatory dies), the next of kin do not have to pay the outstanding amounts in all cases. The maximum debt cancellation amount is €45,000 for all agreements between you and us. These are the conditions for debt cancellation:
  - a. You die within 60 months of the due date of the first monthly instalment;
  - b. You have paid all monthly instalments due and therefore have no payment arrears;
  - c. You were less than 65 years old at the start of the agreement and less than 70 years old at the time of your death;
  - d. You were healthy at the start of the agreement: in the previous twelve months, you were not treated for any illness, injury, condition or complaint for which a medical diagnosis was made or for which treatment was necessary and/or provided. This applies unless your death is completely unrelated to such conditions. Your next of kin must demonstrate this with a statement from your general practitioner or medical specialist;
  - e. You were not receiving disability benefit at the start of the agreement. This applies unless the condition for which you received this benefit is completely unrelated to the cause of your death. Your next of kin must demonstrate this with a statement from your general practitioner or medical specialist.
- 10.2 Moreover, debt cancellation does not apply in the following circumstances:
  - a. If we have specified in writing in the agreement that debt cancellation is excluded;
  - b. If you died by suicide or as a result of a suicide attempt;
  - c. If you died because you actively participated in acts of war;
  - d. If you were not registered with an address and place of residence in the Netherlands at the time of your death.
- 10.3 If you die within 6 months of the start of the agreement – unless your death results from an accident – debt cancellation does not apply.

## 11. Other matters

- 11.1 These terms and conditions apply to all offers and agreements for hire purchase.
- 11.2 We will include your personal data in our administrative records. We use this information to provide you with an optimal service and to inform you about our offers and promotions. We will only pass on your data to others if this is permitted or required by law. You can find more information about how we use your data and how to object to this in our Privacy Statement at [www.mercedes-benz-financialservices.nl/privacy](http://www.mercedes-benz-financialservices.nl/privacy).
- 11.3 If there is any change to your personal data, or if you move to another address, you must inform us immediately.
- 11.4 We are required by law to screen all our customers for risk factors relating to money laundering and/or the financing of terrorism if we enter into or have already entered into an agreement. We also regularly check whether our customers appear on generally accessible sanction lists. If our enquiries show that there is an unacceptable risk, we will not enter into an agreement in progress or will dissolve the existing agreement.
- 11.5 As a credit provider, we are supervised by the Netherlands Authority for the Financial Markets (AFM) and registered under number 12013436.

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