

GENERAL PRIVATE LEASE 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 private lease agreement we have concluded with you.
Term	The duration of the agreement.
Contracted Kilometres Per Year	The agreed number of kilometres you drive per year.
Lease Price	The amount you pay us each month.
Car	The car for which you have concluded this agreement, including the parts that are renewed or replaced during the term of the agreement.

Start of the agreement

1. Start

The agreement will start as soon as you have signed the agreement and you start using the car.

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 private lease agreement is justified in your case.
- We will register the agreement as soon as you have signed it.
- We will report any arrears in payment.
- We will deregister the agreement as soon as you have paid all outstanding amounts.
- You can look up the information held by BKR via www.bkr.nl.

Payments and Lease Price

3. Monthly payments of the lease price

- 3.1 You authorize us to collect the lease price by direct debit.
- 3.2 We will take the lease price from your account each month in arrears.
- 3.3 You will always remain responsible for payment of the lease prices.

4. Payment arrears

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

- 4.1 We will send you 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 arrears charge percentage is equal to the interest rate in the agreement and is calculated on the amount you fail to pay in time.
- 4.3 If we engage lawyers, bailiffs or others to receive our money, you will pay the costs involved. We abide by the statutory sliding scale of the Extrajudicial Collection Costs (Standards) Act (*Wet Normering Buitengerechtelijke Incassokosten, WIK*) and the corresponding decision.

5. Can the lease price change?

In some cases we are entitled to change the lease price. This will not entitle you to terminate the agreement. This concerns the following situations:

- a. if the price of the car / and or private motor vehicle and motorcycle tax (BPM) is increased between the time the car is ordered and is delivered to you;
- b. if the government increases the tax for possession or use of the car or takes other measures that give rise to this;
- c. if the insurance premium for the car has increased;
- d. if you move house, the amount of car tax (also known as Holdership Tax (*Houderschapsbelasting*)) may change;
- e. if we have extra costs because you have not used the car for its normal purpose or in a standard manner. We will then pass on these costs to you;
- f. if the cost of maintenance and repair or the cost of tyres has increased significantly;
- g. if the car is driven more or less than 10% of the contracted kilometres per year, we may adjust the lease price.
This may be done with retroactive effect from the start of the agreement. We may also adjust the remaining term.

The car

6. Delivery of the car

- 6.1 The car will be delivered to you by the dealer.
- 6.2 You will receive the car in the version you have agreed on.
- 6.3 On delivery you are required to inspect the car. Is this the car you ordered, is the car free from damage?

7. Who owns the car?

- 7.1 We are the owner of the car. You may drive the car for the duration of the agreement.
- 7.2 Persons with a valid driving license are allowed to drive the car. Neither you nor anyone else is permitted to sell the car or give it to anyone else as security or any other right.

- 7.3 The vehicle registration certificate will be put on 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 vehicle registration code.
- 7.4 You will be responsible for the vehicle 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 card and/or the plates and paying the costs involved. You will also pay for any loss resulting from the vehicle registration card or number plates having been lost.
- 7.5 You are not allowed to change or add anything to the car without our permission. This applies, for example, to chip tuning. If, after having obtained our approval, you add an accessory or an additional item (a tow bar, for example) to the car, this will become part of the car and will be covered by the agreement. If you add an accessory at your own expense, you must remove this without causing damage before returning the car. The costs and risk will be borne by you.

8. The use of the car

- 8.1 You will take good care of the car and you will ensure that other drivers or occupants do the same.
- 8.2 You will ensure that the person driving the car is in possession of a valid driving licence and that all drivers and occupants of the car comply with all traffic laws and regulations.
- 8.3 You will ensure that no one uses the car for:
 - speed races, endurance races, training sessions or driving lessons;
 - paid transport of persons or goods;
 - car rental or use as a shared car.
- 8.4 You will take reasonable measures to prevent theft, fire and damage.
- 8.5 You are responsible for all items belonging to the car, such as keys and the vehicle registration card. If something is lost or broken, you will pay for it.
- 8.6 You are liable for damage, levies and fines resulting from the use of the car.
- 8.7 You may not dispose of, pledge, hire out or encumber the car or give it as security in any form whatsoever.

9. Agreements concerning repair and maintenance

- 9.1 You will take good care of the car, ensure that it is always in complete, original and good condition and follow the manufacturer's servicing and repair instructions.
- 9.2 You are responsible for ensuring that the car is serviced, repaired and has passed its periodic vehicle inspection (APK) on time. You are required to follow the manufacturer's instructions, the service schedule and the systems in the car.
- 9.3 We will pay the costs of repairs and maintenance, with the necessary lubricants, greases and labour.
- 9.4 If the systems in the vehicle indicate that a service is required, please go to the Mercedes-Benz dealer in the Netherlands for service.
- 9.5 If you are abroad and repair is required, please contact the Mercedes-Benz Customer Assistance Centre, telephone +31 800 9777 7777. In that case our approval will be required for the repair. We will pay the costs only if they would also have been incurred in the Netherlands.
- 9.6 If we need to replace parts, we may also use reconditioned parts or exchange parts.
- 9.7 If the odometer is broken, you should report this to us within 24 hours and have the odometer repaired by a Mercedes-Benz dealer. The number of kilometres you have driven with the broken odometer will be determined in consultation with you.
- 9.8 You must never carry out repairs and maintenance yourself.
- 9.9 During the last six months of the agreement, repairs and maintenance will only be carried out in consultation with us.

10. When do you pay the repair or maintenance costs yourself?

- 10.1 Have you neglected the car, for example because you did not have repairs and maintenance carried out on time? Or have you used the car in an irresponsible way as a result of which the car is damaged? Has the car been subjected to excessive wear, improper use, abuse or negligence, for example, because you have not checked the oil level often enough and there is little or no oil in the engine? And does the car need servicing or repair as a result? In that case the costs will be borne by you.
- 10.2 If you have an item repaired or serviced that does not belong to the car according to the car description in the agreement, the costs will be borne by you.
- 10.3 If you have anything repaired or serviced outside normal working hours which does not come under normal maintenance, and if you have costs as a result, the additional costs will be borne by you.

11. Which costs will always be payable by you?

You will always pay the costs for fuel (unless a fuel card is part of this agreement), the insurance excess, the cleaning of the car, traffic fines, tolls and parking fees and the repairs of moveable parts. These include: navigation updates, 'Mercedes me' account, ski boxes, child seats, portable devices and similar accessories.

12. Replacement of tyres

- 12.1 We will determine when to replace the tyres of the car. We will do this in any case prior to the tyres having worn down to the statutory minimum tread depth. We will pay the cost of replacing the tyres and determine who will replace the tyres. We will pay these costs only if it concerns normal wear and tear.
- 12.2 You must regularly check the tyre pressure yourself and inflate the tyres if necessary. Under no circumstances must you replace the tyres yourself.
- 12.3 If you are entitled to winter tyres in your agreement, we will determine where the winter tyres are stored and the winter tyres will remain our property.

13. Alternative transport

- 13.1 If you have opted for an agreement with a right to alternative transport, you are entitled to this if the repair or servicing takes longer than 24 hours, unless a shorter period has been agreed in the agreement.
- 13.2 The replacement car will be of an equal or almost equal category as your car. You may have agreed in the agreement that you are entitled to a car in another category as alternative transport.
- 13.3 If you are in default (e.g. due to payment arrears), you will not receive alternative transport.
- 13.4 The kilometres you drive with the replacement car will be added to the kilometres driven by your car.
- 13.5 This agreement will continue during the period that you use the replacement car. You will also pay us the agreed lease price.
- 13.6 The rules and regulations applying to the use of the replacement car are the same as those applying to your car.

14. Fuel

- 14.1 If you have opted for an agreement including a fuel card, we will provide you with a fuel card.
- 14.2 You may only use this card to fill up the car to which this agreement relates, or the replacement car.
- 14.3 Keep the card and PIN in a safe place. In case of misuse, abuse, loss or theft, all costs will be borne by you.
- 14.4 You will pay a monthly advance for the fuel. This amount will be set off quarterly against the actual fuel costs.
- 14.5 If you drive more or fewer kilometres than specified in the agreement, we will be entitled to adjust the advance payment.

15. Insurance

- 15.1 Your car is insured against the risk of statutory liability for damage to third parties (*WA-verzekering*). The risk of damage to the car itself from collisions and suchlike is also insured; this is the comprehensive cover (*Casco*).
- 15.2 The conditions of the insurer apply to this third-party and comprehensive insurance. These conditions can be found on the website www.mercedes-benz-financialservicesdocs.nl and can be downloaded there. You can of course also request a copy from us.
- 15.3 In some cases there is no cover and the damage may be recovered from you, for example, if the driver has too much alcohol or drugs in his blood, or takes part in races. These are situations in which it is customary for insurers not to pay out and these situations are listed in the insurance conditions.
- 15.4 If you have caused damage yourself, you must pay the excess for each claim.

16. Damage and theft

- 16.1 In the event of damage to the car, loss or theft of the car or if damage has been caused by the car, you must inform us by telephone within 24 hours of the event and confirm this in writing by sending us a completed claim form. If we do not receive the completed claim form, even though we have asked for it several times, we have the right to charge you the full amount of the claim including costs.
- 16.2 If the car is involved in an accident, you must refrain from doing anything and making any promises and statements from which any acknowledgement of guilt or liability could be inferred. We will settle the damage with the insurers.
- 16.3 You must ensure that the damage is repaired by the dealer within 60 days of the date of damage.
- 16.4 In the event of damage to or loss of the car (except in the event of total loss or theft), all obligations under this agreement will remain applicable.

End of the agreement

17. When will the private lease agreement end?

- 17.1 We have agreed on the term in this agreement. At the end of this term, the agreement will end.
- 17.2 If the car is declared a total loss or if the car is missing or has been stolen and we can't find it within 30 days, the agreement will end on the date from which you are no longer able to drive the car. Any more or fewer kilometres will be set off. Any other unpaid costs or lease amounts must also be paid by you.

18. Can you terminate the private lease agreement earlier?

- 18.1 You may terminate the agreement early, but costs will be charged for this. How much you must pay depends on the term and on the date you wish to terminate the agreement.
- 18.2 If you wish to terminate the agreement in the first year, you must pay the full amount for all the remaining months of the agreed term. If you wish to cancel the agreement after the first year, you will pay 50% of all remaining months of the agreed term.
- 18.3 You must observe a notice period of one month and you must notify us of the termination in writing or by email.
- 18.4 If you have driven more kilometres than the agreed number of kilometres, you must also pay for these additional kilometres.
- 18.5 If you have made a down payment, the pro rata part of the payment will be reimbursed.

19. When are we entitled to terminate the agreement early?

- 19.1 In a number of situations we are entitled to terminate the agreement immediately and repossess the car. We do not need to go to court for this and are entitled to inform you of this in writing. We are entitled to do this in any of the following situations:
 - a. you fail to adhere to the agreements specified in the agreement or the general conditions;
 - b. 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;
 - c. 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 Restructuring (Natural Persons) Act (*Wet schuldsanering natuurlijke personen, Wsnp*) applies to you;
 - d. the insurance company has terminated the insurance of your car;
 - e. 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;
 - f. you have misappropriated or sold the car, or someone has seized the car;
 - g. you deliberately gave us incorrect or incomplete information when we concluded the agreement with you;
 - h. you die and no further payments or repayments are made and the debt has not been cancelled.
- 19.2 You or one of your surviving relatives must inform us immediately in writing if one of the above situations occurs.
- 19.3 You will still be able to reverse the termination of the agreement on account of payment arrears (as described in Article 19.1.b) by paying us, within 14 days, all the monthly amounts due, the arrears charge and the outstanding costs.
- 19.3 If we terminate the agreement for any of the reasons given above, you will no longer be allowed to use the car and must return it to us immediately.
- 19.4 If we exercise our right to terminate the agreement, we will be entitled to full compensation. In addition, we are entitled to compensation consisting of:
 - a. all monthly amounts and other amounts that have not yet been paid, the default interest that you must pay on these amounts and the costs we have incurred but not yet charged;
 - b. 15% on all outstanding monthly amounts. If the proceeds from the sale of the car by us are lower than the book value, you must also pay the difference;
 - c. the cost of retrieving the car;
 - d. the extrajudicial costs incurred by us.

- 19.5 If you do not return the car within the agreed period, we will use all the technical means at our disposal to retrieve the car. 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 retrieve the car. 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.

20. 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. You must however satisfy the conditions. All the applicable conditions can be found in 'Verzekeringsvoorwaarden ontslagdekking' (dismissal cover insurance conditions) at www.mercedes-benz-financialservicesdocs.nl. You can also request a copy from us. These conditions form an integral part of this agreement.

21. Can the agreement be terminated if you die?

- 21.1 If you die, the agreement can be terminated by one of your surviving relatives or by us. There are no charges for termination in the event of your death. Your surviving relatives will return the car and do not have to pay the remaining monthly amounts. However, there are conditions attached to this cancellation:
- you die within 60 months of the commencement of the agreement;
 - you have paid all the monthly amounts due and therefore are not in arrears with payments;
 - you were below the age of 65 on commencement of the agreement;
 - you were in good health on commencement of the agreement: in the preceding twelve months you were not treated for any illness, injury, condition or symptom 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 treating specialist;
 - you did not receive incapacity benefit on commencement of the agreement, unless the condition 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 treating specialist.
- 21.1 Cancellation furthermore does not apply in the following cases:
- if we have laid down in writing in the agreement that cancellation is excluded;
 - if you died by committing suicide or from the consequences of an attempt to commit suicide;
 - if you died because you actively participated in acts of war;
 - if you were not registered at an address in the Netherlands at the time of your death.
- 21.3 In the event that you die within six months of the commencement of the agreement and this is not as a result of an accident, the cancellation will not apply.

22. Returning the car

- 22.1 At the end of the agreement you must return the car at a location agreed with us. Under no circumstances will you be entitled to keep the car in your possession.
- 22.2 Before the agreement ends, we will send you the return guidelines. An appointment will be made with you to have the car inspected at the agreed return location. After you have signed the vehicle return report you will no longer be responsible for the car.
- 22.3 You are required to return the car clean, complete and free from damage, with the corresponding keys, documentation (such as vehicle registration card and APK form), and the fuel card and other items, if applicable.
- 22.3 No additional accessories, lettering or advertising may be affixed to the car. If this is the case, we may charge you for the costs of removing these items and/or for the damage.
- 22.4 If you do not return the car on time, the agreement and these General Conditions will continue to apply. We will be entitled to claim the car and charge a fee for the costs we have incurred in this respect

23. Final settlement

Once the agreement has ended, we will prepare a final settlement, including the settlement of more or fewer kilometres driven.

24. Do you have a complaint?

If you have a complaint about us or about our services, please contact us by calling our Customer Service department, telephone number +31 (0)30 605 98 20. You can also send an email to: customer-mbfsnl@daimler.com.

25. Other matters

- 25.1 These conditions apply to all offers and agreements concerning private lease.
- 25.2 We are entitled to transfer this agreement and the corresponding rights and obligations to another party. We will inform you in writing about such a transfer.
- 25.3 Unless we explicitly agree otherwise with you in writing, you must comply with the agreements specified in the agreement and the General Private Lease Conditions. If part of the agreement appears to be invalid we will amend this part so that it is valid.
- 25.4 If you are unable to use the car and suffer loss as a result, please report this to us immediately. Our liability, if any, will be limited to a maximum of the lease price for the period that you are unable to use the car.
- 25.5 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 tell you about our special offers. We will only pass on your data to others if this is permitted or prescribed by law. You can find more information and read how you can raise objections in our Privacy Statement on www.mercedes-benz.financialservices.nl/privacy.
- 25.6 If there are any changes in your personal data or if you move to another address you must inform us of this immediately.
- 25.7 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.