



**GENERAL TERMS AND CONDITIONS OF SERVICE  
AGREEMENT MERCEDES-BENZ FINANCIAL  
SERVICES NEDERLAND B.V.**

**Definitions**

The following definitions are used in these terms and conditions:

Client:	the natural or legal person referred to in the service agreement (hereinafter: the agreement), with whom FS has entered into such an agreement;
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;
Annual Kilometre Total:	the use of the Vehicle in kilometres and/or running hours on an annual basis agreed in the agreement between FS and the Client;
Term:	the duration of the agreement mentioned in the agreement;
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 agreement;
Vehicle:	the Vehicle specified in the agreement.

**Article 1 Scope**

- 1.1 These General Terms and Conditions apply to all offers and agreements regarding service components, 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 the agreement**

- 2.1 An agreement will arise at the moment when a copy of the agreement, signed and unaltered by the Client, is received by FS.
- 2.2 The agreement will be entered into for the established term or for a shorter term as determined by the moment at which the Vehicle has completed the number of kilometres and/or running hours specified in the agreement.

**Article 3 Transfer of rights and obligations**

- 3.1 FS has the right to transfer the fulfilment of its obligations and the exercise of its rights under this agreement to one or more third parties. FS will inform the Client of this in a timely manner. By signing the agreement, the Client grants consent to and agrees to cooperate with this in advance.

**Article 4 Termination of the agreement**

- 4.1 The agreement may be dissolved by FS (out of court or judicially):
  - a. if the Client fails to fulfil, or fails to fulfil in a timely or proper manner, its obligations under this agreement, or if the Client applies for a suspension of payment or bankruptcy, or is declared bankrupt.
  - b. if the Client is two or more months in arrears with payment of the monthly instalments and, after having been given notice of default, fails to fulfil its obligations in full.
  - c. if the Client sells the Vehicle to which the agreement relates to third parties, or if the Vehicle is stolen or destroyed (for example in the event of a total loss), the Client should notify FS of this immediately. In this case, the agreement will be terminated on the date of the sale, theft or destruction of the Vehicle, but no earlier than the date of notification by the Client.
  - d. if 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.
- 4.2 In the event of termination of the agreement due to sale, theft or destruction as referred to in the previous paragraph, FS has the right to charge the Client costs paid by FS during the 6 months prior to termination, taking into account the depreciation of those costs over the originally agreed term and the nature of the repair and/or maintenance carried out.
- 4.3 In the event of termination or dissolution as referred to in this article, the Client will be liable to pay FS a fee of €250.00. FS will retain the right vis-à-vis the Client to compensation for costs and damage, including for legal and other assistance and without prejudice to the Client's liability for non-compliance with its obligations under the agreement.

**Article 5 Payment**

- 5.1 Payment of invoices to FS must be made monthly in advance by direct debit. Set-off or compensation by the Client is not permitted.
- 5.2 The Client's inability to use the Vehicle for any reason whatsoever will not entitle the Client to suspend or stop any payment to FS in whole or in part, or to unilaterally terminate or dissolve the agreement.
- 5.3 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.
- 5.4 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 of the Civil Code will apply;
  - b. In other cases, the costs will be calculated on the basis of 15% of the principal, with a minimum of €200.







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**Article 12 Final provisions**

- 12.1 If any part of the agreement 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 agreement, with its annexes, in favour of the Client.
- 12.2 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.

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