

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

- 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

- Payment of invoices to FS must be made monthly in advance by direct debit. Set-off or compensation by the Client is not permitted.
- 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.



Article 6 Use

- 6.1 The Client will treat the Vehicle with due care and adhere strictly to the manufacturer's instructions.
- 6.2 The Client will ensure that the Vehicle is driven exclusively in a competent manner. The Client will also carry out daily maintenance in accordance with the manufacturer's instructions.
- 6.3 The Client must immediately report any defects to the odometer/running hour counter in writing to FS and have the defect repaired as soon as possible.
 - The Client must cooperate fully with FS and provide FS at its request with any data required to enable FS to determine the number of kilometres driven and/or number of hours of use while the odometer/running hour counter was defective. If FS is unable to determine the number of kilometres and/or running hours unequivocally, FS is entitled to make an estimate that will be binding on the parties.

Article 7 Service components

The service components below are applicable if they are included in the agreement.

A. Maintenance

- A1 Costs for maintenance and inspections in accordance with the manufacturer's instructions are included. The materials lubricating oils and greases that are necessary in this context and the labour for maintenance, insofar as this forms part of the regular maintenance work, are included.
 - If after the inspection it is found that a part needs to be replaced, the costs relating to the replacement, material, labour and fluids are not covered by this agreement. In addition, for the Mercedes-Benz Citan, the replacement of the timing belt is not part of this agreement.
- A2 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.
- A3 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 will be paid by the Client.
- A4 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.
- A5 During the last two months of the agreement, maintenance will only be carried out after consultation with FS.

B. Repair and maintenance

- B1 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.
- B2 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.
- B3 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 agreement will not be reimbursed by FS.
- B4 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.
- B5 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.
- B6 During the term of the agreement, FS is at all times entitled to use original reconditioned parts (including exchange parts) when replacing parts.
- B7 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 of the Vehicle, are not permitted.
- B8 Unless stated otherwise in the agreement, the following costs are not included:
 - 1. repair and replacement of tyres and windows:
 - 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;
 - 3. labour and material costs for topping up of additives between servicing visits;
 - 4. repair of bodywork damage;
 - 5. spraying and cleaning of the Vehicle;
 - 6. the maintenance and repair of parts that do not belong to the standard Netherlands version of the Vehicle;
 - 7. work on superstructure or subsequently fitted accessories;
 - 8. loss or theft of parts:
 - 9. 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;
 - 10. repairing and/or replacing the high-voltage battery.
- 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;
 - towing or recovering the Vehicle;
- B10 During the last two months of the agreement, repairs and maintenance will only be carried out after consultation with FS.



C. Tyre replacement

- C1 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.
- C2 The Client is responsible for checking the tyre pressure and inflating tyres as needed.
- C3 If the winter tyre component is part of the agreement, the tyre change must take place at a service provider determined by FS and within the period specified by FS.
- C4 The winter tyres must be stored at a service provider to be determined by FS and remain the property of FS.

D. Replacement transport

- D1 The Client is entitled to replacement transport if repair and maintenance are part of the agreement and if the repair and/or maintenance work cannot be carried out within the time specified in the agreement.
- D2 The Replacement Vehicle will be of the same or almost the same category as the Vehicle, unless stated otherwise in the agreement.
- D3 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.
- D4 The kilometres driven with the Replacement Vehicle will be added to the total number of kilometres driven with the Vehicle.
- D5 The provisions of the agreement and these General Terms and Conditions apply to the Replacement Vehicle and its use, unless agreed otherwise.
- D6 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.

E. Fuel

- E1 FS will deliver the fuel card, referred to hereinafter as 'the card'. The Client is obliged to adhere strictly to the conditions and guidelines set for it. By signing the agreement, 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.
- E2 The card may only be used for the Vehicle as stated in the agreement.
- E3 The risks associated with the use the card, including loss, theft, improper use or misuse, will be borne by the Client at all times.
- E4 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.

Article 8 Contract adjustment and final settlement

- 8.1 If maintenance, repairs and maintenance and/or replacement of tyres form part of the agreement and the Vehicle's total kilometres and/or running hours deviate by more than 10% from the agreed monthly kilometre total and/or running hours, FS may adjust the monthly instalment retroactively from the start of the agreement and/or adjust the remaining term of the agreement. Adjustment of the kilometre total and/or running hours 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.
- 8.2 If FS does not make interim adjustments to the monthly instalment as referred to above, FS is always entitled to charge the Client the costs relating to the excess kilometres driven and/or running hours at the end of the agreement.
- 8.3 If the agreed kilometre total is reached before the agreement's end date, the final settlement will be made on the basis of the charge per kilometre included in the agreement and the agreement will be terminated. All costs after the maximum kilometre total has been reached will be borne by the Client.
- 8.4 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 9 Price indexation

9.1 Every year FS will determine any change in the price of the components for maintenance, repairs and maintenance and replacement of tyres on the basis of data from Statistics Netherlands. This will be communicated to the Client every December and reflected in the monthly instalment.

Article 10 Address changes/registration/personal data

- 10.1 The Client is obliged to notify FS of address changes in writing in a timely manner, stating the agreement number.
- 10.2 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.
- By means of the processing as referred to in Article 10.2, 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 agreement. 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 marketing activities at any time.
- 10.4 The FS privacy policy may be viewed at www.mercedes-benz-financialservices.nl/privacy.

Article 11 Disputes and applicable law

11.1 This agreement is governed by Dutch law.



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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