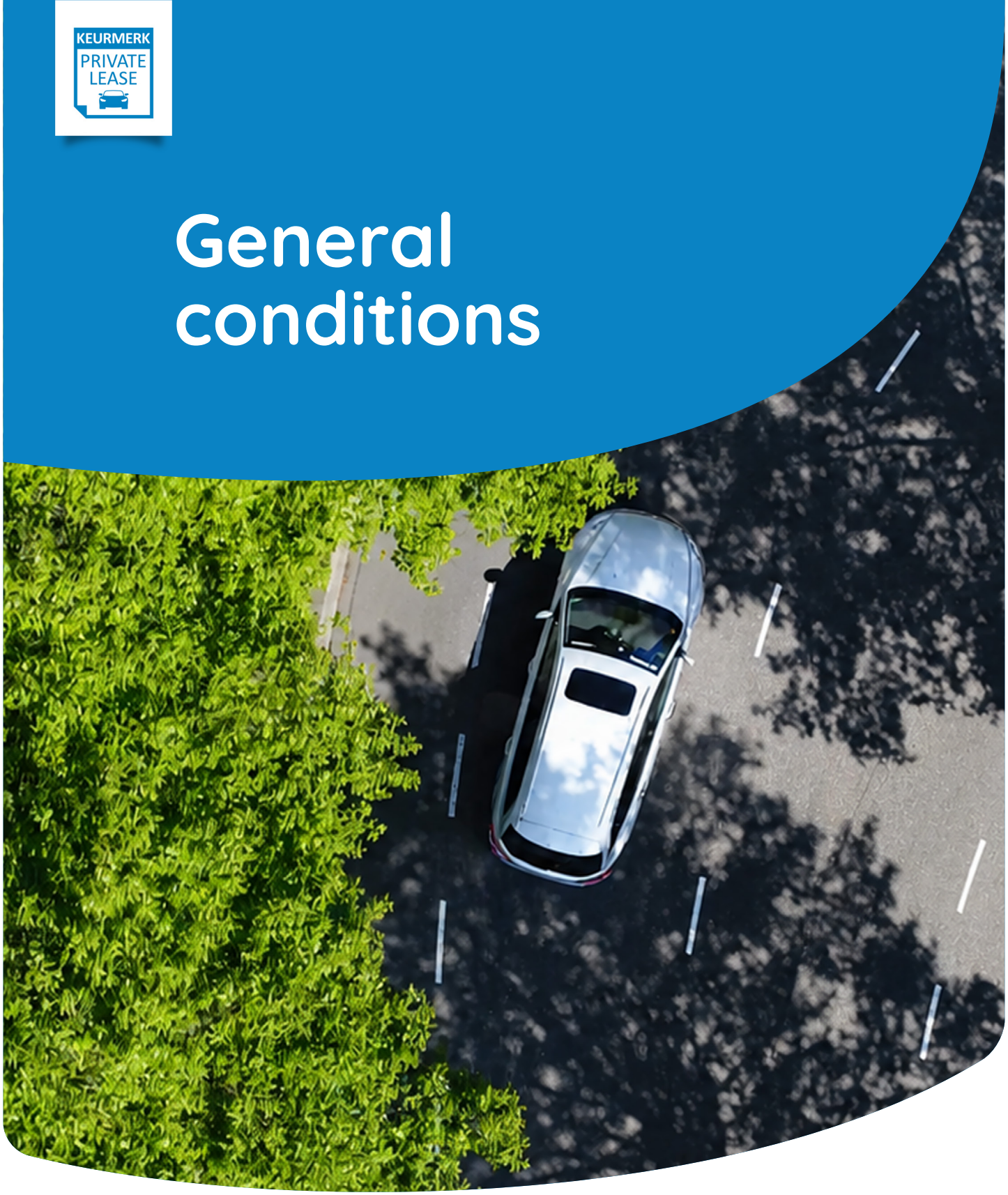
General conditions



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No rights can be derived from this translation of the
'Algemene Voorwaarden Keurmerk Private Lease'.
The Dutch version of these General Conditions is legally binding.

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These General Conditions were aligned with the Consumentenbond (Dutch Consumers' Organisation) and enter into effect on 1 October 2026.

A. Definitions

The terms below follow the order of the Dutch version and are therefore not listed alphabetically.

light commercial vehicle	a van fitted out for the transport of goods, whose unladen weight, including fuel and equipment, increased by the maximum permitted carrying capacity, does not exceed 3,500 kg (4,250 kg for electric Vehicles).
consumer	a natural person, not practising a profession or conducting a business.
lease contract	the written or electronic document in which the parties to the Lease are identified and in which all the main points of the Lease are recorded (see clause 1).
lease	an Operational Lease regarding a Vehicle.
lease company	a natural person or legal entity that enters into, will enter into or has entered into an Operational Lease with you.
lease period	the period during which you are entitled to use the Vehicle under the Lease.
additional kilometres	kilometres driven during a specific period in excess of the number of kilometres agreed on for that period.
additional kilometre price	the price per Additional Kilometre payable in addition to the Instalment.
operational lease	the type of Lease under which the Lease Company remains the owner of the Vehicle and you are granted a right of use of the Vehicle for a fixed period of at least twelve months.
instalment	the monthly amount due, also referred to by the Lease Company as a lease instalment, lease rate, monthly instalment, etc.
you	the natural person who enters into, will enter into or has entered into an Operational Lease with the Lease Company.
vehicle	the Passenger car or Light commercial vehicle leased or to be leased.
matrix	a table in which the lease prices agreed for multiple combinations of terms and the allowed annual mileage have been recorded.
passenger car	a car fitted out for the transport of persons with no more than 9 seats, including the driver's seat.

B. Applicability of these general conditions

These General Conditions govern all Operational Leases regarding new and used Passenger vehicles and Light commercial vehicles concluded between a Consumer and a Lease Company affiliated with Keurmerk Private Lease.

The Lease Company will declare the most recent version of these General Conditions applicable on the date of conclusion of the agreement.

C. The offer

The Lease Company will submit the offer in writing or in digital form. The offer will state the date of the offer and the date on which the offer expires.

The offer will set out the main elements of the Lease. They will be described in a sufficiently apparent manner to enable the Consumer to adequately assess the offer.

All the documents that form part of the Lease (see clause 1) will be enclosed with the offer.

D. Documents of the lease and order of precedence

1. Which documents set out my rights and obligations under the Lease?

Your rights and obligations under the Lease are set out in the following documents:

> In the Lease Contract, i.e. the contract to be signed by you, in which your details and those of the Lease Company have been filled in and in which the main aspects of the Lease are set out, such as:
- The brand, type and model of the Vehicle;
- The agreed duration of the Lease Period;
- The agreed number of kilometres per year; and
- The main amounts and rates, such as:
  - The Instalment that applies at the start of the Lease Contract;
  - If applicable, a Matrix with Instalments;
    an updated matrix will be provided if indexation is applied.
  - If the Instalment can be indexed:
    > The part of the Instalment, set out in a percentage, that can be indexed.
    This is the part of the Instalment that is not increased or reduced by the government and from which the components that are not susceptible to inflation have been deducted;
    > The index that applies, such as the 'All expenditure' CPI index;
    > From which inflation or deflation percentage (increase or decrease of the applicable index) an adjustment of the Instalment can be passed on. The instalment can only be indexed if the inflation or deflation exceeds the percentage communicated to you in advance;
    > When the Instalment will be checked against the index for the first time;
    > The maximum index percentage that can be passed on without you being entitled to dissolve the Lease free of charge;
  - If applicable, the amount of the deposit;
  - If applicable, the amount of the advance;
  - The amount of the deductible that applies at the start of the Lease Period;
  - The administrative charges for processing traffic fines, if applicable; and
  - The maximum number of kilometres referred to in clause 7, if applicable;
- The Additional Kilometre Price or, if that price depends on the number of Additional Kilometres, the maximum Additional Kilometre Price;
- The amount that will be registered as a financial liability with Bureau Krediet Registratie (the National Credit Register) on the conclusion of the Lease; and
- Any special options, such as winter tyres or passenger insurance.

> In these General Conditions.

> In the Additional Conditions. They are a further elaboration of a number of provisions of these General Conditions and regulate a number of subjects not addressed in these General Conditions.

> In the Return Protocol. That protocol contains provisions on the procedure to be followed when the Vehicle is returned and on the settlement of damage established when the Vehicle is returned.

> In any further conditions on special subjects, such as insurance or coverage provisions. If such provisions apply, they are referred to in the Additional Conditions.

All the documents in which the conditions of the Lease are recorded will be enclosed with the Lease Company's offer, will be listed in the Lease Contract and will be made available to you before the Lease is concluded.

The provisions of the Lease, the Additional Conditions, the Return Protocol and any further conditions may not differ from these General Conditions to your detriment. If that is nevertheless the case, these General Conditions will prevail.

E. registration of the lease and arrears in payment

2. Will the Lease and arrears in payment, if any, be registered with the National Credit Register?
Yes, the Lease Company will register the Lease, the financial liability in question and any arrears in payment with Bureau Kredietregistratie (the National Credit Register) in Tiel, the Netherlands.

The amount of the financial liability to be registered will depend on the regulations of the National Credit Register and may be lower (but not higher) than the actual amount of your total financial liability.

The Lease Company must report to the National Credit Register any arrears in payment exceeding a term set out in the regulations of the National Credit Register. That may have consequences in the event of loan applications. The regulations can be found at www.bkr.nl. The Lease has code OA.

The National Credit Register records these data in the Central Credit Information System to avoid and limit credit and payment risks for the affiliated organisations, to avoid and limit excessive loans to the Consumers in question, and to contribute to the avoidance of problematic debt situations. For those purposes the National Credit Register makes those data available to its affiliated organisations, which it may do in the form of factual data or statistical data. The National Credit Register will make your details available to its affiliated organisations (in the form of factual data or statistical data).

You can check on www.bkr.nl how you can retrieve your data and what you can do if you disagree with the data registered.

F. term of the lease and commencement of the lease period

3. When will the Lease commence?
The Lease will commence the moment the Lease Company receives the Lease Contract signed by you. If the contract is sent electronically (scanned, by email, as a web form, etc.), "signed" means the approval required in that specific case.

4. Does a cooling-off period apply after the conclusion of the Lease?
Yes, you may dissolve the Lease without any costs within 14 days after the Lease Company receiving the Lease Contract signed by you. You can do so by using the digital cancellation button on the website of the Lease Company or by completing the cancellation form (which you received from the Lease Company when you entered the Lease) and sending it to the Lease Company within that 14-day period. You may also use a statement other than the cancellation form, in which you clearly state that you dissolve the Lease.

You may not collect the Vehicle until the end of the cooling-off period. If the Vehicle is ready for collection and you wish to use it immediately, you may waive the cooling-off period. That must be done by signing the Lease Contract in the presence of an employee of the Lease Company on the Lease Company's premises or of the intermediary acting on behalf of the Lease Company and stating that you wish to use the Vehicle immediately.

5. When may I collect the Vehicle?

You may collect the Vehicle as soon as the cooling-off period ends and you have not dissolved the Lease, or if the cooling-off period has lapsed because you have signed the Lease Contract in the manner referred to in the second paragraph of clause 4, you have paid the deposit and any advance agreed, and the Vehicle is ready to be collected.

If it is not yet known on signature of the Lease Contract when the Vehicle may be collected, you will be informed by the Lease Company or by the supplier of the Vehicle as soon as it is known when the Vehicle may be collected.

If the Lease Contract states a date on or before which the Vehicle may be collected and the Vehicle is not yet available on that date, you may inform the Lease Company in writing that you wish to be able to collect the Vehicle within 14 days. If the Lease Company does not inform you within that 14-day period that the Vehicle may be collected, you may state in writing that you dissolve the Lease.

If the Vehicle is unavailable on the day on which it can be collected under the Lease Contract, you may request the Lease Company to provide a replacement vehicle (until your Vehicle is available). If possible, that vehicle will be of the same category as the Vehicle leased by you. A fee will be due for that replacement vehicle, which will not exceed the Instalment stated in the Lease. The Lease Company will use its best endeavours to comply with your wishes to the extent possible and may stipulate further conditions.

6. When does the Lease Period commence?

The Lease Period commences on the day on which you collect the Vehicle. This does not apply if you fail to collect the Vehicle within five days after it is available for collection in accordance with the notice from the Lease Company or the supplier: in that case the Lease Period commences the day after that five-day period.

7. When does the Lease Period end?

The Lease Period ends at the end of the agreed term or when the Lease is dissolved before that time or is terminated in accordance with these General Conditions.

The Additional Conditions may furthermore provide that the Lease and the Lease Period end as soon as a maximum number of kilometres stated in the Lease Contract have been driven with the Vehicle as a result of Additional Kilometres. The Additional Conditions may then contain further conditions in that regard.

G. Delivery of the vehicle; permanent replacement due to high repair or maintenance costs; name on registration certificate

8. Where can I collect the Vehicle and what must I bring with me?

The Additional Conditions state where the Vehicle may be collected and what documents you must bring with you.

9. Will a delivery receipt be drawn up?

The Lease Company or the supplier will draw up a delivery receipt when the Vehicle is handed over to you. That delivery receipt will state whether the Vehicle is undamaged, the odometer reading and the items made available together with the Vehicle, such as the instruction manual. That delivery receipt must be signed by the person who hands over the Vehicle to you on behalf of the Lease Company and by you.

10. Will I keep the same Vehicle throughout the Lease Period?
Yes, unless due to a technical defect the costs of repair and maintenance are so much higher than usual that it would be financially irresponsible for the Lease Company to deploy the Vehicle any longer. The Lease Company may then replace the Vehicle with a Vehicle in at least the same category. The Instalment and the Lease Period will then remain the same.

11. Will the registration certificate be in my name or in the Lease Company's name?
The Additional Conditions state whether the registration certificate will be in your name or in the Lease Company's name.

H. Instalment, increase of the instalment, additional kilometres and deposit

12. Which costs of use of the Vehicle are included in the Instalment?
Subject to the conditions and restrictions set out in the Lease, the Lease Company will pay the following costs related to the use of the Vehicle:

> The motor vehicle tax;
> The costs of repair and regular maintenance of the Vehicle;
> The motor third-party liability insurance premium;
> The insurance premium or costs of provisions to be made by the Lease Company for possible damage to the Vehicle caused by collision, theft and other unforeseen external contingencies (vehicle damage);
> The costs of breakdown assistance;
> The costs of a replacement vehicle in the Netherlands during repair or maintenance after a period of 72 hours or after a shorter period if the Additional Conditions so provide; and
> Any other costs, if the Lease so provides.

13. Which costs of use of the Vehicle are not included in the Instalment?
All the costs not included in the list above. The costs of energy or fuel, fuel card/charge card, charging facility or subscriptions, parking, washing of the Vehicle, updates to the navigation system (if present in the Vehicle), traffic fines and toll fees, for instance, are for your own account.

14. May the Lease Company increase the Instalment after signature of the Lease Contract?
The Lease Company may increase the Instalment after the Lease has been concluded only in the following cases:

1. If taxes or government levies related to the possession or use of the Vehicle are changed after the Lease is signed. Examples of such taxes are the motor vehicle tax, the VAT and insurance tax. These increases of the Instalment may also take place within three months after signature of the Lease.

2. If new taxes or charges regarding the possession or use of the Vehicle are introduced after the Lease is signed. These increases may also take place within three months after signature of the Lease.

3. If it has been agreed with you in the Lease Contract that the Instalment may be indexed. In that case, the Instalment may be adjusted no more than once every calendar year on 1 April, and for the first time at least 12 months after the start of the Lease Period. If the applied index rises, only the indexable part of your Instalment, as set out in advance, will increase in the same proportion. If the applied index falls, that part will also decrease in the same proportion.

> You will receive a personal message with the current Instalment and the calculation of the new Instalment, the difference in euros, the index used, and the reference date no later than 2 months in advance.
> The indexable part of your Instalment is the amount applicable at the time of commencement of the agreement that is not increased or reduced by the government and from which the components that are not susceptible to inflation have been deducted. This percentage has been communicated to you;

> The adjustment will be passed on to you to the extent the inflation or deflation percentage (rise or fall of the applicable index) exceeds the percentage, below which no adjustments are made, as communicated to you in advance.
> If the increase of the Instalment exceeds a percentage agreed with you, you can terminate the Lease Contract without having to pay a termination fee. If this is the case, the Lease Company will inform you about this simultaneously with the rate increase. The Lease Company is not obliged to implement an increase based on the agreed indexation or may charge a lower increase.

The foregoing takes place in accordance with the calculation examples as set out in the Additional Conditions.

4. If the purchase price of the Vehicle increases after the Lease is signed and before the Vehicle is delivered. If the Instalment is increased on that ground, you may dissolve the Lease in writing without any further costs within 14 days after the Lease Company informs you of that increase. This increase may also take place within three months after signature of the Lease.

15. What rules apply if I drive Additional Kilometres?

An additional amount will then be due. That amount will be calculated by multiplying the number of kilometres by the Additional Kilometre Price or, if the Additional Kilometre Price depends on the number of Additional Kilometres driven, by the applicable Additional Kilometre Prices. In the latter case the regulations are set out in more detail in the Additional Conditions. In the case of a Matrix, the price fixed for the relevant kilometre bundle and term will apply. The working of the Matrix has been set out in more detail in the Additional Conditions.

The Additional Kilometres will be payable each time the Lease Period has lasted one year, as well as at the end of the Lease, after the Vehicle has been returned. If it becomes apparent in the course of a year of the Lease Period that Additional Kilometres have been driven during that year, they may also be settled before the scheduled settlement at the end of that year, each time after one month.

You must inform the Lease Company of the odometer reading within two weeks after a request to that effect. If you fail to do so, the Lease Company may charge you an amount based on a reasonable estimate of the number of Additional Kilometres driven. An invoice from a repair or maintenance company, if any, stating the odometer reading, may be used for that estimate. If the odometer is defective, you must immediately inform the Lease Company accordingly.

If an additional amount is due on the grounds of Additional Kilometres driven, the Lease Company may require that you pay a monthly advance in addition to the Instalment for the next payment on the grounds of Additional Kilometres driven, until the next time at which Additional Kilometres are settled. The amount of the advance will consist of the additional amount payable on the grounds of Additional Kilometres driven divided by the number of months of the next settlement period. If in that settlement the number of Additional Kilometres is smaller than the number on which the advance is based, you will receive a credit note for the difference.

If it becomes apparent at the settlement at the end of the Lease Period that the average number of kilometres driven per contract year is the same as or lower than the agreed number of kilometres per year, any amounts paid during the Lease Period for Additional Kilometres will be refunded.

16. Am I required to pay a deposit?

The Lease Company may require the payment of a deposit. In that case that will be stated in the Lease, specifying the amount of the deposit. The deposit will not be higher than three times the Instalment. You must pay the deposit within one week after the end of the cooling off period and before the Vehicle is collected. If you fail to do so, the Lease Company may dissolve the agreement.

The deposit will be refunded within 65 days after the end of the Lease, provided that you have performed all your obligations towards the Lease Company. If that is not the case, the Lease Company may deduct the outstanding amount from the deposit.

You may not set off the Instalments or any other amounts payable by you against the deposit.

I. Payment of the instalment and other amounts

17. As from when is the Instalment due?
The Instalment is due from the start of the Lease Period, i.e. from the moment you collect the Vehicle or, if you fail to collect the Vehicle within five days after it is ready for collection, as from the first day after that five-day period.

18. Until when is the Instalment due?
The Instalment is due until the end of the Lease Period, as regulated in clause 7, when you return the Vehicle to the Lease Company. If the Lease has ended on the grounds of theft or because the Vehicle is designated a total loss, the requirements of returning the Vehicle will not apply.

19. How is the Instalment for part of a month calculated?
The Instalment applies per calendar month. If the Lease Period commences after the first day of a calendar month or if the Lease ends before the last day of a calendar month, the Instalment will be calculated on the basis of the number of days of the Lease Period in the month in question.

20. What payment conditions apply?
The Instalment is payable in advance; other amounts are payable within 14 days after the invoice date. The further payment conditions are set out in the Additional Conditions, which also describe the manner in which the payments must be made.

The Lease Company may not require that you pay more than one Instalment in advance, unless the Lease Period begins after the first day of a calendar month. In that case the Lease Company may require advance payment of the Instalments for the part of the first month of the Lease Period and the subsequent month.

If the Lease Company offers this option, you may agree that part of the Instalments owed will be paid by you in advance. In that case, the Lease Company will include the conditions for such agreement in the Additional Conditions.

21. May the Lease Company charge debt collection costs?
Yes, that is possible. If you have not paid by the day on which an amount is due, the Lease Company may send you a reminder. To be able to charge debt collection costs if you fail to comply with that reminder, the Lease Company must set a term of at least 14 days in that reminder in which payment must be made. If you fail to pay within that period, the Lease Company may charge you debt collection costs. Those costs will depend on the amount due and are regulated in the Extrajudicial Collection Costs Decree. Your attention will be drawn to the consequences of late payment in the reminder, stating the amount of the debt collection costs.

22. What are the other consequences of late payment of the Instalment or other amounts?
Unless the shortcoming, given its special nature or minor significance, does not justify the dissolution and its consequences, the Lease Company may dissolve the Lease. In that case, a dissolution fee will be due in addition to the outstanding amounts. That fee is equal to the termination fee stated in clause 47, increased by the statutory interest or the agreed late-payment interest and costs of collection, insofar as notice of that interest and those costs has been given. The Additional Conditions may, however, contain different regulations, which provide for a lower dissolution fee. In order to dissolve the Lease on the grounds of non-payment, the Lease Company must first send you a registered letter or a registered email, with a copy by ordinary post or by email. In that letter the Lease Company must give you the opportunity to make payment within 14 days, stating that it may otherwise dissolve the Lease and that the aforesaid fee will then be due. If the Lease may be terminated at the end of that period, the Lease Company must draw your attention to the termination regulations of clause 46.

J. Installation of accessories

23. May I install accessories or make other changes or additions to the Vehicle?
That is permitted if the Lease Company gives you written permission to do so. It must be possible to install and remove the accessories (such as a towing hook) without the Vehicle being damaged. The accessories must be removed before the Vehicle is returned, unless the Lease Company informs you that that is not necessary.

The costs of insurance, maintenance, repair and replacement of accessories installed by you will be for your own account.

24. Am I entitled to compensation for accessories that are not removed?
You will not be entitled to compensation if you do not remove accessories installed by you.

K. Insurance and coverage of third-party liability and vehicle damage; Liability for damage to the vehicle other than vehicle damage

25. How is the risk of vehicle damage or damage caused by the Vehicle insured or covered?
The Vehicle is insured against the risk of statutory third-party liability (third-party liability insurance). The regulations of that third-party liability insurance are set out in the Additional Conditions or in the separate insurance or coverage provisions attached to the Lease. In some cases no insurance coverage applies, for instance if the alcohol or drugs level in the driver's blood or breath is higher than permitted or if he or she refuses to cooperate in an alcohol or drugs test. In that case damage can be recovered from you, unless the Lease Company is to blame for the lack of insurance coverage.

The risk of damage to the Vehicle itself caused by collisions etc. (vehicle damage) is covered by sound and extensive vehicle damage insurance. Also in the case of vehicle damage, the loss may not be covered in some cases; it may then be recovered from you. That applies in cases that are not customarily covered by vehicle damage insurance. Vehicle damage may also be recovered from you if the alcohol or drugs level in the driver's blood or breath was higher than permitted or if he or she refuses to cooperate in an alcohol or drugs test. The insurance or coverage provisions attached to the Additional Conditions or the Lease provide a definition of vehicle damage and state the conditions that apply to the coverage.

26. Is a deductible due in the event of covered third-party liability or vehicle damage?
In the case of covered third-party liability or vehicle damage, as referred to in the preceding clause, the deductible will be payable by you for each claim if the amount of the vehicle damage or third-party liability is equal to or exceeds the amount of the deductible. If the amount of the vehicle damage or third-party liability is lower than the amount of the deductible, the amount in question will be payable by you.

If a claim relates to both third-party liability and vehicle damage, the deductible will be due only once. The Additional Conditions may provide that the deductible will be increased if you file more than two claims within a period of twelve months. That increase will then apply during the remainder of the Lease Period. The increase will not apply if you have reimbursed the entire amount of the vehicle damage or third-party liability. If the damage is recovered from a third party, the Lease Company will refund the deductible related to that damage. In that case the increase of the deductible as a result of the claim will also be reversed.

The deductible will in no event exceed €500 per claim before the increase referred to above and will in no event exceed €1000 per claim after that increase.

27. Do any other types of insurance apply?
If passenger insurance, accident insurance and/or recovery legal assistance insurance applies, that is stated in the Lease. The regulations in question are then set out in the Additional Conditions or in separate conditions.

28. What must I do in the event of vehicle damage or third-party liability?
The Additional Conditions or the separate coverage and insurance conditions state what you must do in the event of vehicle damage or third-party liability.

29. Am I entitled to vehicle and passenger transport assistance in the event of an accident?
In the event of an accident, you may make use of the assistance scheme under the third-party liability insurance for transport of the vehicle and the passengers, or of assistance provided by the Lease Company itself. The regulations in question are set out in more detail in the Additional Conditions or in the separate insurance or coverage provisions.

30. What liability regulations apply to damage to the Vehicle other than "vehicle damage"?
If damage to the Vehicle is incurred that is not classified as "vehicle damage" in the Additional Conditions or in the insurance or coverage provisions attached to the Lease (such as damage caused by excessive wear and tear of parts of the Vehicle or by lack of oil), you will be liable for that damage if it is due to breach of these General Conditions or the Additional Conditions. If, for instance, the excessive wear and tear of parts of the Vehicle referred to above is due to careless operation, or if the lack of oil is due to failure to check the oil level in time, the costs of repair or the increased maintenance costs will therefore be charged to you. The same applies if the Vehicle has not been presented for maintenance in time.
If you and the Lease Company disagree on whether the damage is due to breach of these General Conditions or the Additional Conditions, the Lease Company will engage an expert who is a member of the Dutch Institute of Loss Adjusters (NIVRE). That expert will assess the most likely cause of the damage. If he or she finds that the damage was most likely caused by breach of the Lease, the loss and the survey costs will be payable by you, unless you prove that the damage is not due to breach of the Lease.

Notwithstanding these regulations, you may apply to the Disputes Committee if the dispute has still not been settled after the expert has presented his or her opinion. The Disputes Committee regulations are set out in clause 55.

31. Will I receive a statement on the claims pattern related to the Vehicle at the end of the Lease Period?
At your request the Lease Company will send you a statement as to whether the Vehicle has been damaged during the Lease Period and, if so, how often and, insofar as known, when that occurred. If you wish to use that statement to take out insurance, the insurer itself will determine whether it will attach value to that statement and, if so, what value.

L. Use of the vehicle

32. How must I handle the Vehicle?
In general, the Vehicle must be handled with due care and the traffic rules and other statutory regulations must be observed.

The Vehicle may not be handled in such a way that there is no coverage under the insurance conditions or the provisions of the Additional Conditions or separate provisions on the coverage of third-party liability and vehicle damage.

The Vehicle must be properly locked when it is not being used. Theft prevention facilities, such as an alarm system, must be activated. The Vehicle's key must be stored carefully. The Vehicle may not be used for the transport of passengers or goods against payment or for speed, reliability or skill tests.
The Vehicle may also not be used for driving lessons.

The Vehicle may be driven by a 17-year-old by way of supervised driving ("2todrive"), unless the Additional Conditions provide that that is not permitted.

The Vehicle may not be used for the transport of hazardous substances.
The Additional Conditions state in which countries the Vehicle may be used.

If the Vehicle has been damaged, it may not be driven if that might aggravate the damage. If the Vehicle is parked in a dangerous place or hinders traffic, it may of course be moved.

Unless otherwise provided for in the Additional Conditions, the Vehicle may not be made available to third parties against payment.

33. Who may drive the Vehicle?

The Additional Conditions may provide that the driver must be of a certain minimum age and/or must have had a driving licence that is valid for the Vehicle for a certain minimum period. Otherwise anyone who has a driving licence that is valid for the Vehicle may drive the Vehicle. In that case, however, the driver must of course be legally authorised and must be able to drive the Vehicle.

34. Am I liable for acts and omissions of other users of the Vehicle?

For the purposes of the provisions of the Lease, the acts and omissions of other drivers or other users of the Vehicle are for your account as if they were your own acts and omissions. If, however, the Vehicle has been stolen, you are not liable for what happens to the Vehicle after the theft. This is subject to the condition that you (or the other user of the Vehicle) immediately report(s) the theft of the Vehicle to the police and file(s) a police report.

M. Repair and maintenance

35. Who is responsible for the day-to-day maintenance of the Vehicle?

You yourself must check the tyre pressure, the oil level and the levels of other liquids, in accordance with the instructions in the Vehicle's instruction manual. The costs involved are for your account. Oil or coolant of the quality prescribed in the instruction manual must be used when oil or coolant is added.

36. Who monitors when the Vehicle requires maintenance?

That is your responsibility. As soon as the Vehicle requires maintenance in accordance with the manufacturer's guidelines, which can be found in the instruction manual and in the Lease Company's instructions, if any, in the Additional Conditions, you must make an appointment for that purpose at a garage designated by the Lease Company. You yourself must then take the Vehicle to that garage. To avoid any misunderstandings regarding the payment of the costs, you must inform the garage that the Vehicle is the Lease Company's property and that the garage must request the Lease Company's prior permission to perform maintenance.

If the Vehicle is abroad when it requires maintenance in accordance with the maintenance schedule, you may wait before having that maintenance performed until the Vehicle is back in the Netherlands. This is subject to the condition that the Vehicle will not drive more than 1000 km abroad after the time at which the maintenance is required in accordance with the schedule. You must otherwise consult the Lease Company by telephone.

37. What should I do if the Vehicle has a defect that needs to be repaired?

If the Vehicle has a defect that needs to be repaired, you may also have that done, after making an appointment at a garage designated for that purpose by the Lease Company. Also in that case you must inform the garage when you present the Vehicle for repair that the Vehicle is the Lease Company's property and that the Lease Company's permission must be requested.

If the Vehicle has a defect outside the Netherlands, you must telephone the Lease Company to request its permission to repair the defect. If that permission is given, you may have the repairs made.

The Lease Company will use its best endeavours to ensure that the Vehicle is ready for use again as soon as possible.

38. Who will pay the repair and maintenance costs?

The Lease Company will pay the repair and maintenance costs directly to the garage, provided that it has given its prior consent for the repair or maintenance. In the case of repair or maintenance abroad for which the Lease Company has given permission, you may pay the costs yourself. You must then request an invoice in the Lease Company's name. That (original) invoice must be sent to the Lease Company together with proof of payment. The Lease Company will then reimburse the costs, up to the amount for which permission was given.

For the record: if you are liable for the damage or for the increased maintenance costs under these General Conditions, the Additional Conditions or the insurance or coverage provisions, certain costs of repair or maintenance may be charged to you.

N. Replacement vehicle

39. Will I be provided with a replacement vehicle during maintenance or repairs?

You will in any event be provided with a replacement vehicle when the repairs or maintenance have taken longer than 72 hours. The Additional Conditions may provide that you will be provided with a replacement vehicle after a shorter period already. If you require a replacement vehicle for the period during which you are not entitled to it, you may request the Lease Company to make the necessary arrangements, against payment of the costs stated by the Lease Company. The Lease Company will attempt to comply with your request to the extent possible.

If the repair or maintenance takes place outside the Netherlands, you will not be entitled to a replacement vehicle. Also in that case you may request the Lease Company to arrange for a replacement vehicle, against payment of the costs stated by the Lease Company. Also in that case the Lease Company will attempt to comply with that request to the extent possible.

If you are liable for the costs of the repair or maintenance, you will not be entitled to a replacement vehicle. In that case you may, however, request the Lease Company to arrange for a replacement vehicle, against payment of the costs stated by the Lease Company.

40. Who will arrange for a replacement vehicle?

The Lease Company will arrange for a replacement vehicle.

41. What are the other conditions of use of a replacement vehicle?

The replacement vehicle may be of a different brand, type and model than the leased Vehicle. The Additional Conditions state the minimum (lease) category of the replacement vehicle. You must return the replacement vehicle as soon as the leased Vehicle is at your disposal again. The kilometres driven with the replacement vehicle made available by the Lease Company will be added up in determining the number of kilometres driven with the leased Vehicle. The other rules regarding the use, costs of use and damage insurance of the leased Vehicle also apply to the replacement vehicle.

42. What can I do if the Vehicle breaks down en route?

If the Vehicle breaks down en route due to a mechanical defect of the Vehicle, you may call in breakdown assistance. For that purpose, you may call the emergency service or the Lease Company, whose telephone number is stated in the instruction manual or in another document provided together with the Vehicle. The Additional Conditions or separate conditions describe the conditions of the breakdown assistance. The breakdown assistance in any event includes roadside emergency repairs or, if that is impossible, transport of the Vehicle and the passengers to a garage.

If you are stranded with the Vehicle and are not entitled to free breakdown assistance, for instance because you have run out of fuel, you may request the Lease Company to assist you, but the costs will be payable by you. The Lease Company will make every reasonable effort to comply with your request.

O. Seizure of the vehicle and fines

43. What should I do if the Vehicle is seized?
If the Vehicle is seized or if that is likely to occur, you must immediately inform the party seizing the Vehicle that it is not your property but is owned by the Lease Company. You must furthermore immediately inform the Lease Company of the seizure and immediately inform the party seizing the Vehicle of the Lease Company's details. At the Lease Company's request, you must authorise it to take any action required to put an end to or to prevent the seizure. These obligations also apply if the Vehicle is seized due to outstanding fines.

If the seizure continues after the end of the Lease, you must continue to pay the Instalments until the Vehicle is released and returned to the Lease Company.

44. How are traffic fines and parking fines etc. processed?
You are liable for all traffic fines, parking fines and the consequences of other measures related to the use of the Vehicle. This also applies if the fines etc. are imposed on the Lease Company because the registration certificate is in its name. The Additional Conditions state how the fines will be processed. Whether you must pay first depends on the type of the fine and the stage of objection or appeal. You will be informed as clearly as possible about this by the Lease Company. The Lease Company may charge administrative costs for the processing of fines etc. The amount in question is stated in the Lease.

45. Must I keep records of the persons who drive the Vehicle?
In the event of serious traffic violations, the police or the public prosecutor's department may inquire with the Lease Company who was driving the Vehicle at the time of the traffic violation. If the Lease Company requests you to provide that information, you must inform the Lease Company of the name and address of the driver at the specified date and time within a period of five days. If you cannot truthfully provide that information, you will be liable for the fine, the financial consequences for the Lease Company of the judicial registration of the case, and any costs incurred by the Lease Company in filing a defence in criminal proceedings. You are therefore well advised to keep records of the persons who drive the Vehicle.

P. Termination of the lease and termination fee

46. May I terminate the Lease before the end of the Lease Period?
You may prematurely terminate the Lease, but no sooner than as from the first day of the second year of the Lease Period. The Additional Conditions may provide that you may terminate the Lease as from an earlier date. You must observe a notice period of at least one month.

To terminate the Lease, you must send a letter to the Lease Company. If you entered into the Lease by email or via the Internet, you may also terminate the Lease by email. The address details to which the notice of termination must be sent are stated in the Additional Conditions. If those details change, you will be informed accordingly.

A termination fee will be due in the event of termination. That termination fee is unrelated to the settlement of Additional Kilometres driven, if any, at the time at which the Lease ends, unless the Additional Conditions provide otherwise. If Additional Kilometres have been driven by the date as from which the Lease is terminated, a fee will therefore be payable in addition to the termination fee, unless the Additional Conditions provide otherwise.

The termination fee and all other outstanding amounts must be paid before the day as from which the Lease is terminated, otherwise the termination will not take effect and the Lease will continue until it otherwise comes to an end.

If you are forced to terminate the Lease because you are no longer able to pay the Instalments through no fault of your own, you must inform the Lease Company accordingly and provide written substantiation.

The Lease Company will attempt to reach a reasonable solution together with you for the payment of the termination fee, for instance by offering a payment arrangement. If a payment arrangement is agreed on, the requirement that the termination fee must be paid before the day as from which the Lease is terminated will not apply.

47. How is the amount of the termination fee determined in the event of termination after the first year?

If a Matrix with Instalments has been agreed with you in the Lease Contract, you will have to pay the Instalment associated with the combination of the term and the bundle of kilometres as specified in the Matrix, based on the actual duration of the Lease Period, if you terminate this contract. This amount will be reduced by the Instalments already paid by you.

In all other cases, the following applies:
In the event of termination as from the start of the second year of the Lease Period or as from a later date, the following applies to the termination fee. In the event of early termination, the amount of the termination fee will be determined based on clause 48.

1. Calculation
The Additional Conditions set out regulations based on which you can determine the amount of the termination fee.

a. The termination fee may be set at a fixed percentage of the amount of the total Instalments that would have been due if the Lease had not been terminated.

Numerical example:
The fixed percentage is 50%. The Instalment amounts to €200. The agreed Lease Period is 36 months. You give notice of termination as from the start of the 25th month.

If the Lease had not been terminated, 12 Instalments x €200 = €2400 would be due. The termination fee therefore amounts to 50% of €2400 = €1200.

b. The termination fee may also be determined otherwise, in such a way that it is dependent on, among other things, the actual duration of the Lease Period. In that case the manner of calculation of the termination fee is explained in the Additional Conditions by means of a numerical example.

If you terminate the Lease, the Lease Company will provide you with a calculation of the termination fee at your request.

2. Maximum termination fee
Regardless of how the termination fee is calculated, an upper limit applies. The maximum termination fee is the difference between the total Instalments that you have paid and have yet to pay until the date of termination and the total (higher) Instalments that you should have paid until that time if you had immediately entered into the Lease for the shorter period.

48. How is the termination fee determined if the Additional Conditions allow termination before the start of the second year of the Lease Period?

If the Additional Conditions provide that the Lease may be terminated as from an earlier date than the start of the second year of the Lease Period, the rules set out in clause 47 do not apply. In that case the Additional Conditions provide how high the termination fee will be and how it will be calculated. In the event of termination as from an earlier date than the start of the second year, the Additional Conditions may also set out other rules regarding the termination, such as a notice period of more than one month.

49. Can the Lease be terminated in the event of my death?

In the event of your death one of your heirs and the Lease Company may terminate the Lease with immediate effect. The Lease Company may terminate the Lease by sending a letter to your most recently known address. No costs will be due in the event of termination on the grounds of your death. However, your heirs must return the Vehicle immediately after the termination, and the Instalments and other outstanding amounts will remain payable until the date on which the Vehicle is returned.

If the Lease was signed by two persons and the other person has not died, the Lease cannot be terminated on the grounds of your death. The other person will then be the sole contracting partner.

Q. Dissolution of the lease

50. Can the Lease be dissolved ("ontbonden")?
Unless the shortcoming, given its special nature or minor significance, does not justify the dissolution and its consequences, the Lease Company may dissolve the Lease if you fail to pay the Instalment or other amounts, also after being given the opportunity to do so. In that case the Lease Company must warn you in a timely manner before the Lease is dissolved; see clause 22.
The Lease Company may furthermore dissolve the Lease if:

a. you are declared bankrupt or the Natural Persons Debt Rescheduling Scheme is declared applicable to you;
b. you move abroad;
c. you are placed under compulsory guardianship or under administration;
d. the Vehicle has been stolen and has not been recovered within 30 days;
e. the Vehicle has been damaged as a result of an accident to such an extent that it is technically or economically irresponsible to repair the Vehicle

The statutory dissolution possibilities also apply.

If the Lease Company wishes to dissolve the Lease on the grounds that you have moved abroad, it will draw your attention to the dissolution rules of clause 46 before doing so.

If the Lease is dissolved on the grounds of theft or because the Vehicle is a total loss (as described in (d) and (e)), you may request the Lease Company to provide you with another Vehicle. That is possible only for the period during which the Lease would have continued and on conditions to be agreed on. The Lease Company will make every effort to comply with your request, unless the dissolution fee and the damage are for your account, as described in clause 51, fourth paragraph.

51. Is a fee due if the Lease is dissolved ("ontbonden") by the Lease Company?
If the Lease Company dissolves the Lease under clause 50 or on a statutory ground, a dissolution fee will be due. That fee will be equal to the termination fee in clause 47. However, the Additional Conditions may contain different regulations that provide for a lower dissolution fee.

The dissolution fee will be due in addition to other amounts.

If the dissolution is due to theft or because the Vehicle has been declared a total loss, as described in (d) and (e) of clause 50, the dissolution fee is payable only if the loss resulting from the theft or the total loss declaration is also for your account under these General Conditions, the insurance or coverage provisions or other provisions of the Lease or the law. In that case the Lease Company may also charge you a fee for the additional loss.

No dissolution fee will be payable in the event of dissolution by the Lease Company on the grounds of late payment of the deposit, as set out in clause 16.

R. Damage caused by a defect of the vehicle

52. What if I incur loss due to a defect of the Vehicle?
If the Vehicle has a defect, the Lease Company will be liable for the resulting loss only if the Lease Company was or ought to have been aware of the defect when the Lease was concluded or if the Lease Company is to blame for the occurrence of the defect.

S. Change of address

53. What should I do if I change my address?
If you change your address, you must inform the Lease Company of your new address. If your email address changes, you must also inform the Lease Company. Until that time the Lease Company may send all messages intended for you to the address and/or email address most recently stated by you. You must also inform the Lease Company if you have a new telephone number.

The Lease Company must be informed of these changes in writing or by email.

T. Governing law; disputes committee

54. By what law is the Lease governed?
The Lease is governed by Dutch law.

55. How will disputes be resolved?
Disputes between you and the Lease Company regarding the conclusion or performance of the Lease may be filed by either you or the Lease Company with the Private Lease Disputes Committee ("Geschillencommissie Private Lease"), Bordewijklaan 46, PO Box 90600, 2509 LP The Hague, the Netherlands (www.degeschillencommissie.nl). The following rules then apply:

- The Disputes Committee will handle a dispute only if you first file your complaint with the Lease Company.
- If filing the complaint with the Lease Company does not lead to a solution, the dispute must be presented to the Disputes Committee in writing (or in another form to be determined by the Committee) no later than twelve months after the date on which you filed the complaint with the Lease Company.
- If you present the dispute to the Disputes Committee, the Lease Company will be bound by its decision. If the Lease Company wishes to present a dispute to the Disputes Committee, it must first request your approval (in writing or in another form). The Lease Company will give you a period of 5 weeks to give your approval. It must state that it will present the dispute to the ordinary court if you do not give your approval within that period.
- The Disputes Committee will rule in accordance with the applicable regulations. A copy of the regulations of the Disputes Committee will be sent to you on request. The decision of the Disputes Committee will constitute binding advice that is not subject to appeal. A fee will be due for the handling of the dispute.
- Only the ordinary court or the Disputes Committee referred to above is authorised to hear and decide on disputes.

Stichting Keurmerk Private Lease, a foundation, guarantees performance of the binding advice of the Disputes Committee by the lease companies affiliated with Keurmerk Private Lease. However, that is not the case if the Lease Company decides to present the binding advice to a court for assessment within a period of two months and the court declares the binding advice non-binding and its judgment has become final.

The guarantee given by Stichting Keurmerk Private Lease is subject to an upper limit of €3000 and subject to the condition that you transfer your claim against the Lease Company to that foundation. In the case of amounts in excess of €3000, Stichting Keurmerk Private Lease will attempt to persuade the Lease Company via the court to pay the excess. If it is able to do so, the amount collected in excess of €3000 will be transferred to you.

In the event of insolvency, a suspension of payment or cessation of the Lease Company's business, Stichting Keurmerk Private Lease will pay a maximum amount of €3000 per dispute and the guarantee will apply only if the Lease Company was declared insolvent, granted a suspension of payment or ceased its operations after the Disputes Committee made its decision.

If the Private Lease Disputes Committee ceases its activities, it will no longer accept disputes. In that case, you will no longer be able to submit a dispute to this committee. You may then submit your dispute to the competent court.

U. Amendment of the lease

56. Is it possible to amend the Lease?
If there is reason to do so, the Lease Company may amend the Lease together with you. The amendment will then be recorded in writing.

V. Joint and several liability

57. If I entered into the Lease together with another person, am I liable for all or part of the Instalment?
If in addition to you another person has also signed the Lease, you are both liable for the performance of all the obligations under the Lease. Both you and the other person may therefore be held liable for payment of the entire Instalment and for payment of other amounts.
Final payment by one person of the debt will then of course mean that the other party can no longer be held liable for that debt.

W. Returning of the vehicle and settlement of damage established when the vehicle is returned

58. When must I return the Vehicle at the end of the Lease?
You must return the Vehicle on the last working day of the Lease Period. If the final day or days of the Lease Period fall on a weekend or public holiday, you must return the Vehicle before the weekend or that public holiday. In that case the Vehicle will not be at your disposal on that last day(s) of the Lease Period. The part of the Instalment for that day or those days will then be refunded.

59. Where must I return the Vehicle?
You must make an appointment with the Lease Company or its representative in a timely manner before the end of the Lease Period in order to return the Vehicle. The Lease Company will inform you where the Vehicle must be returned.

60. What happens if I fail to return the Vehicle in time?
In that case the Instalment will remain due until the Vehicle is returned, increased by 75% from the day on which you should have returned the Vehicle. That surcharge will not apply if you are unable to return the Vehicle because it has been stolen or has been declared a total loss and you have reported t
hat within the specified time.

In that case you must hand in the property related to the Vehicle, such as the keys and registration certificate, and must cooperate in collection of the Vehicle.

61. How will the condition of the Vehicle on its return be established?

When the Vehicle is returned, an employee of the Lease Company or of the garage where the Vehicle must be returned will assess together with you whether the Vehicle is damaged, whether it is clean, and whether all the appurtenances, parts and documents provided together with the Vehicle are present. The outcome of that assessment will be recorded in a delivery report. You are not required to be present at that assessment, but if a difference of opinion arises regarding the correctness of the delivery report, you must prove that the report is incorrect.

62. Will I be liable for damage, stains or missing appurtenances and documents established when the Vehicle is returned?

It will first be established whether you have reported the damage or stains to the Lease Company or to its insurer. If so, the damage will be handled in accordance with the regulations of Chapter K.

If the damage has not been reported, the Lease Company will assess whether it is for your account in its opinion. It will thereby apply the standards set out in the Lease Company's guidelines for returning the Vehicle (referred to below as the Return Protocol), since the Return Protocol includes a description of damage and stains most frequently established on the return of Vehicles. It also states to what extent such damage is for your account.

If the damage is not listed in the Return Protocol, the Lease Company will apply the following standards. Stains and damage that are not described in the Return Protocol will be for your account if they cannot reasonably be considered normal in the event of careful use of the Vehicle. The period during which you have used the Vehicle during the Lease Period and the number of kilometres driven during the Lease Period will thereby be taken into account.

You will furthermore be fully liable for the costs of replacement of any appurtenances, parts and documents that you fail to return.

63. What amount will be due if I am liable for damage?

The amount of the repair costs will be payable by you per instance of damage, with the deductible as the upper limit. The same applies if a claim consists of several instances of damage.

- If the deductible has been increased during the term of the Lease Period on the grounds of clause 26 and the Additional Conditions, the increased amount of the deductible applies per instance of damage.

- If the deductible has not been increased during the term of the Lease Period on the grounds of clause 26 and the Additional Conditions, the deductible before the increase will apply to the first two instances of damage and the deductible after the increase will apply to any subsequent instances of damage. The instances of damage with the lowest repair costs will thereby be regarded as the first two instances of damage.

The Return Protocol includes a list of instances of damage that often consist of several small instances of damage and are regarded as one single instance of damage, such as damage caused by loose chippings.

Stains are regarded as damage. The Return Protocol includes a list of stains that consist of several smaller stains and are regarded as one single stain, such as coffee stains on a seat cover.

If parts, documents or accessories are missing, you will be responsible for the cost of replacement.

The Lease Company will assess on the basis of the return report and the standards set out above the total amount that is payable by you in its opinion and will inform you accordingly in writing or by email.

64. What if I disagree with the Lease Company's opinion?
You may disagree with:

> The Lease Company's conclusion that the damage established is payable by you on the grounds of the standards referred to above; or

> The amount that is payable by you according to the Lease Company.

You may then inform the Lease Company of your objection in writing within one week after dispatch of the notice from the Lease Company.

If you fail to do so, the amount determined by the Lease Company will apply. You will then receive an invoice for that amount, which you must pay.

If you object to the Lease Company within the specified period, the Lease Company will engage an expert who is a member of the Dutch Institute of Loss Adjusters (NIVRE). That expert will assess in accordance with the standards set out above and on the basis of documentary evidence provided by the Lease Company whether the damage that is for your account in the Lease Company's opinion is indeed for your account and, if so, will determine the amount in question.

You must then pay that amount. That amount may be lower than, the same as or higher than the amount initially determined by the Lease Company. In the latter case, or if the expert considers the amount determined by the Lease Company to be correct, you must furthermore pay the expert's fee.

If the Vehicle is no longer available for examination by the expert and the expert cannot present an opinion on the basis of the documentary evidence provided by the Lease Company, you will not be liable for the damage established when the Vehicle was returned that must be settled under this clause.

X. Personal data registration

65. Will my personal data be registered?
As provided in clause 2, the Lease Company will register the Lease and any arrears in payment with the National Credit Register (BKR).

The Lease Company will furthermore record your personal data in an internal personal registration system with a view to the performance of the agreement, to comply with statutory obligations and to provide you with personal product information. If you object to the use of your data for the provision of personal product information, you may inform the Lease Company accordingly. The Lease Company will then respect your objection.

Y. Amendment of the conditions

66. Can the conditions be amended?

The Lease Company reserves the right to unilaterally amend these General Conditions, the Additional Conditions, the further conditions and the Return Protocol, if there is a valid and objective reason for doing so.

> Valid reasons for amendment

There is a valid and objective reason in the following cases:

a. changes in laws and regulations or new case law;

b. adjustments that are necessary for reasons of safety or integrity;

This provision may not be used for amending core provisions such as the Instalment, the indexation scheme, the term, the number of kilometres driven, the deductible, the insurance coverage, the termination fee, advance payment, damage criteria or the Return Protocol, unless a mandatory statutory obligation makes this necessary.

> Transparency and notification

The Lease Company will timely and clearly inform you about the intended amendment, with statement of the:

- contents of the amendment;
- reason for the amendment;
- date of entry into effect.

This notification will be given no later than two (2) months before the effective date of the amendment.

> Right of termination

If the amendment has adverse consequences for you, you will have the right to terminate the agreement until the effective date of the amendment, without having to pay a termination fee, with effect from the day on which the amendment takes effect.

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Keurmerk Private Lease
General Conditions