

A photograph of a man and a woman standing outdoors next to a silver car. The man, who has grey hair and a beard, is wearing a light-colored turtleneck sweater and dark trousers. He is smiling and holding a blue folder or document. The woman, with long dark hair, is wearing a light-colored top and is looking towards the man. The background shows a concrete wall and some buildings under a blue sky with clouds.

ALPHABET

General Terms & Conditions Alphabet Rent

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Definitions

These General Terms and Conditions contain definitions which are capitalised. Below is the meaning of these definitions.

Each article includes a brief explanation of the topic. No rights may be derived from this.

Agreement(s): (All of) the Framework Agreement, these General Terms & Conditions Alphabet Rent, the Operational Lease General Terms and Conditions, any addenda, Hire and Lease Contract(s), and any other agreements (such as Service Level and Price Level Agreements) between the Customer and Alphabet.

Alphabet: The private limited liability company BMW Financial Services Nederland B.V., also trading under the names Alphabet and Alphabet Rent.

Associated Company: A company that is in any way legally connected to the Customer. This may include a group: an economic unit in which legal entities or companies are organisationally associated.

Commercial Transport: Transport of goods against payment, such as for the purpose of messenger and courier services and similar services.

Customer: The natural person or legal entity with which Alphabet has concluded the Agreement(s).

Delivery Date: The date of delivery or commissioning of the Hired Car by the Customer and/or Driver.

Driver: The natural person, who will use and drive the Hired Car with the consent of the Customer. This person must have a driving licence valid in the Netherlands and comply with all legal and regulatory requirements, as referred to in the [Dutch] Road Traffic Act.

Framework Agreement: The agreement between the Customer and Alphabet, based on which a Lease and/or Hire Contract may be concluded.

General Terms and Conditions: These General Terms and Conditions for Alphabet Rent.

Hired Car: The vehicle made available to the Customer based on a Hire Contract.

Hired Car Replacement: A vehicle made available to the Customer temporarily to replace the Hired Car.

Hire Contract: The Hired Car agreement between Alphabet and the Customer. This must be distinguished from a Lease Contract.

Lease Contract: The agreement between the Customer and Alphabet about the Operational Lease of the Lease Vehicle. This should be distinguished from the Hire Contract.

Mobility Card: The (payment) means provided by Alphabet to the Customer to purchase fuel, energy and/or any other products or services.

Online Application: Alphabet's digital application that may be used by the Customer.

Policy Conditions and Comprehensive Coverage Conditions: Conditions laid down by the insurer or Alphabet, applicable to insurance(s) and coverage.

Rental Rate: The rental amount agreed between Alphabet and the Customer for a Hired Car.

Return Protocol: The guideline applied by Alphabet to assess the condition of the Hired Car upon return; this could also be a separate guideline for Light Commercial Vehicles (LCV).

Term: The period between the Delivery Date and the date of termination of the Hire Contract.

Transport Service: The relocation of a Hired Car at the request of the Customer.

Article 1

Application of the General Terms and Conditions

The General Terms & Conditions Alphabet Rent apply to all Agreements.

- 1.1** These General Terms and Conditions apply to all requests from the Customer. They also apply to all offers, quotations by and agreements with Alphabet. They will be made available prior to the conclusion of a Hire Contract. The Customer's own General Terms and Conditions expressly do not apply. These General Terms and Conditions do not apply to an Operational Lease, which is subject to other specific General Terms and Conditions.
- 1.2** On signing the Hire Contract, the Customer declares:
- a.** To have received a copy of these General Terms and Conditions and to agree irrevocably to the application of these General Terms and Conditions to the Hire Contract;
 - b.** That the Hired Car is the property of Alphabet.
- 1.3** Additions to and/or deviations from the Agreement(s) and/or these General Terms and Conditions will only have legal effect if Alphabet and the Customer have agreed to this in writing and in a private deed.
- 1.4** All amounts mentioned in these General Terms and Conditions are exclusive of VAT.

Article 2

Associated Company

It is possible for an Associated Company to use your Agreement with Alphabet. In that case, you are liable for that company.

- 2.1** The Customer may ask Alphabet to have an Associated Company enter into Hire Contracts based on the Framework Agreement. This Article should therefore be considered a third-party clause. Alphabet must give prior written consent, but it is not obliged to do so. After obtaining consent, the Associated Company may independently enter into Hire Contracts with Alphabet based on the Agreement(s). The word Customer in these General Terms and Conditions will in that case also refer to the Associated Company.
- 2.2** The Customer is jointly and severally liable for compliance with all obligations under the Agreement(s) by the Associated Company. This also applies to Hire Contracts entered into before the Associated Company became affiliated to the Customer as such. The Associated Company is independently liable alongside the Customer for compliance with obligations under the Agreement(s) relating to that Associated Company.
- The Customer is obliged to inform Alphabet in writing if an Associated Company is no longer legally connected to the Customer. The Customer's liability for the Affiliated Company ends when all obligations have been met. Alphabet may make separate arrangements with the company that is no longer affiliated with the Customer.
- 2.3** Upon first request, the Customer will reimburse all costs and damages resulting from non-compliance with obligations by a (formerly) Affiliated Company under the Agreements(s).
- 2.4** An Associated Company may independently conclude a Framework Agreement with Alphabet, based on the terms of the Agreement(s) with the Customer. In that case, the Customer is not liable for compliance by the Associated Company/ Companies. In that case, the Affiliated Company will provide sufficient security for compliance with all obligations at Alphabet's first request.

Article 3

Hire Contract

- 3.1** Through the Online Application, the Customer may submit requests for entering into a Hire Contract. Terms of Use apply to the Online Application, which may be consulted there. A Hire Contract is established by way of the Online Application after Alphabet's acceptance. The Hire Contract may also be entered into by the Customer and Alphabet signing the delivery receipt. Prior to signing, the Customer will prove its identity and authority to enter into the Hire Contract.
- 3.2** The Rental Rate and the rental period are listed in the Hire Contract.
- 3.3** The Hire Contract, which is entered into at the request of the Customer without using the Online Application, is effective upon signature by the authorised representative(s) of the Customer and Alphabet. Alphabet may charge an administration fee if it concludes a hard copy rather than a digital Hire Contract with the Customer.

Article 4

Price

Alphabet may adjust the Rental Rates in the interim. These will only apply to new Hire Contracts.

- 4.1** Alphabet has the right to change or index the Rental Rates. If Alphabet exercises this power, it will send the new Rental Rates to the Customer. The new Rental Rates only apply to new Hire Contracts, with the exception of government-prescribed adjustments, such as in the case of (vehicle) taxation.

Article 5

Delivery

The Hired Car is delivered clean by Alphabet. You or someone on your behalf signs for it.

- 5.1** Delivery of the Hired Car will take place by signing the delivery receipt, at the agreed address in the Netherlands.
- 5.2** The Hired Car is delivered clean by or on behalf of Alphabet. Any defects or damage with respect to the Hired Car will be stated in the delivery receipt. The Customer is liable for any damages or defects that are not listed in the delivery receipt.

Article 6

Use

When you have a Hired Car belonging to Alphabet, we assume that you and the Driver will observe the utmost care in relation to the vehicle.

- 6.1** The Hired Car may be used by a Driver other than the Customer. The Driver thus has the same right to use the Hired Car as the Customer. The Driver will comply with all of the Customer's obligations, if this can reasonably be required of the Driver. The Customer will inform the Driver promptly of all the rights and obligations, and will ensure that the Driver complies with these. Where these General Terms and Conditions refer to the Customer, this should - where applicable - read Driver. Alphabet has the right to prohibit the use of the Hired Car by certain persons.
- 6.2** Statements made by the Driver relating to the receipt, delivery, (early) return, and state of the Hired Car are deemed to have been made on behalf of the Customer.
- 6.3** The Customer will look after the Hired Car as a careful and reasonably acting (legal) person), and will take precautions to prevent theft and burglary. In doing so, the Customer will observe the Policy and Comprehensive Coverage Conditions. Accordingly, the Customer is expected to behave carefully, reasonably, and responsibly, and must do everything necessary to prevent (foreseeable) damage to and by the Hired Car.
- 6.4** The Customer will only deploy the Hired Car for regular use on public roads, and observe or have others observe laws and regulations, traffic regulations and the Policy and Comprehensive Coverage Conditions. Any costs arising due to clearly deviant or other use of the Hired Car will be borne by the Customer.
- 6.5** The Customer is not allowed to sell the Hired Car, to allow it to be used as security, to use it to transport hazardous or explosive substances, to take part in performance or speed races, to (sub) hire it out, and/or to take it outside the insurance coverage area as stated on the international insurance certificate. It is also not allowed to make (or have made) any changes that could jeopardise safety, and to transport people for payment, with the exception of carpooling. Commercial transport of goods is only allowed with Alphabet's written consent.
- 6.6** If the Hired Car will be used outside the Netherlands for more than three (3) consecutive months, the Customer undertakes to obtain Alphabet's prior written consent. In this case, Alphabet may impose restrictions or conditions.
- 6.7** If the Customer and/or Driver are using applications, services or subscriptions offered by the manufacturer or third parties in or by means of the Hired Car, Alphabet cannot be held responsible or liable. This also applies to the payment obligation associated with these services. Moreover, it is the responsibility of the Customer and/or Driver to terminate these services before returning the Hired Car.
- 6.8** Alphabet cannot be held responsible or liable for the use by the Customer and/or Driver of Hired Cars that enable self-driving and/or autonomous driving to participate in traffic. The same applies to technical failures, software errors or other defects in this technology. The Customer and/or Driver is obliged at all times and must be able to take back control of the Hired Car if there is reason to do so.
- 6.9** Software or hardware-based tuning or manipulation of the Hired Car and/or making cosmetic changes ("Changes") is not permitted without Alphabet's prior written consent. If this agreement is violated, the Customer will be in default by law, and without further notice of default required to pay Alphabet an immediately due and payable penalty of € 2,500.00 excluding VAT, without prejudice to Alphabet's right to claim the actual loss suffered. In addition, Alphabet may increase the Hire Rate during the Term and after termination of the Hire Contract by charging (repair, replacement, and maintenance) costs as well as all other costs incurred as a result of the Changes to the Hired Car. These costs include, for example, the expiry of the manufacturer's guarantee or goodwill scheme as well as, for example, the costs of an expert assessment to establish that Changes have been made to the Hired Car. Alphabet may also charge this penalty and additional costs (retroactively) if it is found after the return of the Hired Car that Changes have been made. If Changes have been made to the Hired Car without Alphabet's prior written consent, the Customer is not entitled to a Hired Car Replacement.

Article 7

Insurance and Assistance

By default, a Hired Car is insured against civil liability, including cover for damage and/or theft.

- 7.1 Alphabet provides third-party liability insurance ("motor vehicle liability") and comprehensive coverage for the Hired Car.
- 7.2 Separate Policy and Comprehensive Coverage Conditions apply to the third-party liability insurance and comprehensive coverage. The policy conditions have been drawn up by a reputable insurer. Alphabet has drawn up the conditions for comprehensive coverage.
- 7.3 The Policy and Comprehensive Coverage Conditions are available on Alphabet's website, and a copy will be sent free of charge upon request. The Customer will receive these Conditions upon conclusion of the Agreement(s), and is obliged to make the most recent version of these Conditions available to the Driver.
- 7.4 The Customer will report damage to the Hired Car or to third parties to Alphabet as soon as possible. Such a report must be made no later than 24 hours after the event.
- 7.5 Damage not covered by the third-party liability insurance or by the comprehensive coverage, will be borne by the Customer. This also applies to the so-called deductible, in case of coverage, taking into account any additional insurance.
- 7.6 In the event of theft, the Customer must hand over the key(s) (or a similar digital or electronic variant) to Alphabet. There is no comprehensive coverage if a complete set of keys is missing, unless this is a result of theft following a break-in at the home or a forced handover.

- 7.7 The Policy and Comprehensive Coverage Conditions and rates of the third-party liability insurance, any other/additional insurance, and the comprehensive coverage may be unilaterally changed by the insurer and/or Alphabet. Alphabet will inform the Customer of this in writing.
- 7.8 If the damage development gives cause to do so, the premium for the third-party liability insurance and compensations for comprehensive coverage may be adjusted. Alphabet will inform the Customer of this in writing.
- 7.9 Assistance in the event of a breakdown and of damage is always part of Alphabet's service provision. All costs associated with this assistance, which are not covered by insurance or other agreements, are borne by the Customer. The terms and conditions for assistance are listed on Alphabet's website, and a copy will be sent free of charge upon request.



Article 8

Maintenance, Repairs, and Tyres

Regular maintenance costs are included in the Hire Contract. Alphabet works exclusively with authorised suppliers for this.

- 8.1** The Customer will have the Hired Car serviced in a timely manner in accordance with the instructions of the manufacturer of the Hired Car, a (dashboard) notification of the Hired Vehicle itself or after a call for inspection, (safety) adjustment or test. Alphabet may also check the state of the Hired Car (or have it checked). The Customer will follow these instructions for use and maintenance, as well as Alphabet's directions and instructions. The Customer is responsible for any costs or damages resulting from failure to follow these instructions.
- 8.2** Repair and maintenance at home and abroad is for Alphabet's account, under the following conditions:
- a.** Alphabet has given its approval; and
 - b.** The work will be carried out by an authorised Alphabet supplier. Alphabet may withhold approval for economical reasons. However, this should not compromise safety.
- 8.3** Immediately after repair, the Customer will use the Hired Car and/or collect it from the repairer. If this obligation is not met, Alphabet may charge costs to the Customer.
- 8.4** Alphabet may also check the state of the Hired Car (or have it checked). The Customer will cooperate in this regard. The outcome of this investigation is binding on both parties. The costs of this investigation will be borne by the unsuccessful party.
- 8.5** The Customer will report defects observed in the odometer within 24 hours. The number of kilometres driven during the period in which the odometer was defective will be determined by mutual agreement in line with reasonableness.
- 8.6** Costs of fuel, parking or garage, interim top-ups of engine oil, AdBlue, windscreen washer or coolant, lubricants, and other fluids outside the prescribed maintenance schedule will be borne by the Customer. This also applies to washing and polishing the Hired Car.
- 8.7** Costs due to repair and maintenance that are the result of negligence or improper use will be borne by the Customer. These costs may also include residual value or warranty loss.
- 8.8** The costs of premature tyre replacement due to overall tyre loss will be split between the Customer and Alphabet. The costs incurred due to normal wear and tear will be borne by Alphabet. The remaining part will be borne by the Customer, such as in the event of canvas breakage, collisions or excessive wear and tear.
- 8.9** The Hired Car may be equipped with winter or all-season tyres, if this is permitted by the manufacturer of the Hired Car. Alphabet will determine the brand of the winter tyres or all-season tyres. The supplier selected by Alphabet will take care of the purchase, replacement, storage, and change of tyres. The Customer will use the winter tyres (only) from October through March. Tyre changes will take place twice per calendar year.

Article 9

Hired Car Replacement

In the event of, for example, break-down, damage or servicing, you may make use of replacement transport.

- 9.1** The Customer agrees with Alphabet that a Hired Car Replacement will be used during the Term.
- 9.2** A Hired Car Replacement will be used if the Hired Car cannot or can no longer be used by the Customer. This only applies in the event of theft or if the Hired Car can no longer be driven, due to damage or a technical defect.
- 9.3** A Hired Car Replacement will be made available until:
 - a.** The Customer has received a notification that the Hired Car is ready for use again; or
 - b.** The Hire Contract has been terminated.
- 9.4** The costs of a Hired Car Replacement may be charged in full to the Customer in the event of:
 - a.** Negligence or improper use of the Hired Car by the Customer; and/or
 - b.** Confiscation and/or forfeiture of the Hired Car caused by actions of the Customer and/or Driver.
- 9.5** A Hired Car Replacement must be returned to a location determined in mutual consultation. The Customer may use Alphabet's Transport Service for this. However, there will be costs involved.
- 9.6** Alphabet will determine the brand, type, and model of a Hired Car Replacement.
- 9.7** The number of kilometres driven with a Hired Car Replacement is added to the number of kilometres driven with the Original Hired Car.
- 9.8** A Hired Car Replacement that Alphabet has rented from third parties is insured under the policy terms and conditions of the relevant car rental company. This may differ from the insurance and cover provided in respect of the Hired Car. Any deductible applicable under these terms and conditions will be charged to the Customer. Costs due to other fuel and/or other fuel consumption will be borne by the Customer.



Article 10

Personal Data and Confidentiality

All personal data will be handled by Alphabet with due care and in accordance with the current legal and regulatory provisions.

- 10.1** Alphabet is responsible for processing personal data in the performance of the Agreement(s). The Customer is responsible for the personal data it provides to Alphabet. The parties will comply with all applicable laws and regulations when handling personal data. Alphabet will not store personal data longer than permitted by law, and will not transfer such data to third parties, unless required to do so by law or otherwise permitted.
- 10.2** All data shared between the Customer and Alphabet will be kept confidential. Alphabet does not guarantee the accuracy or completeness of such data. Confidentiality is not applicable to data known to the other Party (unless provided under a duty of confidentiality), collected independently from the other Party, lawfully obtained from a third party or released

into the public domain by the other Party. In case of doubt, the Parties will consult with each other. However, the Customer authorises Alphabet to share these data within the group of companies of which Alphabet is part, insofar as laws or regulations do not prohibit this. Confidentiality will last for at least five years after the termination or dissolution of the Agreement(s).

- 10.3** The Customer will not use Alphabet's logos without prior written permission. Alphabet is, however, authorised to use the Customer's name and/or logo as a reference.
- 10.4** The Customer and Alphabet will not use each other's logos (including BMW Group logos) without the prior consent of the other.

Article 11

Lost Items

The loss of car documents, car keys, etc. will incur costs.

- 11.1** The cost of items missing from the Hired Car will be borne by the Customer. These include the Mobility Card, PIN codes, (car) keys, remote controls, parts of (audio) visual equipment, the registration certificate and other vehicle documents.
- 11.2** The Customer will report the loss or theft of the Hired Car's keys and/or remote control to Alphabet immediately after discovery. The Customer will report the loss of all other items to Alphabet within 24 hours of discovery.

- 11.3** Alphabet will take care of replacing the items mentioned in this article. Alphabet will in this respect charge replacement costs to the Customer.

Article 12

Financial conditions

You will receive a monthly digital invoice from Alphabet for the Rental Rate and any additional costs.

- 12.1** The Rental Rate is payable by the Customer each month in advance. The Rental Rate for a part of a month will be calculated prorata. The Rental Rate and all other amounts due are payable from the due date of the invoice. All payment terms are strict deadlines. The Customer may pay the Rental Rate afterwards upon confirmation by Alphabet.
- 12.2** The Customer will authorise Alphabet to collect payments by direct debit from a bank account. This will be done in compliance with electronic payment rules and procedures.
- 12.3** The Customer is not entitled to discounts, offsets or suspension unless confirmed in writing by Alphabet.



- 12.4** The Customer will have to pay statutory (commercial) interest on amounts not paid, not paid on time, and not paid in full. Interest will be calculated from the expiry of the payment period until the day of payment.
- 12.5** The Customer will receive invoices digitally only via an Online Application. The Customer is responsible for storing the electronic invoices for its own records.
- 12.6** Alphabet reserves the right to conduct financial checks on the Customer. At Alphabet's request, the Customer must be provided with the final (possibly consolidated) annual financial statements for the previous financial year of both itself and, where applicable, Affiliated Companies. If the Customer is a partnership, an Income Tax Return will be submitted. The Customer is also obliged to provide Alphabet with all information (e.g. on the UBO) that Alphabet needs for the implementation of the Money Laundering and Financing Terrorism Prevention Act [Wet ter voorkoming van witwassen en financieren van terrorisme] (WWFT) or other related laws and regulations. Based on this, additional conditions may be imposed on the Agreement(s). In such cases, the Customer will be required to provide additional securities at Alphabet's first request.
- 12.7** Alphabet's administration will serve as evidence. This applies to all amounts due, and all matters that are recorded with regard to the Hired Car.
- 12.8** Alphabet is registered with the [Dutch] Credit Registration Office (Bureau Krediet Registratie, BKR), in Tiel, the Netherlands. Agreement(s) and payment history irregularities may be recorded here, depending on the Customer's legal form. If the Customer is a natural person engaged in a profession or business, such as a one-person business or general partnership, Alphabet will request data from the Credit Registration Office when the Customer seeks to enter into an Agreement; Alphabet will inform the Credit Registration Office if the Customer concludes a Hire Contract with it and, finally, Alphabet will inform the Credit Registration Office if the Customer is in arrears.

Article 13

Termination and Return

Agreements about the termination of the Hire Contract, and the condition of the Hired Car - among other things - are laid down in this article and the Return Protocol.

- 13.1** The Hire Contract will be terminated effective from the day and time the Hired Car is checked out. The Customer will inform Alphabet by telephone or online that the Hired Car may be collected, and will remain fully responsible until that time.
- 13.2** Alphabet will prepare a (digital) return form at the time of return. The Customer will be bound by the return form even if the Driver has signed for it. The Customer will be liable for all damages, whether or not stated on the return form. This will also include the cleaning costs to keep the Hired Car in good condition.
- 13.3** The Rental Rate will remain due by the Customer until the time the Hired Car is returned.

Article 14

Non-compliance and Dissolution

Special circumstances may result in the immediate termination of the collaboration.

- 14.1** Alphabet may dissolve a Framework Agreement and/or a Hire Contract and/or a Lease Contract in writing, and/or recover a Hired Car and/or Lease Vehicle, if:
- a.** The Customer has not fully or timely complied with an obligation under the Agreement(s), these General Terms and Conditions and/or a Lease Agreement with one of the labels of BMW Financial Services Nederland B.V., and is in default because the period stipulated or set for compliance has expired;
 - b.** The Customer has applied for or has been granted suspension of payments or if the Customer's bankruptcy has been filed or if it is declared bankrupt;
 - c.** The Hired Car is seized, claimed by the authorities or confiscated, due to the actions of the Customer and/or Driver.
 - d.** The Customer has established itself abroad, has decided to liquidate the company or has ceased operations;
 - e.** Alphabet suspects fraud with regard to the Customer and/or Driver, or the Customer and/or Driver has breached an information obligation vis-a-vis Alphabet.
 - f.** The Customer and/or Driver do not comply or cooperate with Alphabet's requests regarding compliance with statutory obligations in the field of preventing money laundering, preventing the financing of terrorism, and other 'know your customer' requirements (including, but not limited to: obligations under the Money Laundering and Financing Terrorism Prevention Act (WWFT) or related legislation or regulations), or if Alphabet suspects that the Customer and/or Driver may be involved in activities in breach thereof;
 - g.** Alphabet determines with regard to the Customer and/or Driver that (international) laws and regulations regarding (sanction) measures against a country, organisation or person are violated.
 - h.** Alphabet determines that the Customer acts or threatens to act in violation of (international) laws and regulations on Environmental, Social & Governance (ESG).
 - i.** Circumstances arise in relation to the Customer which increase Alphabet's risk, and/or make normal performance of the Agreement(s) virtually impossible.
- 14.2** The Customer will notify Alphabet immediately in writing if any facts or circumstances relevant to Alphabet for the settlement of the Hire Contract occur. The Customer will also inform the Driver about this obligation.

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| <p>14.3 Alphabet has the right to suspend its services during the period that the Customer is in default.</p> <p>14.4 This article does not affect the rights which the law, the Agreement(s) and/or these General Terms and Conditions in the event of non-compliance confer on the Customer or Alphabet.</p> | <p>14.5 Dissolution of the Framework Agreement will result in dissolution of all Hire Contracts effective from the same date.</p> <p>14.6 Termination of the Framework Agreement will not affect Hire Contracts that are still in force.</p> |
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Article 15

Liability, Indemnity, and Force Majeure

The use of a Hired Car entails responsibility for the Customer, Driver, Alphabet, and third parties.

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| <p>15.1 The Customer will compensate the damage that Alphabet suffers and/or will suffer, due to the Customer's failure to comply with obligations from the Agreement(s) and/or a Hire Contract and/or these General Terms and Conditions.</p> <p>15.2 All out-of-court costs for Alphabet as a result of the Customer's failure to comply with obligations will be borne by the Customer.</p> <p>15.3 The Customer will indemnify Alphabet for claims of Drivers and third parties that are the result of or are related to the use, possession or ownership of a Hired Car. This indemnification will not apply if and insofar as the claims of Drivers or third parties are fully reimbursed by an insurer (such as a [Dutch] Motor Insurance Liability Act [Wet aansprakelijkheids-verzekering motorrijtuigen] WA insurer), or if the cause of the claim is due to intent or deliberate recklessness on the part of Alphabet.</p> <p>15.4 The Customer will waive any claims relating to the possession and use of a Hired Car if and to the extent that such claims would interfere with Alphabet's exercise of its rights as owner of a Hired Car. An example would be a recall by the manufacturer of the Hired Car.</p> <p>15.5 Alphabet will not be liable for claims as a result of work or the (non-timely) delivery of goods or services by third parties. This will not apply if the cause is the result of intent or deliberate recklessness on the part of Alphabet.</p> | <p>15.6 Alphabet will not be liable for claims as a result of work, or the (non-timely) delivery of goods or services by third parties. This will not apply if the claim is due to intent or deliberate recklessness on the part of Alphabet.</p> <p>15.7 Alphabet does not guarantee the accuracy of the performance of the Hired Car, as stated by third parties, such as in the area of (fuel) consumption, radius of action, emissions of harmful substances (such as CO₂), top speed, and the operation of software, applications, and/or options. Alphabet will not be liable for differences between these services provided by third parties and the actual performance of the Hired Car.</p> <p>15.8 Alphabet and the Customer have the right in the event of force majeure to, at their discretion, terminate the Agreement(s) or suspend obligations until the force majeure situation has ended. Alphabet will not be held liable for compensation in the event of force majeure.</p> |
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Article 16

Seizure, Measures of Third Parties, and Fines

Damage incurred because of your actions and costs due to, for example, government measures or fines will be charged to you.

16.1 Third parties may exercise rights or take measures with regard to the Hired Car. The Customer will immediately report this to Alphabet, and will inform third parties of Alphabet's ownership. Upon first request, a bailiff, administrator or liquidator must be allowed to inspect the Agreement(s), either from the Customer or Alphabet. The Customer and Alphabet both have the right to take measures to protect rights, except where these rights are limited in these General Terms and Conditions or the law. The Customer's obligations under the Agreement(s) will remain in full force and effect during these measures.

16.2 Seizure, third-party measures, and fines may result in damages and/or costs for Alphabet. These damages and/or costs will be borne by the Customer, unless they were caused by Alphabet's actions. If the seizure or third-party measures cannot be undone, or if the Hired Car is forfeited, the Customer has an obligation to notify Alphabet, and to compensate Alphabet for all resulting damages.

16.3 Alphabet will offer the Customer the option of receiving fines and/or penalties (such as parking tax, tolls, fines for criminal offences, but also costs such as payment reminders, surcharges or extrajudicial collection costs) digitally free of charge. This may involve the use of third-party software that allows for digital payments. Alphabet will charge the Customer an administration fee if a fine or ticket has to be forwarded, charged or paid manually. Alphabet will be authorised at all times to proceed with the payment of a fine and/or ticket, and to charge the costs to the Customer.

Article 17

Changes to Name and Address

17.1 The Customer is obliged to report any changes in writing to Alphabet in a timely manner. This concerns changes to the name, address, and other relevant data, both of the Customer and Driver.

Article 18

Mobility

The Mobility Card may be used for various services, such as fuel, public transport or parking.

- 18.1** Through Alphabet, the Customer may obtain a Mobility Card which is linked to a Hire Contract. The Mobility Card may be used as a means of payment for the service being purchased, such as fuel or charging. The Mobility Card may also be used for a Hired Car Replacement.
- 18.2** All costs resulting from the use of a Mobility Card will be pre-paid by Alphabet. Subsequently, these costs will be charged to the Customer afterwards on a monthly basis.
- 18.3** The Mobility Card is valid until the expiry date stated on the card, and cannot be used thereafter. The Mobility Card must be destroyed or returned to Alphabet after the expiry date or upon termination of the Hire Contract.
- 18.4** Each Mobility Card has a personal identification number (PIN). The Customer will use the Mobility Card and PIN code with due care. The Customer is responsible for (the use of) the Mobility Card and PIN code from the moment they are provided. The PIN code is strictly personal and may not be shared with others. The Customer will notify Alphabet if the PIN code is or may have become known to others.

- 18.5** The Customer will immediately notify Alphabet if the Mobility Card has been lost or stolen. This notification must be confirmed to Alphabet in writing as soon as possible. Alphabet will have the Mobility Card blocked as soon as possible in the event of loss or theft. Alphabet will not charge the Customer for purchases made with the Mobility Card from the first working day after Alphabet has received a written confirmation of the notification.
- 18.6** Alphabet will not be liable for the inability to use the Mobility Card. The Customer may not invoke any right of discount, suspension or offset vis-a-vis Alphabet.
- 18.7** Alphabet will not be liable for damage as a result of misuse of, or fraud with, the Mobility Card. This will not apply if the cause of the damage is the result of intent or deliberate recklessness on the part of Alphabet.
- 18.8** Alphabet may block or revoke the Mobility Card if the Customer fails to comply with payment obligations or fails to do so on time.



Article 19

Other Provisions

- 19.1** Alphabet may unilaterally amend these General Terms and Conditions. Alphabet will inform the Customer of this in writing. The amended General Terms and Conditions will only apply to new Hire Contracts.
- 19.2** Invalidity of one or more provision(s) of the Agreement(s) and/or these General Terms and Conditions will not affect the validity or enforceability of the other provisions. The invalid provision will be deemed to have been replaced by a provision whose purport will approximate the invalid provision as much as possible.
- 19.3** The following order of priority will be applied in the event of a conflict between arrangements mentioned in the Agreement(s) and General Terms and Conditions: the Hire Contract, an addendum, the Framework Agreement, the General Terms and Conditions, and finally, any additional agreements.
- 19.4** Provisions of the Agreement(s) supersede statutory provisions relating to hire and lease, as stipulated in Article 7:201 of the Dutch Civil Code et seq.
- 19.5** The Customer may not transfer rights and obligations under the Agreement(s) and these General Terms and Conditions or the Agreement(s) as a whole to third parties. However, Alphabet may authorise a transfer in writing.
- 19.6** Alphabet may transfer rights and obligations from the Agreement(s) and these General Terms and Conditions or the Agreement(s) as a whole to third parties. Alphabet may also have a third party act in its place. In this respect, the Customer will have the option to terminate the Framework Agreement on compelling grounds effective from the transfer date. Termination of the Framework Agreement will maintain the Hire Contracts, which have not yet been terminated at that time. Those Hire Contracts will be settled in the manner stipulated therein.
- 19.7** All notifications to Alphabet may be done by phone (with written confirmation), by post or digitally.
- 19.8** The Customer authorises Alphabet to read out the Hired Car. Where personal data are involved, Alphabet is obliged to comply with applicable laws and regulations.
- 19.9** The Customer exercises business activities in line with the principles of sustainable development, and adheres to internationally recognised fundamental standards for occupational health and safety, environmental protection, labour and human rights, and corporate governance ('ESG standards'). Alphabet has described the interpretation of these ESG standards in the BMW Group Code of Conduct. Alphabet has made this Code available to the Customer. Alphabet expects the Customer to comply with these ESG standards. Furthermore, Alphabet expects the Customer to ensure that all its direct and indirect suppliers also comply with these ESG standards. Alphabet has the right to monitor compliance with the ESG Standards either itself or through third parties. The Customer is obliged to fully cooperate with these checks.
- 19.10** In the event of a merger, acquisition or legal or de facto demerger affecting Alphabet, the Customer shall immediately notify Alphabet by means of a written notice. In such event, the parties shall negotiate in good faith on any changes proposed by Alphabet to the Agreement. If the parties do not reach agreement on such changes within three months thereafter, Alphabet may terminate the Agreement(s).

Article 20

Applicable Law

20.1 Dutch law will apply to the Agreement(s) and these General Terms and Conditions.

20.2 All disputes between the Customer and Alphabet will be submitted exclusively to the competent court of Zeeland-West-Brabant, located in Breda.

Alphabet Rent, version november 2024, ALH2

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