

ALPHABET



General Terms & Conditions Alphabet Operational Lease

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Definitions:

These General Terms and Conditions contain definitions, which are written with a capital letter. These definitions have the following meanings:

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

Add-on Mobility: a temporary, different Leased Vehicle that is not a Leased Vehicle Replacement.

Agreement(s): (All of) the Framework Agreement, these Alphabet Operational Lease General Terms and Conditions, any addenda, 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.

Amortisation: the Cost Price of the Leased Vehicle minus the residual value of the Lease Vehicle, as calculated by Alphabet.

Annual Kilometrage: the number of kilometres driven by the Lease Vehicle on an annual basis.

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.

Book Value: the value at which the Lease Vehicle is recognised in Alphabet's books.

Changes: Software or hardware-based tuning or manipulation and/or making cosmetic changes of the Lease Vehicle.

Commercial Transport: transport of goods in return for payment, as part of parcel delivery and courier services and similar services.

Commercial Value: the market value of the Lease Vehicle as estimated by Alphabet.

Cost Price: the total cost for the purchase, the accessories of the Lease Vehicle and making it ready for use at the start Lease Contract.

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

Delivery Date: the date on which the Lease Vehicle is delivered to the Customer.

Driver: the natural person who will use and drive the Lease Vehicle with the Customer's consent. 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.

Facility: also referred to as point, is infrastructure providing electrical energy to the battery of a Lease Vehicle.

Framework Agreement: the agreement between the Customer and Alphabet under which a Lease Contract may be entered into.

General Terms and Conditions: These General Terms and Conditions for Alphabet Operational Lease.

Grid: an overview of Lease Rates for a certain Term and a certain Annual Kilometrage.

Grid Components: the Grid comprises the following components: Amortisation, Interest, repair and servicing costs, winter tyres, and replacement transport.

Grid Point: a Lease Rate in a Grid applicable to a certain Term and Annual Kilometrage.

Interest: the interest rate applied by Alphabet.

Lease Contract: the agreement on the Lease Vehicle between the Customer and Alphabet.

Lease Rate: the amount paid monthly for the Lease Vehicle.

Lease Vehicle: the vehicle that is made available to the Customer on the basis of a Lease Contract.

Lease Vehicle Replacement: a vehicle made temporarily available to the Customer as a replacement for the Lease Vehicle.

Mobility Card: the (payment) card made available to the Customer by Alphabet in order to obtain fuel, energy, and/or any other products or services.

Online Application: digital application of Alphabet that may be used by the Customer. Using this Online Application, the Customer, or someone on behalf of the Customer, may order and approve a Lease Vehicle, among other things.

Policy Conditions and comprehensive cover conditions: conditions drawn up by the insurer or Alphabet, applying to insurance(s) and coverage.

Rates Table: an overview of administrative and other costs that Alphabet may to the Customer.

Return Protocol: the guideline that Alphabet uses to assess the condition of the Lease Vehicle on return, this could also be a separate guideline for Light Commercial Vehicles (LCV).

Subsidy: any subsidies, discounts, tax advantages, and investment premiums that the government may grant.

Transport Service: the relocation of a Lease Vehicle at the request of the Customer.

Waiting Time: the period specified in the Policy Conditions and comprehensive insurance conditions for recovering the Lease Vehicle in the event of theft.



Article 1

Application of the General Terms and conditions

The Alphabet Operational Lease General Terms and Conditions apply to all agreements.

- 1.1** These General Terms and Conditions apply to all requests by the Customer. They also apply to all offers and quotations made by and Agreements with Alphabet. These shall be made available prior to an Agreement being entered into. Any terms and conditions of the Customer are expressly not applicable. These General Terms and Conditions do not apply to Hire Contracts, which are subject to other, specific general terms and conditions.
- 1.2** On signing the Agreement, the Customer declares:
- a.** to have received a copy of these General Terms and Conditions and to irrevocably accept the applicability of these General Terms and Conditions to the Agreement(s);
 - b.** that the Lease Vehicle is the property of Alphabet.
- 1.3** Additions to and/or deviations from the Agreement(s) and/or these General Terms and Conditions shall have legal effect only if agreed upon between Alphabet and the Customer in writing.
- 1.4** All Amounts stated in these General Terms and Conditions are exclusive of VAT.

Article 2

The Associated Company

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

- 2.1** The Customer may ask Alphabet to allow an Associated Company to enter into Lease Contracts under the Framework Agreement. Therefore, this Article should be deemed a third-party clause. Alphabet will have to give prior written consent for this, but is not required to do so. After it has obtained permission, the Associated Company may enter into independent Lease Contracts with Alphabet, based on the Agreement(s). In this case, Customer in these General Terms and Conditions shall also be understood to refer to the Associated Company.
- 2.2** The Customer is jointly and severally liable for compliance by the Associated Company with all the obligations under the Agreement(s). This also applies to Lease Contracts entered into before the Associated Company became affiliated to the Customer as such. The Associated Company is also independently liable for compliance with obligations under the Agreement(s) that relate to that Associated Company. The Customer is required to notify Alphabet in writing when an Associated Company ceases to be legally associated with the Customer. The Customer's liability for the Associated Company ends when all obligations have been met. Alphabet may make separate arrangements with the company that is no longer associated with the Customer.
- 2.3** The Customer reimburses, upon first request, all costs and damage due to the failure of a (formerly) Associated Company to fulfil its obligations under the Agreement(s).
- 2.4** An Associated Company may enter into a Framework Agreement with Alphabet independently based on the conditions in the Agreement(s) with the Customer. In this case, the Customer is not liable for compliance by the Associated Company/ Companies). In that case, the Associated Company will provide sufficient security for compliance with all obligations at Alphabet's first request.

Article 3

The Lease Contract

The Lease Contract enters into force after Alphabet and Customer are in agreement, the payment obligation not until the vehicle has been delivered.

- 3.1** The Customer may calculate Lease Rates and request quotations without obligation via the Online Application. User conditions apply to the Online Application, which are made available to the Customer who has to agree with them. These user conditions may be reviewed in the Online Application. A Lease Contract is created via the Online Application once it has been approved by Alphabet.
- 3.2** The Lease Contract entered into at the Customer's request without using the Online Application enters into force after it has been signed by the authorised representative(s) of the Customer and Alphabet. If the Customer enters into a physical Lease Contract with Alphabet, Alphabet may administration fees associated with this. The administration fees are stated in the Rates Tables.

- 3.3** The obligation to pay the Lease Rate and any fuel advance commences on the Delivery Date.
- 3.4** Extension of the Lease Contract will take place only after prior written consent by Alphabet. If the Customer or Driver does not or not timely return the Lease Vehicle as described in Article 17 of these General terms and conditions, Alphabet is authorized to unilaterally extend the Lease Contract with a reasonable Term.
- 3.5** If the Customer has a Lease Contract with Alphabet, and purchases a Charge Facility from Alphabet, Alphabet and the Customer will make separate written arrangements for this. However, Alphabet will not be liable for direct or indirect damages, of any kind, caused by the use of the Charge Facility, defects and/or defects of said Charge Facility, inadequate acts of third parties that perform repairs and/or maintenance, or violations by the Customer or Driver of applicable laws and regulations.

Article 4

The Lease Rate

The Lease Rate consists of several components. Most are mandatory, some you may choose.

The Lease Rate is - where applicable - the sum of the following components:

- a. Amortisation;
- b. Motor vehicle tax and other taxes;
- c. Premium for liability insurance and payment for comprehensive cover;
- d. Premium and payments for additional insurances and cover;
- e. Interest;

- f. Repair and maintenance costs;
- g. Payment for Lease Vehicle Replacement;
- h. Payment for the Mobility Card;
- i. Winter tyres, including storage, repair and replacement;
- j. Management fee;
- k. Other costs (transport costs at the end of the Lease Contract and costs for the vehicle registration card).

The Lease Rate may be expanded with Customer-specific components.

Article 5

Price adjustment

Due to interim price adjustments, on delivery the Lease Rate may differ from the rate at the time the order was placed. The Lease Rate may also change at a later date.

5.1 The Lease Rate is determined by the Term, the Annual Kilometrage, and the agreed components. The amounts stated in the Lease Contract, which is drawn up before the Delivery Date, are provisional. The Lease Rate is established by Alphabet on the Delivery Date, once the final Cost Price of the Lease Vehicle is known.

5.2 Alphabet is authorised to adjust the Lease Rate in the following situations, summarised by component:

Component a - Amortisation: adjustments may be made subsequent to government measures.

Component b - Motor vehicle tax and other taxes: adjustments may be made subsequent to government measures.

Component c - Premium for liability insurance and comprehensive cover: as provided for in these General terms and conditions.

Component d - Premium and payments for additional insurances and cover: in the event of Changes in the premium or costs of the insurances charged to Alphabet by suppliers, such as assistance in case of damage or breakdown.

Component e - Interest: the Interest may change if at least three (3) months have passed between entering into the Lease Contract and the Delivery Date and, during that period, the Interest differs by more than 0.25% (however, a change cannot lead to a negative Interest Rate).

Component f - Repair and servicing costs: based on the indexation described in article 5.3 of these General terms and conditions.

Component g - Reimbursement for a Lease Vehicle Replacement: based on the indexation described in article 5.3 of these General Terms and Conditions.

Component h - Payment for the Mobility Card: as provided in Article 24 of these General Terms and Conditions.

Component i - Winter tyres, including storage, repair and replacement: based on the indexation described in Article 5.3 of these General Terms and Conditions.

Component j - Management fee: fixed for the Term.

Component k - Other costs: fixed for the Term.

5.3 Indexation may take place in the event of a cost increase for Alphabet of more than 5% after the Delivery Date. Only an increase in excess of 5% will be charged to the Customer. To determine the increase, Alphabet uses Spending category 072300 ("Maintenance and repair") of Statistics Netherlands or a similar index. If a Grid applies to the Lease Contract, an adjusted Grid will be provided to the Customer through Online Application.

5.4 The amount of any Subsidy granted is deducted from the Lease Rate. Alphabet is entitled to collect the Subsidy on behalf of the Customer. For doing so Alphabet may charge administrative fees and/or statutory (commercial) interest. The amount of the fees is stated in the Rates Table. The Customer undertakes to pay (back) to Alphabet the Subsidy paid to the Customer at the first request of Alphabet. The Lease Rate without Subsidy is payable by the Customer until the Customer fulfils this obligation. After the Subsidy has been paid, Alphabet settles the excess Lease Rate paid by the Customer against the Lease Rate actually payable. The Customer may make no claim to Interest on the excess Lease Rate paid.

Article 6

Use

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

- 6.1** The Lease Vehicle may be used by a Driver other than the Customer. The Driver thus has the same right to use the Lease Vehicle as the Customer. Where this can be reasonably expected of the Driver, the Driver fulfils all the Customer's obligations. The Customer will inform the Driver promptly of all the rights and obligations, and ensures that the Driver complies with the obligations. 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 condition of the Lease Vehicle are deemed to have been made on behalf of the Customer.
- 6.3** The Customer is obliged to start using the Lease Vehicle immediately after it has been made available to it and/or the Driver, and the Customer was informed about this by Alphabet. This obligation also applies if Alphabet asks the Customer to start using the Lease Vehicle within an established term period.
- 6.4** The Customer will look after the Lease Vehicle 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 Lease Vehicle
- 6.5** The Customer shall deploy the Lease Vehicle solely for regular use on the public roads, and shall observe laws and regulations, traffic rules, and Policy and comprehensive cover conditions. Any costs arising due to unlawful, deviant or special use of the Lease Vehicle are payable by the Customer.
- 6.6** The Customer is not allowed to sell the Lease Vehicle, to allow it to be used as security, to use it to transport dangerous 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. Neither is it allowed to perform any modifications that may endanger safety, or transport people - carpooling excepted - for money. The Commercial Transport of goods is permitted only with the written consent of Alphabet.
- 6.7** Alphabet shall loan the Lease Vehicle to the Customer after it has become the property of Alphabet. The Customer shall use the Lease Vehicle during the Term. Delivery will take place after the delivery form has been signed by the Customer or by the Driver.
- 6.8** If the Customer is unable to use the Lease Vehicle, this is for the account and risk of the Customer, unless such is due to acts and/or omissions on the part of Alphabet. In that case, the Customer will have to keep paying the Lease Rate.
- 6.9** If the Lease Vehicle 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.
- 6.10** 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 Lease Vehicle, Alphabet cannot be held responsible or liable. This also applies to the payment obligation that may be associated with these services. Moreover, it is the responsibility of the Customer and/or Driver to terminate these services before returning the Lease Vehicle.
- 6.11** Alphabet cannot be held responsible or liable for the use by the Customer and/or Driver of a Lease Vehicle 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 Lease Vehicle if there is reason to do so.

6.12 Software or hardware-based tuning or manipulation of the Lease Vehicle and/or making cosmetic changes ("Changes") is not permitted without Alphabet's prior written consent. If this provision 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 Lease Rate during the Term and after termination of the Lease Contract by charging (repair, replacement, and maintenance) costs as well as all other costs incurred as a result of the Changes to the Lease Vehicle.

This includes, 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 Lease Vehicle. Alphabet may also charge this penalty and additional costs (retroactively) if it is found after the return of the Lease Vehicle that Changes have been made. If Changes have been made to the Lease Vehicle without Alphabet's prior written consent, the Customer is not entitled to a Replacement Hired Car.

Article 7

Accessories

Subject to certain conditions, you may fit the Lease Vehicle with accessories or lettering.

- 7.1** The Customer may fit the Lease Vehicle with accessories or display advertising lettering on it at its own expense, after obtaining Alphabet's written consent to do so.
- 7.2** The fitting must be performed by an official dealer for the car brand or by a fitter that is recognised by Alphabet. The cost of accessories made mandatory by the government after the entry into force of the Lease Contract are payable by the Customer.
- 7.3** Advertisements must be removable without causing damage. The Customer is responsible for such removal at the end of the Term. If the advertisements are not removed or if damage has occurred due removal by the Customer, Alphabet will charge the costs of removal to the Customer. Advertisements may not be displayed on a Replacement Lease Vehicle or Add-on Mobility.

- 7.4** Accessories that the Customer has had fitted may be removed at the end of the Lease Contract. This is only permitted if it will not result in the Lease Vehicle losing value. Accessories that cannot or may not be removed will become the property of Alphabet without payment being required. Alphabet can have the accessories removed at the Customer's expense.
- 7.5** The Customer bears the risk of loss, theft, and all costs of accessories fitted by the Customer. This also applies with respect to any value loss due to the fitted accessories.

Article 8

Insurance and Assistance

All Lease Vehicles are insured against civil liability, including cover for damage and/or theft

- 8.1** Unless otherwise agreed, Alphabet provides third-party liability insurance ("motor vehicle liability") and comprehensive coverage for Lease Vehicle.
- 8.2** Separate policy conditions apply to the liability and comprehensive insurance. The policy conditions for the liability insurance are drawn up by a generally recognised insurance company. The conditions of comprehensive insurance are drawn up by Alphabet.
- 8.3** The Policy Conditions and comprehensive cover conditions are listed on Alphabet's website, and a copy may 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. These Policy and comprehensive cover conditions may be reviewed on the Alphabet's website.
- 8.4** The Customer reports damage to the Lease Vehicle or to a third party to Alphabet as soon as possible. This report must be made within 24 hours of the incident taking place.
- 8.5** Damage not reimbursed by the liability insurance or under the comprehensive cover is payable by the Customer. Damage, for instance due to misfuelling. This also applies to the so-called deductible, with due regard for any supplementary insurances.
- 8.6** In the event of theft, the Customer must hand over a full set of keys (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.
- 8.7** The Policy Conditions and comprehensive cover conditions and rates for liability insurance, any other/supplementary insurance and the comprehensive cover may be adjusted by Alphabet and/or the insurer. Alphabet notifies the Customer of this in writing.

- 8.8** If the damage development gives reason to do so, the premium for liability insurance and payments for comprehensive cover may be adjusted. Alphabet notifies the Customer of this in writing.
- 8.9** The Customer may purchase assistance via Alphabet in the event of breakdown or damage. Any costs associated with this assistance that are not covered by an insurance or other agreement are payable by the Customer. The assistance conditions are listed on Alphabet's website, and a copy will be sent free of upon request.



Article 9

Repairs, service, and tyres

Regular service costs fall within the scope of the Lease Contract. Alphabet works exclusively with recognised suppliers in this regard.

- 9.1** The Customer will have the Lease Vehicle serviced in a timely manner in accordance with the instructions of the manufacturer of the Lease Vehicle, a (dashboard) notification of the Lease Vehicle itself or after a call for inspection, (safety) adjustment or test. 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.
- 9.2** Repairs and servicing both at home and abroad are payable by Alphabet, subject to the following conditions:
- a.** Alphabet has consented to such; and
 - b.** The work is performed by a recognised Alphabet supplier.
- Alphabet may only withhold consent on economic grounds and provided its refusal does not jeopardise safety.
- 9.3** The Customer will use the Lease Vehicle and/or collect it from the repairer immediately after the repair work is completed. If this obligation is not met, Alphabet may charge costs to the Customer.
- 9.4** Alphabet may check the condition of the Lease Vehicle (or have it checked). The Customer shall cooperate in this. The outcome of this investigation is binding on both parties. The costs of this investigation will be borne by the unsuccessful party
- 9.5** The Customer will report defects affecting the odometer within 24 hours of its discovery. The number of kilometres driven while the odometer was defective shall be established in consultation according to the standards of reasonableness.
- 9.6** The costs of fuel, parking or garage, tolls, 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 Lease Vehicle.
- 9.7** Costs due to repairs and servicing that are the consequence of negligence or improper use are payable by the Customer. An example of this is misfuelling. These costs may also include residual value or warranty loss, for instance due to loss of warranty and exceeding the servicing period.
- 9.8** The costs of premature tyre replacement due to the loss of a tyre are shared between the Customer and Alphabet. Costs resulting from normal wear and tear are payable by Alphabet. The remaining part is payable by the Customer such as in the event of canvas breakage, run-in or excessive wear and tear.
- 9.9** The Lease Vehicle may be fitted with winter or all-season tyres, if this is allowed by the manufacturer of the Lease Vehicle. Alphabet specifies the brand of the winter or all-season tyres. The supplier selected by Alphabet will take care of purchase, replacement, storage and swapping. The Customer will use the winter tyres only between October through March. The tyres are changed twice per calendar year.

Article 10

Lease Vehicle Replacement

In the event of, for example, breakdown, damage or servicing, you may use replacement transport.

- 10.1** The Customer and Alphabet may agree that use can be made of a Replacement Lease Vehicle during the Term.
- 10.2** A minimum period applies, which determines the apportionment of the costs between the Customer and Alphabet. During this period, the Customer is not entitled to a Lease Vehicle Replacement. This period is recorded in the Lease Contract. The apportionment of costs is recorded in Article 10.7 of these General terms and conditions.
- 10.3** A Lease Vehicle Replacement may be deployed if the Lease Vehicle cannot or can no longer be used by the Customer, in the following situations:
- a.** Emergency: the Replacement Lease Vehicle will be made available in the event of theft and the Lease Vehicle being rendered unusable;
 - b.** (Damage) repair and/or servicing: the Lease Vehicle Replacement will be made available if the repair work is expected to last longer than the minimum period.
- 10.4** In the event of theft, the Customer is provided with a Replacement Lease Vehicle during the Waiting Time.
- 10.5** A Lease Vehicle is deemed to have been rendered unusable in the event of total loss, damage or technical faults as a result of which the Lease Vehicle can no longer be driven. A Lease Vehicle Replacement shall be made available with effect from the date on which the unusability is reported to Alphabet or the assistance agency.
- 10.6** A Lease Vehicle Replacement is made available until:
- a.** The Customer is notified that the Lease Vehicle is ready for use again or
 - b.** The Lease Contract is terminated.
- 10.7** During the minimum period, the costs of the Lease Vehicle Replacement are payable by the Customer. After the minimum period has elapsed, the costs are payable by Alphabet. However, if the Lease Contract is terminated with retroactive effect as described in Articles 15.2 and 15.3 of these General terms and conditions, the daily hire rate in accordance with Alphabet Rent's hire table will be charged.
- 10.8** The costs of a Lease Vehicle Replacement may be charged on in full to the Customer in the event of:
- a.** Not immediately picking up the (regular) Lease Vehicle by the Customer and/or Driver at the servicing or repair address after completion of servicing or repair, and the Customer and/or Driver have been informed of this.
 - b.** Negligence or improper use of the Lease Vehicle by the Customer and/or Driver
 - c.** Seizure or forfeiture of the Lease Vehicle due to an act of the Customer and/or Driver.
- 10.9** A Lease Vehicle Replacement must be returned to a mutually agreed location. The Customer may make use of Alphabet's Transport Service for this. The costs of this are stated in the Rates Table.
- 10.10** The brand, type and design of the Lease Vehicle Replacement are specified by Alphabet.
- 10.11** The number of kilometres driven with a Lease Vehicle Replacement is added to the number of kilometres driven with the Lease Vehicle.
- 10.12** In the event of premature termination of the Lease Contract at the request of the Customer, Alphabet may make a Lease Vehicle available. The Lease Rate of this Lease Contract shall be charged for the remaining Term in the event of early termination initiated by Alphabet due to technical defects.
- 10.13** A Lease Vehicle Replacement that Alphabet has rented from third parties is insured under the policy terms and provisions of the relevant car rental company. This may differ from the insurance and cover that apply to the Lease Vehicle. These deviations are at the expense and risk of the Customer. 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 11

Personal data and confidentiality

Alphabet will handle all personal data with the utmost care and in accordance with the current legal provisions and regulations.

11.1 Alphabet is responsible for the processing of personal data in the performance of the Agreement(s). The Customer is responsible for the personal data that it provides to Alphabet. The Parties abide by all applicable legislation and regulations when processing personal data. Alphabet will keep personal data only for as long as the law permits and does not share the data with third parties, unless required or permitted by law to do so. Alphabet also refers to the Privacy Statement published on its website.

11.2 The Customer and Alphabet treat as confidential any data they receive from each other. 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).

11.3 The Customer and Alphabet will not use each other's logos (including BMW Group logos) without the prior consent of the other.

Article 12

Lost items

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

12.1 Costs arising due to the loss of items that belong to the Lease Vehicle are payable by the Customer. This concerns the Mobility Card, PIN codes, keys, remote controls, audio (visual) equipment parts, the vehicle registration certificate and other documents belonging to the vehicle.

12.2 The Customer will report loss or theft of the Lease Vehicle's car keys and/or remote control to Alphabet as soon as such is discovered. The Customer will report the loss of any other items to Alphabet within 24 hours of such being discovered.

12.3 Alphabet arranges the replacement of the items stated in this article. Alphabet will charge the Customer for the costs of replacement.

Article 13

Suspension

A Lease Vehicle that is temporarily redundant does not need to be used and may be placed at Alphabet. You will receive a discount on the Lease Rate.

- 13.1** It is possible to temporarily suspend the use of the Lease Vehicle. If this is done, the Customer will receive a discount on the Lease Rate, provided the conditions stated in Article 13.2 are met.
- 13.2** The following conditions apply:
- a. The Customer has the option to suspend the use of no more than 5% of all the Lease Vehicles for which the Customer entered into a Lease contract;
 - b. the period of the suspension is at least 30 days and not more than 180 days for each Lease Contract;
 - c. Alphabet extends the Term of the Lease Contract by the period of the suspension;
 - d. The Customer will park the Lease Vehicle at a location specified by Alphabet; and
 - e. The Customer shall continue to pay the Lease Rate.

- 13.3** The discount is 50% if the Lease Vehicle is insured through Alphabet. If the Customer does not insure the Lease Vehicle through Alphabet, the discount is 30%. The discount shall be settled with the Customer subsequently, after the Lease Vehicle is again in use by the Customer and/or Driver. The discount applies only for the period of suspension of use.



Article 14

Grid or kilometre settlement

You may choose to use a Grid. The Grid gives a prior insight into the costs of the Lease Vehicle if the contract duration or the number of kilometres driven changes.

If a Grid applies to a Lease Contract, the following applies:

- 14.1** The Grid is used to calculate the Lease Rate actually payable. The Grid is applied in the following cases:
- a.** in the interim if the Annual Kilometrage deviates by more than 20% from the value in the Lease Contract and/or
 - b.** after (premature) termination of the Lease Contract.
- 14.2** The actual Lease Rate payable is calculated on a linear basis between the Grid Points within which the actual Term and the number of kilometres driven fall. The difference between the Lease Rate charged in relation to the expired Term and the Lease Rate that is actually payable is payable by the Customer.
- 14.3** A Grid is linked to a specific Lease Contract. Alphabet issues an adjusted Grid if the Cost Price of the Lease Vehicle changes and/or Grid Components are added, adjusted or removed.
- 14.4** The Grid Points determine the scope of the Grid. In the event of termination outside the scope of the Grid, Alphabet notifies the new Lease Rate. The actual Term and the final number of kilometres driven are decisive for this.

If no Grid applies to the Lease Contract, the following applies:

- 14.5** The number of kilometres actually driven with the Lease Vehicle may be different from the Annual Kilometrage stipulated in the Lease Contract. Alphabet is unilaterally authorised to proceed to recalculate the Lease Contract, if the actual number of kilometres driven deviates by 10% or more from the Annual Kilometrage. The Annual Kilometrage of plus or minus 10% (over or below) is referred to as the Standard. Example: In case of an Annual Kilometrage of 30,000, the Standard is the range between 27,000 and 33,000.

- 14.6** Upon termination of the Lease Contract, and also with interim termination, settlement will always take place. Furthermore, the number of more or less kilometres to be paid for each Lease Vehicle will be calculated as follows: the actual number of kilometres driven with the Lease Vehicle according to the odometer, increased, if applicable, by the number of kilometres driven with the Lease Vehicle Replacement and/or the number of kilometres travelled during the period in which the odometer was defective, minus the result of: the expired Term in years times the agreed Annual Kilometrage.
- 14.7** Differences outside of the Standard will be settled as follows. Upon termination of a Lease Contract, and also in case of interim termination, settlement will take place based on a recalculation, provided that a deviation from the Annual Kilometrage of 10% or more has been observed. This recalculation will be based on the actual number of kilometres driven and the (actual) period of the Lease Contract till the moment of termination of the Lease Contract.
- 14.8** Differences within the Standard will be settled as follows. In case of a deviation of less than 10% during the Term of the Lease Contract, settlement will take place based on the number of more or less kilometres at the rates stated in the Lease Contract.
- 14.9** At all times, Alphabet is entitled to check the number of kilometres actually driven. The Customers undertakes to fully cooperate in this respect.
- 14.10** Alphabet and the Customer have also agreed that Article 15.4 under a ('Termination of Lease Contracts') of the General Terms and Conditions will be amended as follows: "During the first 2 years of the Term, the difference between the Commercial Value and the Book Value of the Lease Vehicle will be charged; this will be calculated at the time of termination. In addition, the Lease Rate will be recalculated afterwards based on the relevant Article; the final kilometrage of the Lease Contract determines this".

- 14.11** If no Grid applies to the Lease Contract, Article 15.4 under b ('Termination of Lease Contracts') will be changed as follows: 'from a Term of a minimum of 2 years, the Lease Rate will be recalculated afterwards based on the relevant Article; the final

kilometrage and the actual Term of the Lease Contract determine this. (...) In both cases, a fee is due for lost revenue, which is listed in the Rates Table. The total amount will be charged to the Customer".

Article 15

Termination of Lease Contracts

The reason for the termination of the Lease Contract determines how the Lease Contract is settled.

- 15.1** The Lease Contract is terminated:
- a.** After expiry of the Term, on the date on which the Lease Vehicle is returned;
 - b.** If the maximum number of kilometres is reached, as agreed in the Lease Contract;
 - c.** If the Lease Vehicle has been stolen and the Waiting Time has expired;
 - d.** If the Leased Vehicle is rendered unusable due to total loss, damage or technical defects;
 - e.** By dissolution; or
 - f.** By cancelling pursuant to Article 15.4 of these General Terms and Conditions.

- 15.2** In the event of theft, the Lease Contract will be terminated with retroactive effect. This is done with effect from the date on which the theft was committed, after the Waiting Time has expired. During the Waiting Time, the Lease Rate continues to be payable by the Customer to Alphabet.

- 15.3** The Lease Contract will be terminated if the Lease Vehicle is rendered unusable due to total loss, damage or technical defects. This is done with retroactive effect to the date on which the Lease Vehicle was rendered unusable.

- 15.4** The Customer may prematurely terminate a Lease Contract. It may only do so for a maximum of 5% of the total number of Lease Vehicles made available to the Customer. This number shall be established at the start of the calendar year of the premature termination. There are costs attached to premature termination. These costs depend on the date on which termination takes effect. The following distinction applies:

- a.** In the first 2 years of the Term, the difference between the Commercial Value and the Book Value of the Lease Vehicle will be charged; this is calculated on the date of termination. In addition, the Lease Rate is recalculated retrospectively based on the Grid; the final number of kilometrage of the Lease Contract is the determining factor;
- b.** For Terms of 2 or more years, the Lease Rate is recalculated retrospectively based on the Grid; the final kilometrage and the actual Term of the Lease Contract are the determining factors.
In both cases an additional fee is payable by the Customer in relation to lost revenue, which is stated in the Rates Table. This fee is not due in respect of Lease Contracts that have been extended, and have been prematurely terminated during this period. Otherwise, the return of the Lease Vehicle will be handled in the customary manner, and the Customer is obliged to pay the costs of the damage based on the arrangements in the Agreement(s). The total amount is charged to the Customer.

Article 16

Right of purchase

There is always an option to take over the Lease Vehicle.

- 16.1** In the event of (premature) termination of the Lease Contract, the Customer may purchase the Lease Vehicle from Alphabet. At the request of the Customer Alphabet shall propose a purchase price. If agreed, a purchase agreement will be entered into.

Article 17

Return

Agreements relating to, for example, the condition of the Lease Vehicle have been laid down in the Return Protocol.

- 17.1** The Customer returns the Lease Vehicle and all vehicle accessories (such as the license plate card, registration code, user manual(s), (spare) keys, inspection certificates, charging cables) on last day of the Term or when the maximum number of kilometres has been reached. The Lease Rate is calculated proportionally through the date on which the Customer returns the Lease Vehicle.
- 17.2** If the Lease Vehicle is not returned, Alphabet may demand the return of the Lease Vehicle and the payment of (transport) costs. In this case, the risk of damage to or total loss of the Lease Vehicle is borne by the Customer. This applies until the Customer has returned the Lease Vehicle.
- 17.3** The location at which the Lease Vehicle is returned is mutually agreed. Upon return of the Lease Vehicle, Alphabet shall record or have recorded the final number of kilometres driven.
- 17.4** The condition and completeness of the Lease Vehicle is established at the return address specified by Alphabet. The return addresses and the Return Protocol can be found on Alphabet's website. The Return Protocol is used as a guideline for the condition in which the Lease Vehicle must be returned.
- 17.5** Damage noticed on return and not previously reported is payable by the Customer. A loss adjuster determines the extent of the damage. Damage as described in the Return Protocol shall be deemed to be damage due to use. The Rates Table lists the threshold amount for return damage.
- 17.6** When returning the Lease Vehicle, the Customer will take care of removal of all personal data from the connected vehicle systems and applications, including the in-car navigation system. If the Customer uses an application offered by the manufacturer of the Lease Vehicle or a third party, the Customer is obliged to remove an account and (personal) data entered prior to return.
- 17.7** Upon return of a (fully) electric Lease Vehicle, the Customer will ensure that the battery is charge up to at least 50%, in case of failure to do so, the resulting costs may be charged to the Customer by Alphabet. The reason for this is that an electric Lease Vehicle cannot be used if the battery has not been (partially) charged.

Article 18

Financial conditions

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

- 18.1** The Lease Rate is payable by the Customer in advance on the first day of each calendar month. The Lease Rate for part of a month shall be calculated proportionately. A partial Lease Rate and all other amounts due are payable from the expiry date of the invoice. All payment terms are strict deadlines.
- 18.2** The Customer authorises Alphabet to debit amounts payable from a bank account. This is done in accordance with the instructions and procedures for electronic payment transactions.
- 18.3** The Customer is not entitled to a discount, settlement or suspension unless such is confirmed by Alphabet in writing.
- 18.4** Statutory (commercial) interest is payable by the Customer on amounts not paid or not paid on time. The Interest is calculated with effect from the expiry of the payment term until the date on which full payment is made.
- 18.5** The Customer receives invoices digitally via an Online Application. The Customer is responsible for saving the electronic invoices for its records.
- 18.6** Alphabet reserves the right to conduct financial checks on the Customer. At Alphabet's first request, it must be provided with the final (possibly consolidated) annual financial statements for the previous financial year of the Customer, and, where applicable, Associated 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.

18.7 Alphabet's records serve as proof. This applies to all amounts due and all matters recorded in relation to the Lease Vehicle.

18.8 Alphabet is affiliated with the Credit Registration Office (Bureau Krediet Registratie, BKR) in Tiel, the Netherlands. The Agreement(s) and irregularities in payment history may be registered here, depending on the legal form of the Customer. 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, such as a Lease Contract; Alphabet will inform the Credit Registration Office if the Customer concludes a Lease Contract with it and, finally, Alphabet will inform the Credit Registration Office if the Customer is in arrears.

Article 19

Non-compliance and dissolution

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

- 19.1** Alphabet may dissolve the Framework Agreement and/or the Lease Contract in writing and/or demand the return of the Lease Vehicle and/or Hired car if:
- a.** The Customer has not, not fully or not timely fulfilled an obligation arising from 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 requested suspension of payments or this had been granted, or the Customer has requested bankruptcy or it has been declared bankrupt;
 - c.** the Lease Vehicle is seized, claimed by the government or declared to be forfeited, due to 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.** The Lease Vehicle cannot be ordered by Alphabet or cannot be delivered in the ordered version by Alphabet's supplier;
 - f.** 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.
 - g.** 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;
 - h.** 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.
 - i.** Alphabet determines that the Customer acts or threatens to act in violation of (international) laws and regulations on Environmental, Social & Governance (ESG).
 - j.** Circumstances arise in relation to the Customer which increase Alphabet's risk, and/or make normal performance of the Agreement(s) virtually impossible.
- 19.2** The Customer reports the occurrence of facts and circumstances stated in Article 19.1 of these General Terms and Conditions immediately, in writing. The Customer will also inform the Driver of this obligation.
- 19.3** The Customer may dissolve the Framework Agreement in writing if:
- a.** Alphabet fails to comply with an obligation under the Agreement(s) and/or these General Terms and Conditions or fails to do so in full or in a timely manner and is in default due to the period specified or allowed for rectification having elapsed;
 - b.** Alphabet has requested suspension of payments or has been declared bankrupt;
 - c.** Alphabet has established itself abroad, has decided to liquidate the company or has ceased operations.
- 19.4** Alphabet has the right to suspend its services for as long as the Customer is in breach of its obligations.
- 19.5** This article is without prejudice to the rights conferred by the law, the Agreement(s), and/or these General terms and conditions on the Customer or on Alphabet in the event of non-compliance.
- 19.6** The dissolution of the Framework Agreement shall result in the dissolution of all Lease Contracts with the same commencement date.
- 19.7** The termination of the Framework Agreement does not affect Lease Contracts still in force.
- 19.8** The cancellation of an order for a Lease Vehicle shall result in the dissolution of the Lease Contract. All the costs associated with this are payable by the Customer. In any event, Alphabet charges administration fees for this. These fees are stated in the Rates Table.

Article 20

Liability, indemnity, and force majeure

The use of the Lease Vehicle entails responsibilities for the Customer, Driver, Alphabet and third parties.

- 20.1** The Customer shall reimburse loss incurred by Alphabet and/or that will be incurred by Alphabet due to the failure of the Customer to comply with obligations under the Agreement(s) and/or these General terms and conditions.
- 20.2** Any extrajudicial costs incurred by Alphabet due to the Customer's non-compliance are payable by the Customer.
- 20.3** The Customer indemnifies Alphabet against any claims from Drivers and third parties as a result of or related to the use, possession or ownership of a Lease Vehicle. This indemnity does not apply if and insofar as the claims of Drivers or third parties are fully reimbursed by an insurer (such as a liability insurer), or if the cause of the claim is due to intent or deliberate recklessness on the part of Alphabet. This indemnity shall not apply if the claim is based on intent or conscious recklessness on the part of Alphabet.
- 20.4** The Customer waives claims in connection with the possession and use of the Lease Vehicle if and insofar as these would interfere with any claims of Alphabet in the exercise of its rights as owner of the Lease Vehicle. An example would be a recall by the manufacturer of the Lease Vehicle.
- 20.5** Alphabet is not liable for damage due to work or for the (non-prompt) delivery of items or services by third parties. This does not apply if the cause of the damage is due to intent or wilful recklessness on the part of Alphabet.
- 20.6** Alphabet is not liable for the failure of importers, manufacturers and dealers to deliver the Lease Vehicle promptly to Alphabet. Moreover, a Delivery Date communicated by Alphabet is always indicative.
- 20.7** Alphabet does not guarantee the accuracy of the performance of the Lease Vehicle, as stated by third parties, such as in the area of (fuel) consumption, radius of action, missions 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 Lease Vehicle.
- 20.8** In the event of force majeure, Alphabet and the Customer may opt to terminate the Agreement(s) or to suspend the obligations until the force majeure situation ends. In the event of force majeure, Alphabet is not obliged to pay damages.



Article 21

Seizure, third party measures, and fines

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

21.1 Third parties may exercise rights or take measures in relation to the Lease Vehicle. The Customer reports such immediately to Alphabet and makes the third party aware of Alphabet's ownership. A bailiff, a liquidator or a curator must, at first request, be allowed to inspect the Agreement(s) of the Customer or Alphabet. The Customer and Alphabet each have the right to take measures to protect their rights, except insofar as those rights are limited by these General terms and conditions or the law. The Customer's obligations under the Agreement(s) continue to apply in full for the duration of these measures.

21.2 Seizure, third party measures, and fines may result in damages and/or costs for Alphabet. These damages and/or costs are payable by the Customer unless they are due to actions on the part of Alphabet. If the seizure or third-party measures cannot be undone, or if the Lease Vehicle is forfeited, the Customer has an obligation to notify Alphabet, and to compensate Alphabet for all resulting damages.

21.3 Alphabet provides the Customer with the opportunity to receive fines and/or penalties (such as parking tax, tolls, fines for wrongfully entering zero-emissions zones, 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. These costs are listed in the Rates Table. 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. If a fine or ticket is incurred while using a Lease Vehicle, an adjusted process may be in force regarding the administrative handling.

Article 22

Address and name changes

22.1 The Customer is obliged to notify Alphabet of changes promptly and in writing. This regards changes in name, address and other relevant details of both the Customer and the Driver.

Article 23

Mobility

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

- 23.1** The Customer may purchase several services from Alphabet that are linked to the use of a Mobility Card. The Mobility Card is linked to a Lease Contract, unless some other agreement is made.
- 23.2** The Mobility Card may be used as a means of payment for the service that is purchased, such as fuel, charging, use of public transport or parking. The Mobility Card may also be used for a Replacement Lease Vehicle and Add-on Mobility.
- 23.3** The Customer pays the amount due for use of the Mobility Card to Alphabet on a monthly basis.
- 23.4** All costs resulting from the use of the Mobility Card are advanced by Alphabet. These costs are subsequently charged afterwards to the Customer monthly. This does not apply to the purchase of fuel.
- 23.5** Alphabet may add other services to the Mobility Card. The Customer will be informed about this.
- 23.6** The Mobility Card is valid until the expiry date stated on the card, and can no longer be used thereafter. After the expiry date or upon termination of the Lease Contract the Mobility Card should be destroyed or returned to Alphabet.
- 23.7** Every Mobility Card has a personal identity number (PIN code). The Customer uses 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 date on which they were provided. The PIN code is strictly personal and may not be shared with others. The Customer notifies Alphabet if the PIN code is or may have become known to others.
- 23.8** The Customer reports the loss or theft of the Mobility Card to Alphabet immediately. This report must be confirmed to Alphabet in writing as soon as possible. In the event of loss or theft, Alphabet has the Mobility Card blocked as soon as possible. From the first working day after receiving written confirmation by Alphabet of the report, Alphabet does not charge the Customer for purchases made using the Mobility Card. Alphabet charges replacement and administration costs to the Customer in this regard. These administration costs are listed in the Rates Table.
- 23.9** Alphabet is not liable if the Mobility Card should be unusable. The Customer cannot invoke any right to a discount, suspension or settlement from Alphabet.
- 23.10** Alphabet is not liable for damage due to improper use of or fraud committed with the Mobility Card. This does not apply if the cause of the damage is due to intent or wilful recklessness on the part of Alphabet.
- 23.11** Alphabet may block or withdraw the Mobility Card if the Customer fails to meet its payment obligations or fails to do so on time.
- 23.12** Upon request, Alphabet provides the Customer with management information in relation to the use of the Mobility Card. Alphabet will thereby act in accordance with legislation and regulations, for instance in the area of personal data protection.
- 23.13** To deliver the Mobility Card, Alphabet uses the services of third parties. There may be conditions of the supplier attached to the use of the Mobility Card. The supplier may change these conditions. The supplier may change those conditions. The supplier notifies the Customer of this.

- 23.14** Fuel is subject to the following conditions:
- a.** Alphabet charges a monthly amount as an advance on the fuel or charging costs. The advance is stated in the Lease Contract.
 - b.** The advance is determined by the estimated number of kilometres driven, the price of the fuel or charging costs, and the use stated by the manufacturer of the Lease Vehicle. The advance is charged to the Customer. Deviations in practice of more than 5% may result in the advance being adjusted with regard to Lease Contracts in which such a deviation occurs.
 - c.** Alphabet settles the difference between the advance and the actual fuel and/or charging costs. Termination of the Lease Contract and/or use of the Mobility Card results in a settlement of the outstanding difference.
 - d.** Fuel or charging costs may be claimed via the supplier of the Mobility Card if the fuel cannot be paid for using the Mobility Card. These bills may be submitted digitally free of charge. Alphabet may charge an administration fee for each bill that is not submitted electronically. These amounts of these costs are stated in the Rates Table.



Article 24

Add-on Mobility

If you wish, you may temporarily use a different Leased Vehicle.

- 24.1** The Customer may use Add-on Mobility during the Duration. In this case, another Leased Vehicle will be temporarily made available. Add-on Mobility cannot be taken up for a Leased Vehicle used by different Drivers.
- 24.2** The maximum consecutive period of use of Add-on Mobility is in principle 4 weeks. The Lease Contract will not be ended in the period of use.
- 24.3** The customer pays a fixed amount each month per Lease Contract for Add-on Mobility. The amount is a component of the Lease Rate. As a result, the Customer will build up a balance to be used for Add-on Mobility.
- 24.4** Add-on Mobility allows the Customer to choose from several classes of cars.
- 24.5** An amount is payable by the Customer per period of use, which is linked to the chosen class of car. The differing amounts and periods of use are notified to the Customer in writing. No maximum number of kilometers per day applies.
- 24.6** Alphabet deducts the amount corresponding to the period of use taken up from the balance. Any deficit is settled with the Customer in the event of (early) termination of the Lease Contract. Any surplus is forfeited.
- 24.7** At the Customer's request, Alphabet provides accessories such as a roof rack, roof box, tow bar, etc. The costs of this are deducted from the balance.
- 24.8** The Customer is responsible for the correct application of tax-related legislation and regulations. Alphabet cannot be held liable for any additional tax assessments and/or fines arising from (amended) tax legislation and regulations. Information about any double additional tax liability as a result of periods of use is available from the Tax and Customs Administration.
- 24.9** Alphabet passes on the list price of the other Leased Vehicle and other tax-related information to the Customer. This is purely intended to assist in the Customer's administration.

Article 25

Other Provisions

- 25.1** These General Terms and Conditions may be amended by Alphabet. Alphabet notifies the Customer of this in writing. The amended General Terms and Conditions apply exclusively to new Lease Contracts.
- 25.2** If one or more provisions in the Agreement(s) or these General Terms and Conditions are invalid, this shall not affect the validity or enforceability of the other provisions. The invalid provision shall be deemed to be replaced by a provision with a purpose that is as close as possible to the purpose of the invalid provision.
- 25.3** The following consecutive order and order of preference will apply in the event of a conflict between the arrangements stated in the Agreement(s) and in these General terms and conditions: the Lease Contract, an addendum, the Framework Agreement, the General Terms and Conditions, and finally, any other agreements.
- 25.4** Provisions of the Agreement(s) will prevail over the (additional) statutory provisions regarding leasing and renting, as included in Article 7:201 of the [Dutch] Civil Code et seq.
- 25.5** The Customer may not transfer rights and obligations under the Agreement(s) and these General terms or the Agreement(s) as a whole to third parties. However, Alphabet may give written permission for such a transfer.
- 25.6** Alphabet may transfer rights and obligations under the Agreement(s) and these General terms or the Agreement(s) as a whole to third parties. Alphabet may also allow a third party to act in its place. In this event, the Customer has the option to terminate the Framework Agreement for serious reasons, with effect from the date of the transfer. The termination of the Framework Agreement shall not affect the Lease Contracts still in force on that date. These Lease Contracts shall be settled in the manner provided therein.
- 25.7** The Customer may make all reports to Alphabet by telephone (with written confirmation), by post or digitally.
- 25.8** Alphabet may index, supplement and/or revise the amounts stated in the Rates Table annually. Alphabet notifies the Customer of this in advance in writing.
- 25.9** The Customer may make use of Alphabet's Transport Service for this. The costs of this service are shown in the Rates Table.
- 25.10** At the request of the Customer, the registration number of the Lease Vehicle may be assigned to the Customer. In this case, the Customer will provide Alphabet with all the required documents beforehand. If the necessary documents have not been received by the Delivery Date, Alphabet registers the Lease Vehicle in its own name.
- 25.11** The Customer authorises Alphabet to read out the Lease Vehicle. Where personal data are involved, Alphabet is obliged to comply with applicable laws and regulations.
- 25.12** 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.
- 25.13** 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 26

Applicable law, and choice of forum

26.1 The Agreement(s) and these General terms and conditions are governed by the law of the Netherlands and these General terms and conditions.

26.2 All disputes arising between the Customer and Alphabet will be heard exclusively by the competent Zeeland-West-Brabant court in Breda.



Alphabet, version november 2024, ALO3

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