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## 1 DEFINITIONS

1.1 The following capitalized terms, shall have the following meaning:

<b>Addendum</b>	an agreement between the Parties containing additions, clarifications or amendments to the Master Agreement;
<b>Annex</b>	an Annex to this Master Agreement;
<b>Annual Mileage</b>	the expected annual mileage estimated by the Hirer, and which is mentioned in the Leasing Contract;
<b>Article</b>	an article in this Master Agreement;
<b>Cumulative Mileage</b>	the maximum mileage that may be driven with the Lease Vehicle, and stipulated in the Leasing Contract. If this mileage is reached before the expiry of the Lease term, the Leasing Contract shall terminate automatically;
<b>Driver</b>	the natural person who shall drive the Lease Vehicle with the consent of the Hirer;
<b>E-billing Portal</b>	the electronic online portal to which the Hirer can click through (via Single Sign On) on Fleet Agent and where Alphabet Belgium posts its invoices for the attention of the Hirer;
<b>Fleet Agent</b>	the Alphabet Belgium website which is made available to the Hirer, offering a number of functionalities including but not limited to options to request quotations, order a Lease Vehicle, monitor the order status, consult the Lease Vehicles data, apply for a green card or international declaration;
<b>GDPR</b>	the General Data Protection Regulation, EU 2016/679;
<b>Initial Pool Vehicle</b>	a vehicle provided by Alphabet Belgium to the Hirer and which is used before a Leasing Contract comes into force;
<b>Lease Rate</b>	the agreed charge for the hire of a Lease Vehicle under a Leasing Contract, as described in Article 8;
<b>Lease Vehicle</b>	a vehicle provided to the Hirer under the terms of a Leasing Contract;
<b>Leasing Contract</b>	a contract concluded between the Parties in application of this Master Agreement for the hire of a Lease Vehicle;
<b>Master Agreement</b>	this contract, including any Annexes or Addenda, which are an integral part thereof.
<b>Party</b>	a Party to this Master Agreement
<b>Remarketing Compound</b>	the Alphabet Belgium remarketing compound established at Boomssteenweg 42, 2630 Aartselaar;
<b>Replacement Vehicle</b>	a replacement vehicle provided to the Hirer by Alphabet Belgium in accordance with Article 23;
<b>Table of Rates</b>	the non-exhaustive table giving an overview of the fees covering the fixed costs for the management of the this Master Agreement and the Leasing Contracts, and for certain situations or operations to which this Master Agreement may not explicitly refer;
<b>Total Mileage</b>	the applicable annual mileage multiplied by the duration of the Leasing Contract expressed in years.

## 2 OBJECT

- 2.1 This Master Agreement sets out the general conditions under which Alphabet Belgium, shall hire Lease Vehicles to the Hirer by means of Leasing Contracts within the credit line established for the purpose and after acceptance of each individual case.
- 2.2 Every Lease Vehicle hired to the Hirer by Alphabet Belgium shall be the object of a Leasing Contract concluded in application of the present Master Agreement and setting out all the terms of the long-term hire and services. The provisions of the Master Agreement are applicable in full to the Leasing Contract.
- 2.3 The Hirer's general conditions are expressly excluded from this contractual relationship, even if they are notified, printed out or referred to in any way.
- 2.4 The Hirer shall where applicable be represented by the Driver. The Hirer is responsible and liable for the Driver in respect of Alphabet Belgium and shall establish the necessary internal procedures and vehicle policies to ensure that the Driver complies with the provisions of this Master Agreement.
- 2.5 The Hirer's obligations regarding the Lease Vehicles shall apply by analogy to Initial Pool and Replacement Vehicles unless expressly stated otherwise.

## 3 DURATION

- 3.1 The Master Agreement is concluded for an indeterminate period, and may be terminated by either Party by registered letter subject to a notice period of one month commencing on the date on which the letter of cancellation is sent.
- 3.2 However, it shall remain applicable in full to Leasing Contracts that are still ongoing.

## 4 QUOTATION AND ORDER

- 4.1 The Hirer may request a quotation without obligation at any time. Quotations may only be regarded as an invitation to the Hirer to place an order.
- 4.2 If the Hirer wishes to place an order, he should sign and return the quotation to Alphabet Belgium or approve it via Fleet Agent within the timeframe indicated on the quotation.
- 4.3 The contract between the Hirer and Alphabet Belgium shall only be concluded after the acceptance of the order by Alphabet Belgium. On acceptance of the order, Alphabet Belgium shall issue a Leasing Contract to the Hirer for information purposes. The Hirer acknowledges that its signature of the quotation or its approval in Fleet Agent suffices for the conclusion of an order and expressly declares its acceptance of the Leasing Contract without need for signature.

## 5 CANCELLATION

- 5.1 If, after Alphabet Belgium has accepted the order and before delivery of the Lease Vehicle, the Hirer wishes to cancel the Leasing Contract and the delivery of the Lease Vehicle, it must so notify Alphabet Belgium in writing.
- 5.2 Alphabet Belgium shall ascertain whether the order can still be cancelled from the supplier, and shall be entitled to charge the Hirer the following fee (without prejudice to any additional damages that may arise):
- If the order can still be cancelled from the supplier: an amount mentioned in the Table of Rates, increased by the fee of whatsoever kind levied by the supplier for the cancellation of the order; or
  - If the order can no longer be cancelled, and Alphabet Belgium is therefore obliged to purchase the lease Vehicle: a fee as stated in the Table of Rates, increased by the difference between the purchase price paid by Alphabet Belgium for the Lease Vehicle and the sale price that it receives on the professional second-hand vehicle trade market.

## 6 DELIVERY

- 6.1 Alphabet Belgium shall confirm the date on which the Lease Vehicle is available for collection in writing. The Hirer should then contact the dealer to arrange an appropriate time for collection. The Hirer undertakes to take possession of the Lease vehicle within six working days of receipt of the written confirmation.
- 6.2 On collection, the Hirer shall sign and date a delivery note recording the exact mileage of the Lease Vehicle and the number of keys supplied. Unless expressly otherwise stated, the Hirer shall be assumed to have received at least two full sets of keys.

- 6.3 By signing the delivery note, the Hirer acknowledges the conformity of the Lease Vehicle supplied, and the absence of visible defects. It also acknowledges receipt of all the on-board documentation including, where appropriate, the number plate, insurance certificate and registration document, maintenance record, conformity certificate and fuel card.
- 6.4 In the event of the non-conformity of the Lease Vehicle, the presence of visible defects or the absence of these on-board documents, the Hirer is entitled to refuse to accept the Lease Vehicle. In this case the Hirer shall record the reason in writing on the delivery note.
- 6.5 If the Hirer rejects the Lease Vehicle on any grounds other than the limited causes outlined in Article 6.4, and the Leasing Contract is therefore dissolved, the Hirer shall be liable for compensation equal to the difference between the purchase price paid by Alphabet Belgium for the Lease Vehicle and the sale price that it receives on the professional second-hand vehicle market, without prejudice to any other damages that might arise. Alphabet Belgium retains the right to invoice to the Hirer all expenditure which it incurs due to the failure of the Hirer to accept the Lease Vehicle within the prescribed term.

## 7 ENTRY INTO FORCE – DURATION OF THE LEASE CONTRACT

- 7.1 The Leasing Contract shall take effect on the date that the Lease Vehicle is delivered to the Hirer, which is recorded in writing on the delivery note. The duration is mentioned in the Leasing Contract.
- 7.2 In the event that the Hirer fails to accept the Lease Vehicle within the prescribed term of six working days, Alphabet Belgium reserves the right to cause the Leasing Contract to enter into force on the date on which the Lease Vehicle was available for collection as notified in accordance with Article 6.1.

## 8 LEASE RATE

- 8.1 The Lease Rate, due at intervals stipulated in the Leasing Contract, comprises the hire cost and a service charge as described in Articles 19 to 25 inclusive.
- 8.2 The hire cost is based on:
- the catalogue price excl. VAT at the time of order of the Lease Vehicle, provided that the supplier has accepted the order, less the discount, or the transfer price of the Lease Vehicle in the case of sale & lease back;
  - the delivery charges (including statutory safety kit), at the time of supply of the Lease Vehicle, plus the costs of any options or accessories;
  - the residual value;
  - the financial charges at the time of delivery;
  - the fiscal charges, including the circulation tax (*Belasting op Inverkeersstelling, BIV*) and road tax;
  - the management fee;
- 8.3 The residual value depends on the make and type of the Lease Vehicle, the lease term, and the Total Mileage. The residual value shall be determined based on the marketability classification to which the Lease Vehicle is allocated by Alphabet Belgium at its discretion, and the associated residual value formula. Alphabet Belgium is entitled to revise the marketability classification and residual value formula of new Lease Vehicles for order upwards or downwards, as acknowledged and accepted by the Hirer.
- 8.4 The management fee calculated per Lease Vehicle plus the applicable VAT is based on the price level applying when the Leasing Contract is concluded. At the start of each year, the management fee for new orders may be adjusted by Alphabet Belgium at its own initiative to reflect movements in the consumer price index.
- 8.5 The hire cost is established on the basis of the price level in force at the order date of the Lease Vehicle. Increases in the catalogue price, insurance premiums and fiscal charges, including the road tax and the circulation tax (*BIV*), which occur after the order and no later than the day of delivery of the Lease Vehicle, may be invoiced to the Hirer by Alphabet Belgium.
- 8.6 Any new additional financial and fiscal government charges that influence the operation or profitability of the Lease Vehicle for Alphabet Belgium, and any additional charges consequent on the entry into force of new laws or regulations and the increase in fiscal charges after the delivery of the Lease Vehicle, shall be invoiced by Alphabet Belgium to the Hirer, insofar as these charges, of whatsoever nature, are new or increase existing charges.
- 8.7 The Lease Rate is due from the Hirer in advance, first on delivery of the Lease Vehicle, and subsequently on the first day of every month. A part-month shall be calculated pro-rata.

## 9 INVOICING

- 9.1 Alphabet Belgium invoices for its services by means of electronic invoicing, which the Hirer accepts. Alphabet Belgium provides its invoices to the Hirer via the E-billing Portal, where the Hirer may consult or download them. This invoicing method is agreed as the standard method by the Parties.
- 9.2 The Hirer may in addition opt to:
- receive an e-mail notification (to a maximum of four e-mail addresses) whenever new documents are available on the E-billing Portal; or
  - receive the invoices in PDF format as e-mail attachments.
- 9.3 In this event, the Hirer shall give Alphabet Belgium a list of valid e-mail addresses at which the invoices should be received. The Hirer guarantees that these e-mail addresses shall only be accessible to persons who may know the content of the invoices. The Hirer shall inform Alphabet Belgium immediately of any change to these addresses or contacts.
- 9.4 An invoice that the Hirer can download in PDF format from the E-billing Portal and an invoice in PDF format sent as an e-mail attachment shall be regarded by the Parties as an original invoice. The Hirer also has an option to download an Excel version of the invoices. However, such an Excel file may never be regarded as an original invoice.
- 9.5 The E-billing Portal provider is Anachron B.V. Nevertheless, Alphabet Belgium is free to change the E-billing Portal provider at any time during the term of the Master Agreement. Such a change in provider shall never give the Hirer grounds to suspend his obligations or to terminate the Master Agreement or a Leasing Contract.
- 9.6 The evidentiary force of the original invoices issued is explicitly accepted by the Hirer. The electronic invoice shall be taken to be the sole and single copy, and has the same evidentiary force and scope as a physical invoice.
- 9.7 Should the Hirer wish to receive a physical invoice, he must direct a written request to Alphabet Belgium. This letter must be received within the month, calculated from the issue of the most recent invoice, and before payment of the invoice in question. In this event a supplementary charge is calculated as indicated in the Table of Rates.

## 10 PAYMENT

- 10.1 Payment of all invoices must take place within 20 days of the invoice date.
- 10.2 All payments due or falling due from the Hirer to Alphabet Belgium under the Master Agreement or the agreements based thereon shall be exclusively made to the bank or post office accounts indicated by Alphabet Belgium, and are due without any entitlement to a discount or set-off. Any bank charges shall be met by the Hirer. The date of payment shall be deemed to be the value date on which the amount due is credited to the Alphabet Belgium account.
- 10.3 The Hirer undertakes to make the payments by direct debit unless otherwise agreed, in which event Alphabet Belgium may claim the related recompense mentioned in the Table of Rates. Alphabet Belgium may deem the suspension or cancellation to be a serious default if it causes arrears of payment.
- 10.4 In the event of non-payment, incomplete payment or late payment of any of the Hirer's payment obligations, the Hirer shall automatically and without prior notice be liable to Alphabet Belgium for the monthly late interest on the unpaid sum (including VAT and taxes) mentioned in the Table of Rates. Any part-month shall be treated as a full month for these purposes.
- 10.5 In addition, automatically and without prior notice, a flat rate contractual penalty is due for non-payment, fixed at 15% of the total amount due including VAT, with a minimum as set out in the Table of Rates.

## 11 OWNERSHIP AND USE

- 11.1 Alphabet Belgium shall remain the owner of the Lease Vehicle, and may inspect its condition at any time. The Hirer shall use the Lease Vehicle with due and proper care, in accordance with its nature and purpose.
- 11.2 The Hirer shall only permit the Lease Vehicle to be driven by persons possessing a valid driving licence. The Hirer is free to allow the vehicle to be driven by employees and their family members or cohabitants, or occasionally by third parties, provided that this is covered by the insurance policy. The Lease Vehicle may not be leased to or otherwise provided for use by third parties. The Hirer shall ensure that the Lease Vehicle is not used for competition or test driving, for unlawful purposes or for the transport of hazardous or explosive substances.
- 11.3 Further, the Hirer shall ensure that the Driver is validly insured and entitled to drive the Lease Vehicle. In addition to the conditions set by Alphabet Belgium or an insurer regarding the anti-theft system on the Lease Vehicle, the Hirer shall also ensure the effective protection of the vehicle against theft, fire and loss.

- 11.4 Driving lessons may be given in a lease car, subject to the consent of the insurer and the express agreement (per Leasing Contract) of Alphabet Belgium.
- 11.5 If third parties assert their rights in the Lease Vehicle, the Hirer shall immediately inform them of the ownership rights of Alphabet Belgium. If the Hirer is unlawfully dispossessed of the Lease Vehicle he shall so inform Alphabet Belgium within 24 hours (excluding weekends and public holidays) and take the necessary provisions and measures at its own responsibility, until the Lease Vehicle is restored to its possession.
- 11.6 In the event of damage to or caused with the Lease Vehicle, the Hirer must notify Alphabet Belgium thereof no later than the following working day, and present to Alphabet Belgium any witness statements or other documents relating to the events as quickly as possible. This may be by means of a completed European damage report form, or a copy of the Driver's statement to the competent authority (including a traffic accident form mentioning the parties concerned).
- 11.7 The Hirer is not authorised to acknowledge any liability and may only recognise the factual circumstances in declarations and written accounts. If any physical injury is caused in an accident, the Hirer shall ensure that a report is drawn up by the competent authority, and it shall submit the relevant information, such as a copy of the Driver's statement, the reference number, the date of the report and the identity of the reporting authority, to Alphabet Belgium as soon as possible. In the event of theft, the Hirer undertakes to report this immediately locally to the competent authority. The Hirer shall provide Alphabet Belgium with a copy of the report as quickly as possible. In the event of theft committed abroad, as well as submitting a complaint on the spot, the Hirer undertakes to make a report to the competent Belgian authority upon return.

## 12 WARRANTY

- 12.1 The Lease Vehicle is delivered directly by the supplier and accepted by the Hirer without any liability on the part of Alphabet Belgium. From signature of the delivery note (provision of a Lease Vehicle) to return, the Hirer shall bear all the risks, being liable vis-à-vis Alphabet Belgium for total loss, theft, damage, whatever the cause thereof, including coincidence, force majeure, or external cause.
- 12.2 The Hirer expressly recognises that Alphabet Belgium, from the time of provision of the Lease Vehicle to the Hirer, shall have no liability whatsoever for the warranty on the Lease Vehicle, even if it has hidden defects, or in the event of any late, incomplete or non-compliant delivery, unless this can be ascribed to any fault on the part of Alphabet Belgium. The Hirer may claim no suspension of the Leasing Contract, reduction or suspension of the Lease Rate, or compensation in the event of loss or reduction of the enjoyment or use of the Lease Vehicle, for whatsoever reason including damage, unusability, maintenance, repair, faults or hidden defects, regardless of the period of non-use or decommissioning, unless this can be ascribed to Alphabet Belgium.
- 12.3 Without prejudice to the preceding Articles, Alphabet Belgium shall, in the event of late, incomplete or non-conforming delivery, take reasonably achievable steps to intervene with the supplier or manufacturer of the Lease Vehicle, to ensure that the latter delivers the Lease Vehicle in accordance with the original order or pays fair compensation. Alphabet Belgium shall notify the Hirer of the steps it takes and the results thereof, without offering any guarantee as to the results achieved. In the event that the supplier pays a compensation, this will be deducted from the original investment sum, unless otherwise agreed between Alphabet Belgium and the Hirer.

## 13 CUMULATIVE, ANNUAL AND TOTAL MILEAGE

- 13.1 The actual over or under mileage, as stipulated in the Leasing Contract, is calculated as follows: the number of kilometres actually driven, plus the number of kilometres covered in a Replacement Vehicle, less the result of: (completed hire period in days x Annual Mileage): 360.
- 13.2 Over or under mileage is accounted for immediately after termination of the Leasing Contract.
- 13.3 If during the Leasing Contract the actual distance driven in the Lease Vehicle, including in a Replacement Vehicle, differs by more than 5000 kilometres from the Total Mileage, calculated pro rata to the completed duration, Alphabet Belgium shall recalculate the Lease Rate for the Lease Vehicle on an actual mileage basis, taking account of the norms for the Lease Vehicle concerned. Alphabet Belgium shall adjust the Annual Mileage, the duration and the associated sums as from the commencement of the Leasing Contract.
- 13.4 If this recalculation is not conducted during the Lease term, it may also take place after surrender of the Lease Vehicle, based on the actual total mileage driven, plus those driven in a Replacement Vehicle, and the actual Leasing Contract duration.

- 13.5 An interim recalculation will take place if the Leasing Contract, with the prior approval of Alphabet Belgium, is transferred to another Hirer, against whom all the provisions of the Master Agreement and the Lease will subsequently be enforceable.
- 13.6 The Hirer shall lend its full cooperation to Alphabet Belgium for the verification of the mileage, and acknowledges the right of Alphabet Belgium, inter alia, to base its recalculation on the mileage given on maintenance invoices and the like.
- 13.7 The Hirer may request an interim recalculation if the actual mileage appears likely to differ from the Total Mileage. Recalculation proposals issued at the Hirer's request shall take effect in the absence of a written and reasoned objection from the Hirer within thirty (30) days of the proposal.

## 14 REGISTRATION AND TAXES

All Lease Vehicles are registered in the name of Alphabet Belgium. Registration and annual road tax costs borne by Alphabet Belgium are calculated in the Lease Rate.

## 15 ALTERATIONS TO LEASE VEHICLE

- 15.1 The prior written approval of Alphabet Belgium is required for any alterations to the Lease Vehicle. Under no circumstances may the Hirer make any alterations to a Replacement or Initial Pool Vehicle.
- 15.2 Advertising may only be applied on or to the Lease Vehicle if stickers are used, and subject to the prior approval of Alphabet Belgium. Removal costs shall be charged to the Hirer.
- 15.3 The Hirer may equip the Lease Vehicle with the usual accessories, such as GSM or a navigation system, at its own expense. On termination of the Leasing Contract accessories may only be removed if their removal occasions no damage to the Lease Vehicle. Accessories fitted under this clause which cannot be removed shall become the property of Alphabet Belgium without recompense. Accessories hired with the vehicle remain the property of Alphabet Belgium.
- 15.4 A tow bar may be fitted, if by a recognised dealer. The Hirer must take out full insurance for the load and is liable for any damage to the Lease Vehicle. If fitting a tow bar entails a technical inspection of the lease Vehicle, the costs thus incurred shall be met by the Hirer.

## 16 SUSPENSION

- 16.1 Subject to defrayal of the payments stipulated in the Table of Rates and any transport and parking fees, the Hirer may suspend the hire of the Lease Vehicle during the Lease term for a period of at least 14 but no more than 90 calendar days. Such suspensions of the lease period may apply to no more than 5% of the total number of Lease Vehicles at any one time. Suspension is not possible in the case of Initial Pool and Replacement Vehicles.
- 16.2 During the suspension period, the Hirer is liable for only 50% of the Lease Rate, on the understanding that during the suspension period the normal Lease Rate will be charged, and that the crediting of 50% of the Lease Rate, with the exception of insurance premiums as appropriate, will only occur once the Hirer has resumed use of the Lease Vehicle, insofar as he has met the costs referred to above and the Leasing Contract is not terminated for any reason within the next month.
- 16.3 During the suspension period, the Hirer must park the Lease Vehicle in the Alphabet Belgium Remarketing Compound or with a third party indicated by Alphabet Belgium. Alphabet Belgium shall accept no liability for the storage of the Lease Vehicle during the suspension period, except in the event of gross negligence or intention on its part or that of its appointee. During the suspension period, the Leasing Contract remains fully applicable. In the event that the Hirer takes out insurance itself, it must provide sufficient and continuing cover for material damage and civil liability.

## 17 TERMINATION OF THE LEASING CONTRACT

### 17.1 By mutual agreement

- 17.1.1 The Leasing Contract is in principle not subject to termination. A Leasing Contract may only be cancelled early by the Hirer with the prior written consent of Alphabet Belgium. At the Hirer's request, Alphabet Belgium will communicate whether they are exceptionally willing to allow an early termination of a Leasing Contract, when applicable the amount of the early termination fee due by the Hirer and the applicable terms and conditions under which Alphabet Belgium can agree to the early termination request.

17.1.2 If during the same year the Hirer repeatedly applies to Alphabet Belgium for a calculation in application of the previous Article in respect of the same Lease Vehicle, Alphabet Belgium retains the right to apply the fee stipulated in the Table of Rates.

## 17.2 Automatically

17.2.1 The Leasing Contract is terminated automatically:

- a. if the term stipulated in the Leasing Contract has expired;
- b. if the Cumulative Mileage stipulated in the Leasing Contract is reached;
- c. if an expert declares the Lease Vehicle total loss;
- d. in the event of theft of the vehicle, which remains unfound thirty (30) calendar days after being reported to the competent authority; or
- e. in the event of serious technical defects, due to which any continuation of the Leasing Contract would not be commercially responsible.

## 17.3 In the event of non-performance

17.3.1 Alphabet Belgium is entitled to terminate the Leasing Contract without prior notice or judicial intervention by means of registered letter, and subsequently to repossess the Lease Vehicle, in the event that:

- a. the Hirer is declared bankrupt or requests suspension of payment;
- b. a claim against the Lease Vehicle by the public authorities;
- c. the Hirer becomes domiciled abroad without the prior written approval of Alphabet Belgium;
- d. the Hirer is dissolved or liquidated, if it is a legal person or a company, and in general if the Hirer's solvency or that of any Parties acting as guarantors has changed to the extent that Alphabet Belgium may fear for the proper execution of the Leasing Contract;
- e. the Lease Vehicle is seized;
- f. the Hirer, despite reminder by registered letter, remains in default of any of the obligations arising under the Master Agreement or the Leasing Contracts concluded under it within the given deadline;
- g. the insurance company terminates, suspends or annuls cover for civil liability and material damage.

17.3.2 In such cases, the Hirer shall pay to Alphabet Belgium flat-rate compensation determined on the basis of the actual mileage and the remaining term on the Leasing Contract. For mileage, a recalculated Lease Rate shall be applied, being the calculation result that would have been obtained had this mileage been known at the start of the contract, all other parameters remaining unchanged. For the lease duration, the remaining term of the Leasing Contract shall be applied. The flat-rate compensation shall comprise half of the remaining adjusted Lease Rate.

## 17.4 Consequences

17.4.1 Under the circumstances described above, the Hirer irrevocably authorises Alphabet Belgium or its appointees to enter the Hirer's building or site where the Lease Vehicle is located, without need for any judicial intervention, so that Alphabet Belgium may repossess the vehicle.

17.4.2 The Hirer acknowledges that Alphabet Belgium, its appointees or the third parties with which the Lease Vehicle is placed at the request of Alphabet Belgium, may exercise a contractual right of retention on the Lease Vehicle, extending to the contents thereof, in the event of non-performance and after no response has been received to a demand for payment sent by registered post. This right of retention may be exercised until the sums due are paid in full. Costs of storage and custody shall be borne by the Hirer.

## 18 RETURN OF THE LEASE VEHICLE

18.1 On termination of the Leasing Contract, the Hirer shall return the Lease Vehicle to Alphabet Belgium by handing it over to its logistics partner. If Alphabet Belgium is obliged to transport the Lease Vehicle from any other location, the amount stipulated in the Table of Rates shall be charged. The Lease Vehicle shall be returned with clean bodywork and interior, so that a proper assessment of its condition is possible. The Lease Vehicle shall be accompanied by all the original documents and keys as recorded on the delivery note.



- 18.2 Any damage exceeding normal wear and tear shall be charged to the Hirer. Normal wear and tear is assessed by reference to RENTA standards (accessible at [www.renta.be](http://www.renta.be) or on request from Alphabet Belgium) of which the Hirer has taken due note, and the enforceability of which it expressly accepts. To the extent necessary, the Hirer authorises Alphabet Belgium to carry out any necessary determination. Any right of retention over the Lease Vehicle, on any grounds, is excluded.
- 18.3 On termination of the Leasing Contract, the Hirer shall return the maintenance logbook and all the objects and original documents entrusted to him, including the number plate, registration document, conformity certificate, insurance certificate, fuel card, the number of keys mentioned on the delivery note, warning triangle, first-aid kit and fire extinguisher. The Hirer shall be responsible for all losses and costs suffered by Alphabet Belgium as a consequence of the loss or failure to return these items. Where necessary, the Hirer shall be obliged to pay the related amounts stipulated in the Table of Rates.
- 18.4 Alphabet Belgium is entitled to charge the Hirer for any depreciation and/or costs of repair arising from undeclared damage or damage not covered by the insurance and which is due to careless management or maintenance which is identified on the return of the Lease Vehicle. This will be notified in writing and shall stand as irrevocable acceptance of the findings, unless the Hirer objects in writing with reasons within five working days of despatch of notification. If the Hirer fails to return the Lease Vehicle immediately on expiry of the Leasing Contract, he shall be liable to Alphabet Belgium for a proportionate part of the applicable Lease Rate (for each day's overrun), without prejudice to the right of Alphabet Belgium to demand the Lease Vehicle and to claim compensation from the Hirer for the costs and damages caused by its failure to return the vehicle in a timely manner, including any losses and lost profits suffered by Alphabet Belgium and all associated interests and charges.

## 19 THE SERVICE

- 19.1 The services for which the Hirer registers will be agreed in the Leasing Contract. This part of the services can be amended throughout the term of the Leasing Contract by mutual agreement, if appropriate against the fee mentioned in the Table of Rates.
- 19.2 Alphabet Belgium is entitled to make the conclusion of a Leasing Contract dependent on registration for one or more of the services described below. The Leasing Contract stipulates the sums that will be calculated in the Lease Rate.

## 20 REPAIRS AND MAINTENANCE

- 20.1 Alphabet Belgium shall assume the management of costs for repair and maintenance of the Lease Vehicle on behalf of the Hirer. The following costs are included in the monthly fee:
- repairs, including replacement of parts that, in the binding opinion of Alphabet Belgium or its subcontractors, who are authorized insofar as necessary by the Hirer to make such assessment, are the result of normal wear and tear and/or mechanical defects;
  - oil changes, including interim top-ups, and periodic inspections, in accordance with the manufacturer's instructions;
  - the periodic technical inspection in accordance with legal provisions. The Hirer shall attend the vehicle inspection in good time and is responsible for the works arising as a failure to comply with this provision.
- 20.2 The following costs and obligations shall be borne by the Hirer:
- washing, interior cleaning and garaging. These works must be carried out sufficiently frequently that no depreciation or damage will arise in this respect;
  - repairs of mechanical defects or parts that, in the binding opinion of Alphabet Belgium or its subcontractors, who are authorized insofar as necessary by the Hirer to make such assessment, are the result of neglect, incorrect use or careless management;
  - fuel (subject to the provisions for fuel management). The fuel used by the Hirer must be of a reputable brand and suitable for the Lease Vehicle concerned.
- 20.3 The Hirer shall ensure that the Lease Vehicle is regularly maintained in accordance with the manufacturer's instructions, including interim oil top-ups.
- 20.4 Should these maintenance requirements not be met, Alphabet Belgium has the right to obtain the repair of the consequent damage which is deemed to be the result of the failure to meet these maintenance requirements, unless this presumption is refuted by the Hirer at its own expense via a detailed evaluation by an expert jointly appointed by Alphabet Belgium and the Hirer.
- 20.5 The Hirer hereby declares that it is prepared to accept as correct the mileage indicated by the odometer, and undertakes to provide all necessary information to make a fair mileage assessment possible. It also undertakes not to manipulate the odometer and to notify Alphabet Belgium within 24 hours if a defect should occur in the system.

20.6 All maintenance operations and repairs must be carried out by a partner approved by Alphabet Belgium. This partner shall, prior to the execution thereof, obtain the agreement of Alphabet Belgium, to the extent that the cost exceeds the sum provided for in the Table of Rates.

## 21 TYRES

Alphabet Belgium assumes the costs of the replacement and fitting of tyres to the Lease Vehicle, provided that replacement is necessitated by normal wear and tear and is carried out in accordance with a manufacturer's instructions and by a partner approved by Alphabet Belgium.

## 22 ALPHABET ASSISTANCE

22.1 The Hirer authorises Alphabet Belgium to register for a breakdown and roadside assistance service with a third party of Alphabet Belgium's choice.

22.2 The Hirer recognises that the supplier may from time to time amend the conditions of the breakdown and roadside assistance service. Such changes, which will take immediate effect to existing and future Leasing Contracts, may not be invoked by the Hirer as a reason for terminating the Leasing Contract.

22.3 Alphabet Belgium will provide the Hirer with the coordinated version of these conditions on request.

## 23 REPLACEMENT VEHICLE

23.1 During repair or maintenance as a result of an accident, normal wear, mechanical defect or theft, Alphabet Belgium, or a third party of its choice shall replace the Lease Vehicle with a Replacement Vehicle for the period during which the Lease Vehicle is unavailable to the Hirer, provided that this service is included in the Leasing Contract.

23.2 Alphabet Belgium may freely choose the specifications of the Replacement Vehicle, including the make, model, options, accessories, motor and fuel, taking account of any special arrangements with the Hirer. Unless otherwise agreed with the Hirer, the provision of a Replacement Vehicle from a class (in the broadest sense) other than that of the Lease Vehicle shall give the Hirer no right of compensation.

23.3 When the Lease Vehicle is available once more, the Hirer shall immediately return the Replacement Vehicle to the location from which it was delivered. Should the Hirer leave the Replacement Vehicle elsewhere, the hire period ends at the time when it notifies Alphabet Belgium in writing of the location from which the Replacement Vehicle can be collected. Any associated costs arising shall be borne by the Hirer.

23.4 By accepting a Replacement Vehicle the Hirer declares its agreement with the observations made as to its condition. The assessment of the condition of the Replacement Vehicle is conducted in the presence of both parties on delivery and return of the same. If the Hirer is not present or represented at this assessment, Alphabet Belgium shall be authorised to conduct it or to have it carried out by its appointee, and this assessment shall be deemed to have been conducted in the presence of both parties. A comparison of the condition on delivery and on return shall in either case stand as evidence of rental damage.

23.5 Kilometres driven in the Replacement Vehicle shall be deemed to have been covered in the Lease Vehicle and thus included in the calculation at the end of the Leasing Contract.

23.6 When the Replacement Vehicle is provided, the Hirer shall conclude a short-term lease agreement with Alphabet Belgium.

23.7 The Hirer shall ensure that the Replacement Vehicle is regularly maintained in accordance with the manufacturer's instructions (including interim oil top-ups) and that it will be used in accordance with the provisions of the general and particular conditions of the short-term lease, with which the Hirer declares itself familiar by signing the Leasing Contract, and which it accepts in full.

23.8 Except where the general and particular conditions of the short-term lease differ, the provisions of this Master Agreement and the Leasing Contract shall apply in full to the provision of the Replacement Vehicle.

## 24 INSURANCE

24.1 Alphabet Belgium, acting as agent for the Hirer in its name and on its behalf, shall conclude the necessary insurance policies for the Lease Vehicle with an insurer of its own choice and shall sign all the documents associated with these insurance policies.

24.2 The Hirer has no right to suspend or terminate any insurance policy concluded in performance of this insurance agreement without the prior written approval of Alphabet Belgium.

- 24.3 If the insurance premium advanced by Alphabet Belgium and repaid to Alphabet Belgium by the Hirer covers a period exceeding the day on which the Leasing Contract is terminated, Alphabet Belgium shall deduct the portion of the premium paid on account of the Leasing Contract after return by the insurance company in accordance with the policy conditions from any claims that Alphabet Belgium may have on the Hirer under any contract, and repay any balance to the Hirer.
- 24.4 The excess for material damage must be settled by the Hirer on first request from Alphabet Belgium or the insurance company.
- 24.5 Any increase in the insurance premiums charged by the insurer to Alphabet Belgium during the term of the Leasing Contract shall be settled by Alphabet Belgium. Such increases shall always be borne by the Hirer, to whom they will be invoiced by Alphabet Belgium.
- 24.6 To the extent that Alphabet Belgium is mandated to manage insurance for the Lease Vehicle, the Hirer may register for the 'waiver of recourse' service.
- 24.7 By signing the Leasing Contract the Hirer acknowledges that it is aware of the conditions of the claims management services, and accepts them in full. The Hirer also recognises the right of Alphabet Belgium to make reasonable amendments to these conditions to reflect economic, commercial or technological changes. Such changes, which will take immediate effect to existing and future Leasing Contract, may not be invoked by the Hirer as a reason for terminating the Leasing Contract.
- 24.8 Alphabet Belgium shall provide the Hirer, at first request, with the conditions of the insurance policies it has concluded for the Leasing Contract, and the conditions for the recourse waiver.
- 24.9 If Alphabet Belgium is mandated to manage insurance for the Lease Vehicle, it shall also handle the day to day claims management for the Leasing Contract.
- 24.10 If on concluding the Lease the Hirer opts not to mandate Alphabet Belgium to provide insurance cover, and if Alphabet Belgium so agrees, arrangements for the insurance to be concluded will be decided by mutual consultation. The Hirer shall be liable for any damage to the Lease Vehicle and/or to third parties through its use, and shall meet the costs where these are not covered by the insurance policy concluded by the Hirer.
- 24.11 The arrangements to be discussed shall include at least the organisation of claims management and its practical aspects, as well as arrangements for the insurance policies to be concluded.
- 24.12 In the event of non-payment, Alphabet Belgium is entitled to settle the premium or conclude an insurance policy, and to invoice the Hirer for this sum.
- 24.13 The Hirer may not conclude insurance policies for Initial Pool and Replacement Vehicles.

## 25 FUEL MANAGEMENT

- 25.1 The Hirer may use the Alphabet Belgium fuel and administration system for the Lease Vehicle, in application of which Alphabet Belgium advances the costs of fuel and invoices the Hirer a monthly advance payment, based inter alia on estimated fuel consumption.
- 25.2 The advance on fuel costs is mentioned in the quotation and in the Leasing Contract, and is based on the Annual Mileage and the normal consumption of the Lease Vehicle, the fuel type and the fuel price.
- 25.3 In the event of a change in fuel prices, Alphabet Belgium may proceed to adjust the advance to be paid on fuel costs.
- 25.4 At the end of each quarter, the advances invoiced to the Hirer are offset against the fuel costs actually incurred. Such a calculation always takes place in the event of Termination of a Leasing Contract. Using the fuel card and code number supplied with the Lease Vehicle, the Hirer can fill the tank at any of the fuel stations in the scheme.
- 25.5 Both fuel card and code number should be kept carefully. The Hirer shall take the following safety precautions:
- the PIN must be learned by heart;
  - under no circumstances may the PIN and fuel card be kept in the Lease Vehicle;
  - the PIN and fuel card must never be stored together;
  - the PIN may not be revealed to unauthorised persons;
  - the PIN may not be recorded on the fuel card or any other document.
- 25.6 In the event of loss or theft of the fuel card, the Hirer shall immediately take the necessary measures to block it, as described in the Alphabet Belgium instruction booklet issued with the Lease Vehicle. In addition, the Hirer shall immediately notify Alphabet Belgium of the loss or theft by fax, e-mail or registered letter. The Hirer is liable for any outgoings on the fuel card until the time of this written notification.

- 25.7 Without prejudice to the foregoing, the Hirer shall always be liable for all expenditure, costs and damage, with exception, arising from the use, abuse or fraud of any kind, by Drivers or third parties committed with the fuel card, whether or not as a consequence of loss or theft.
- 25.8 If a Replacement Vehicle is provided to the Hirer in application of the Master Agreement and the Leasing Contract, the fuel card may be used with this replacement. No fuel management service is provided for Initial Pool Vehicles.
- 25.9 In the event of any abuse, Alphabet Belgium may cancel the fuel card with immediate effect and without prior notice, by simple notification by e-mail, letter, fax or other appropriate medium. Abuse shall mean, inter alia, failure to pay the monthly invoice or quarterly settlement promptly, and the use of the fuel card for a vehicle other than the Lease Vehicle referred to in the Leasing Contract or the Replacement Vehicle.
- 25.10 Both parties shall be entitled to terminate the use of the fuel card at any time, subject to a three-month notice period. This termination must be notified by registered letter. On termination for whatsoever reason, the fuel card must be returned to Alphabet Belgium at once.
- 25.11 Alphabet Belgium may never be held liable for the unavailability of fuel or for the faulty operation of the fuel card or terminals. Any defects must be reported to Alphabet Belgium immediately. Note that the till receipt issued by the fuel station has no evidentiary value and is only provided for information.
- 25.12 Any faults or the faulty operation of the fuel card terminals shall at all times remain at the Hirer's risk, without prejudice to his right to recourse against the banking institutions and operators of the systems concerned, where there is reason to bring such recourse.

## 26 TABLE OF RATES

- 26.1 Fees to cover the fixed costs of managing this Master Agreement and the Leases, and for certain situations or operations which may or may not specifically referred to in the Master Agreement, are listed in a non-exclusive Table of Rates which is made available to the Hirer. The Hirer acknowledges by signature of the Lease that it is familiar with the Table of Rates and accepts its application.
- 26.2 It also acknowledges the right of Alphabet Belgium to make reasonable amendments to the content of the Table of Rates and the amounts contained therein if there are grounds to do so. Such changes, which will take immediate effect to existing and future leases, may not be invoked by the Hirer as a reason for terminating the Lease.
- 26.3 Alphabet Belgium shall notify the Hirer in writing of amendments to the Table of Rates.

## 27 SURETIES

- 27.1 Alphabet Belgium retains the right to evaluate the financial position of the Hirer both before and during the full term of the Master Agreement.
- 27.2 Based on its findings, Alphabet Belgium, when concluding the Master Agreement or a Leasing Contract, may ask the Hirer to provide the necessary sureties for the performance of its obligations. These sureties may consist of a bank guarantee, a guarantee from the Hirer's parent company, or a hire deposit. Alphabet Belgium is free to choose what kind of surety it wishes to ask for, and does not need to justify its choice.
- 27.3 The Hirer, in turn, is free to refuse the request. However, the provision of the requested surety is a suspensive condition for the entry into force of the Master Agreement or the Lease, or for the order of a Lease Vehicle. If the requested surety is not provided within the time stipulated, Alphabet Belgium's quotations will expire.
- 27.4 Bank guarantees must be provided by a Belgian Bank in accordance with a model accepted by Alphabet Belgium and must always be unconditional, irrevocable and available at first request. Any costs arising from establishing or maintaining these bank guarantees shall be borne by the Hirer, and where appropriate will be invoiced to it by Alphabet Belgium.
- 27.5 Hire deposits for a given Leasing Contract shall only be released by Alphabet Belgium after expiry of that Leasing Contract, and where the Hirer has met all its related obligations to Alphabet Belgium, subject to application of the additionally agreed set-off clause.
- 27.6 If an overall hire deposit was given for compliance with the obligations arising under several Leasing Contracts, it shall only be released after the Hirer has met its obligations under all of these Leasing Contracts, subject to application of the set-off clause.
- 27.7 Hire deposits shall be paid into an Alphabet Belgium bank account and shall pay no interest to the Hirer.

27.8 If several parties sign the present Master Agreement, they shall be jointly and severally liable to Alphabet Belgium for performance of all the obligations arising under the whole Master Agreement and all the leases concluded on the basis thereof.

27.9 Alphabet Belgium and the Hirer acknowledge that the application of this Master Agreement may be extended by mutual agreement to the Hirer's related entities, in accordance with the criteria set forth in the Companies Code, such that these entities shall also be bound by the content of this Master Agreement. The Hirer shall provide guarantees in this respect as necessary.

## 28 SIGNING AUTHORITY

The Hirer shall procure that and is responsible for ensuring that within its organisation only the authorised persons under the Master Agreement may carry out binding acts or place orders.

## 29 LIABILITY

29.1 Alphabet Belgium shall assist the Hirer to the best of its ability in the management of the car fleet provided to it. On the basis of this Master Agreement and the Leasing Contracts concluded under it, Alphabet Belgium may in a general way assume no contractual or non-contractual liability except for its own intent or gross negligence. Alphabet Belgium shall only be liable for the gross negligence, intent, or deception or its appointees or agents employed in performance of the Master Agreement or Leasing Contracts.

29.2 The Hirer indemnifies Alphabet Belgium against all claims that might be brought against her, including those concerning any cost reimbursements, compensation, fines or charges that might in any way arise, which might be brought in connection with the ownership, possession, use, hire or operation of the Lease Vehicles, unless the cause can be ascribed to the fault of Alphabet Belgium.

## 30 CROSS DEFAULT

30.1 Alphabet Belgium retains the right to deem any serious non-performance by the Hirer in respect of the Master Agreement, a Leasing Contract, or the provision of an Initial Pool or Replacement Vehicle to be a non-performance with the whole of the agreements concluded between Alphabet Belgium and the Hirer. Consequently, the resiliation of the contract in question may, at the discretion of Alphabet Belgium, be extended to all these contracts.

30.2 For the application of this Article, a serious non-performance shall mean: (i) a genuine mistake committed by the Hirer that is not remedied within fifteen (15) days after the Hirer is formally notified thereof; or (ii) gross negligence, wilful misconduct, fraud or deception committed by the Hirer.

## 31 SET-OFF

31.1 All sums due from the Hirer to Alphabet Belgium under this Master Agreement or one or more Leasing Contracts shall be regarded by Alphabet Belgium as one and indivisible. Alphabet Belgium shall always be entitled to apply offsetting. Alphabet Belgium's claims against the Hirer can in consequence be offset at any time and at the discretion of Alphabet Belgium by any sums which it may owe to the Hirer.

31.2 Hire deposits that have been established for the benefit of Alphabet Belgium serve as collateral for all the Hirer's obligations arising in application of the Master Agreement and Leasing Contracts.

## 32 ELECTION OF DOMICILE - CHANGE OF ADDRESS - INFORMATION TRANSMISSION

32.1 For the performance of all its obligations in the Master Agreement and the Leasing Contracts the Hirer shall elect domicile at its registered office, to which all notifications and documents shall be validly served.

32.2 The Hirer is required to notify Alphabet Belgium in writing of any changes of address, name, or registered office within five working days. In the event of failure to do so, this may not be invoked against Alphabet Belgium. In this event, all correspondence sent by Alphabet Belgium to the latest known address shall be deemed to have been received by the Hirer.

32.3 Registered letters shall be deemed to have been received on the third day after despatch, as demonstrated by the postmark.

### 33 TRANSFER OF RIGHTS

Alphabet Belgium shall at all times be entitled to transfer the Lease Vehicles, including its obligations under the Master Agreement and the Leases, whether or not as a surety. The Hirer is not entitled to transfer its rights under the Master Agreement and the Leases, without the explicit and written prior consent of Alphabet Belgium, which shall not unreasonably be refused. In such an event the latter retains the right to invoice the sum provided for in the Table of Rates for each Lease Vehicle.

### 34 INVALIDITY

The Parties are agreed that the invalidity, unlawfulness, unenforceability or nullity of any clause in this Master Agreement or a Leasing Contract shall not entail the invalidity, unlawfulness, unenforceability or nullity of the entire Master Agreement or Leasing Contract. Any invalid clause shall as necessary be replaced by a valid clause with the same legal and economic effect.

### 35 PRIVACY

- 35.1 Alphabet Belgium is responsible for the processing of the personal information which is processed pursuant to this Master Agreement and the Leasing Contracts. The data concern the Hirer, more particularly the contact persons, signatories and mobility users (hereinafter the "**Parties concerned**"). Personal data shall be processed in accordance with the GDPR.
- 35.2 Alphabet Belgium values the privacy of the parties concerned and has drawn up a Privacy Statement to demonstrate its efforts to protect it. The Privacy Statement describes, inter alia, what personal data are collected, the purposes for which they are processed, how they are protected and the rights of the Parties concerned.
- 35.3 By signing this Master Agreement the Hirer hereby declares that it is aware of the Privacy Statement and accepts its contents in full. The Hirer additionally undertakes to inform all the Parties concerned that their personal data have been given to Alphabet Belgium, and more particularly to notify them of the Privacy Statement.

### 36 APPLICABLE LAW AND COMPETENT COURT

This Master Agreement (and all the agreements based thereon) was drawn up, is managed and must be interpreted in accordance with Belgian law. Any disputes between the Parties concerning the object of this Master Agreement shall exclusively be heard in the competent courts of Antwerp, division Antwerp.