

ALPHABET



General Terms & Conditions Alphabet Operational Lease

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Hi there,
In this section you will find everything related
to your contract and services.

Active contract No
5634434

Your contract

Your services

Vehicle information

Insurance card



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 can be derived from this.

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

Agreement(s): the (entire) Framework Agreement, Lease Contract(s) and any other agreements between the Customer and Alphabet.

Alphabet: BMW Financial Services Nederland B.V. a private company with limited liability, also trading under the name Alphabet

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

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

Associated Company: a company with which the Customer is legally connected in any way.

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

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

Commercial Value the market value of the Leased Vehicle.

Cost Price: the total cost for the purchase of the Leased Vehicle and making it ready for use.

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

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

Driver: the natural person who will use and drive the Leased Vehicle with the Customer's consent, as defined in the Dutch Road Traffic Act.

Duration: the period between the Delivery Date and the date of termination of the Lease Contract.

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

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

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

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

Hired Car: the vehicle that is made available to the Customer on the basis of a Lease Contract;

Hire Contract: the agreement on the Hired Car between the Customer and Alphabet.

Intake Protocol: the guideline that Alphabet uses to assess the condition of the Leased Vehicle on intake.

Interest: the interest rate applied.

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

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

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

Lease Rate: the monthly amount paid for the Leased 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 can be used by the Customer.

Pick-up Service: the transportation of a Leased Vehicle at the request of the Customer.

Rates Table: an overview of the costs that Alphabet can charge to the Customer.

Subsidy: any subsidies, discounts and investment premiums that the government can grant.

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

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

Article 1

Application of the General terms and conditions

The general terms and conditions of operational lease of Alphabet apply to all agreements.

- 1.1** These General terms and conditions 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 rejected. These General terms and conditions do not apply to Hired Cars, which are subject to other, specific general terms and conditions.
- 1.2** On signing the Agreement, the Customer declares:
- a. it accepts the applicability of these General terms and conditions to the Agreement(s); and
 - b. that the Leased 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 the parties in writing.
- 1.4** 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.

- Company ends when all obligations have been met. Alphabet will make separate agreements with the company that is no longer associated with the Customer.
- 2.1** The Customer can request Alphabet to allow an Associated Company to enter into Lease Contracts under the Framework Agreement. Alphabet will have to give prior written consent for this. The Associated Company can thereafter enter into independent Lease Contracts with Alphabet, based on the Agreement(s). In this case in these General terms and conditions 'Customer' 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). The Associated Company is also independently liable for compliance with obligations under the Agreement(s) that relate to that Associated Company. The Customer notifies Alphabet in writing when an Associated Company ceases to be legally associated with the Customer. The Customer's liability for the Associated
- 2.3** The Customer reimburses, upon first request, all costs and damage due to the failure of an Associated Company or former Associated Company to fulfil its obligations.
- 2.4** An Associated Company can 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 (or Associated Companies). The Associated Company furnishes sufficient security for the fulfilment of all the obligations.

Article 3

The Lease Contract

The Lease Contract enters into force after it has been signed, the payment obligation not until the vehicle is delivered.

3.1 The Customer can calculate Lease Rates and request quotations without obligation via the Online Application. User conditions apply to the Online Application, which can be viewed online. A Lease Contract is created via the Online Application once it has been approved by Alphabet.

3.2 A 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. Alphabet may charge the 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.

Article 4

The Lease Rate

The Lease Rate consists of several components. Most are mandatory, some you can 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 Leased Vehicle Replacement;
 - h. payment for the Mobility Card;
 - i. regular and 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).

Components specific to the customer may be added to the Lease Rate.



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 Duration, 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 definitive Cost Price of the Leased Vehicle is known.

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

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

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

Component c - premium for liability insurance and comprehensive cover: as provided for in article 8 of 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.

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 Leased 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 - regular and 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 Duration.

Component k - other costs: fixed for the Duration.

5.3 Indexation can take place in the event of a cost increase 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 refers to the statistics for leasing published by Statistics Netherlands.

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 can charge administrative fees and/or statutory interest. The amount of the fees is stated in the Rates Table. The Customer undertakes to pay (back) to Alphabet the Subsidy paid to 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 can make no claim to interest on the excess Lease Rate paid.

Article 6

Use

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

- 6.1** The Leased Vehicle can be used by a Driver other than the Customer. The Driver thus has the same right to use the Leased Vehicle as the Customer. Furthermore, where this can be reasonably expected of the Driver, the Driver fulfils all the Customer's obligations. The Customer informs the Driver promptly of all the rights and obligations and ensures that the Driver complies with the obligations.
- 6.2** Statements made by the Driver relating to the receipt, delivery, intake and condition of the Leased Vehicle are deemed to have been made on behalf of the Customer.
- 6.3** The Customer looks after the Leased Vehicle with due care and takes precautions against theft and burglary, having due regard for the Policy Conditions and comprehensive cover conditions.
- 6.4** The Customer shall deploy the Leased Vehicle solely for regular use on the public highways and shall observe the traffic rules, legislative rules and Policy Conditions and comprehensive cover conditions and ensure that these are observed by others. Any costs arising due to clearly unlawful, deviant or special use of the Leased Vehicle are payable by the Customer.
- 6.5** The Customer is not allowed to sell the Leased Vehicle, to allow it to be used as security, to use it to transport dangerous substances, to hire it out and/or to cause it to fall outside the scope of the insurances stated on the International Motor Vehicle Insurance Certificate (the green card).
- Neither is the Customer allowed to perform any modifications or to instruct such modifications to be performed 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. The rental of the Leased Vehicle is only permitted for shared car concepts recognised by Alphabet and mentioned on Alphabet's website.
- 6.6** Alphabet shall loan the Leased Vehicle to the Customer after it has become the property of Alphabet. The Customer shall use the Leased Vehicle during the Duration. Delivery will take place after the delivery form has been signed by the Customer or by the Driver.
- 6.7** If the Customer is unable to use the Leased 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.

Article 7

Accessories

Subject to certain conditions you can fit the Leased Vehicle with accessories or lettering.

- 7.1** The Customer may fit the Leased 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 Duration. Advertisements may not be displayed on a Leased Vehicle Replacement 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 Leased Vehicle losing value. Accessories that cannot or may not be removed 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 roadside assistance

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

- 8.1** Unless otherwise agreed, Alphabet will arrange liability insurance and comprehensive insurance for the Leased 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 can be viewed on Alphabet's website, and a copy can be sent free of charge upon request.
- 8.4** The Customer reports damage to the Leased 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. This also applies to the so-called excess insurance, having due regard for any supplementary insurances.
- 8.6** In the event of theft, the Customer must hand a full set of keys over to Alphabet. There is no all-risk cover if any keys are missing, unless this is due to burglary or being forced to give up the keys under duress.
- 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 claims burden gives reason to do so, the premium for liability insurance and payments for comprehensive cover can be reviewed. Alphabet notifies the Customer of this in writing.
- 8.9** The Customer can 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 can be viewed on the Alphabet website, and a copy will be sent free of charge on request.



Article 9

Repairs, service and tyres

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

- 9.1** The Customer has the Leased Vehicle serviced promptly in accordance with the manufacturer's instructions or after it has been recalled for checks, safety or other adjustments or testing.
- 9.2** Repairs and servicing both at home and abroad are payable by Alphabet, subject to the following conditions:
- Alphabet has consented to such; and the work is performed by a recognised supplier.
 - Alphabet can only withhold consent on economic grounds and provided its refusal does not jeopardise safety.
- 9.3** The Customer will use the Leased Vehicle and/or collect it from the repairer immediately after the repair work is completed.
- 9.4** Alphabet can check the condition of the Leased Vehicle or arrange to have the Leased Vehicle checked. The Customer shall cooperate in this.
- 9.5** The Customer reports defects affecting the odometer within 24 hours of their 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 lubricants and fluids outside the prescribed servicing schedule are payable by the Customer. This also applies to the washing and polishing of the Leased Vehicle.
- 9.7** Costs due to repairs and servicing that are the consequence of negligence or improper use are payable by the Customer.
- 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.
- 9.9** The Leased Vehicle can be fitted with winter tyres, if this is allowed by the manufacturer of the Leased Vehicle. Alphabet specifies the brand of the winter tyres. The supplier selected by Alphabet takes care of purchase, replacement, storage and swapping. The Customer uses the winter tyres only between October and the end of March. The tyres are changed twice per calendar year.

Article 10

Leased Vehicle Replacement

In the event of, for example, breakdown, damage or servicing, you can make use of a replacement vehicle.

- 10.1** The Customer can agree that use can be made of a Leased Vehicle Replacement during the Duration.
- 10.2** A minimum period applies, which determines the apportionment of the costs between the Customer and Alphabet. 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 Leased Vehicle Replacement can be used if the Leased Vehicle cannot or can no longer be used by the Customer, in the following situations:
- emergency: the Leased Vehicle Replacement will be made available in the event of theft and the Leased Vehicle being rendered unusable;
 - (damage) repair and/or servicing: the Leased 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 Leased Vehicle Replacement during the Waiting Time.
- 10.5** A Leased Vehicle is deemed to have been rendered unusable in the event of total loss, damage or technical faults as a result of which the Leased Vehicle can no longer be driven. A Leased 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 Leased Vehicle Replacement is made available until:
- the Customer is notified that the Leased Vehicle is ready for use again or
 - the Lease Contract is terminated.
- 10.7** During the minimum period, the costs of the Leased 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 AlphaRent's hire table shall be charged.
- 10.8** The costs of a Leased Vehicle Replacement can be charged on in full to the Customer in the event of:
- negligence or improper use of the Leased Vehicle by the Customer and/or
 - seizure or forfeiture of the Leased Vehicle due to an act of the Customer.
- 10.9** A Leased Vehicle Replacement must be returned to a mutually agreed location. The Customer may make use of Alphabet's Pick-up Service for this. The costs of this are stated in the Rates Table.
- 10.10** The brand, type and design of the Leased Vehicle Replacement are specified by Alphabet.
- 10.11** The number of kilometres driven with a Leased Vehicle Replacement is added to the number of kilometres driven with the Leased Vehicle.
- 10.12** In the event of premature termination of the Lease Contract at the request of the Customer, Alphabet can make a Hired Car available. The Lease Rate of this Lease Contract shall be charged for the remaining Duration in the event of early termination initiated by Alphabet due to technical defects.

Article 11

Personal details and confidentiality

Alphabet handles all personal details with the utmost care and in accordance with the current legal provisions and regulations.

- 11.1** Alphabet (the 'controller') is responsible for the processing of personal data in the performance of the Agreement. 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 keeps 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.
- 11.2** The Customer and Alphabet treat as confidential any data they receive from each other. This does not apply in relation to data that is generally known. This confidentiality applies for at least five years after the Agreement(s) is/are terminated or dissolved.
- 11.3** The Customer will not use logos belonging to Alphabet without prior written consent.

Article 12

Lost items

The loss of car documents, car keys, etc, incurs costs.

- 12.1** Costs arising due to the loss of items that belong to the Leased Vehicle are payable by the Customer. This regards 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 reports loss or theft of the Leased Vehicle's car keys and/or remote control to Alphabet as soon as such is discovered. The Customer reports 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 invoices the Customer for the costs of replacement and administration fees. The administration fees are stated in the Rates Tables.

Article 13

Suspension

A Leased Vehicle that is not needed for a certain period can be parked at Alphabet. You will be given a subsequent discount on the Lease Rate.

- 13.1** It is possible to temporarily suspend the use of the Leased Vehicle. If this is done, the Customer receives 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 Leased Vehicles;
 - b. the duration of the suspension is at least 30 days and not more than 180 days;
 - c. Alphabet extends the Duration of the Lease Contract by the duration of the suspension;
 - d. the Customer parks the Leased 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 Leased Vehicle is insured through Alphabet. If the Customer does not insure the Leased Vehicle through Alphabet, the discount is 30%. The discount shall be settled with the Customer subsequently, after the Leased Vehicle is again in use. The discount applies only for the period of suspension of use.

Article 14

Grid

The Grid gives a prior insight into the costs of the Leased Vehicle if the contract duration or the number of kilometres driven changes.

- 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 Duration and the number of kilometres driven fall. The difference between the Lease Rate charged in relation to the expired Duration 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 a new Grid if the Cost Price of the Leased Vehicle changes and/or Grid components are added 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 Duration and the final number of kilometres driven are decisive for this.

Article 15

Termination of Lease Contracts

The reasons for the termination of the Lease Contract determine how the Lease Contract is settled.

- 15.1** The Lease Contract is terminated:
- a. on the expiry of the Duration, on the date on which the Leased Vehicle is returned;
 - b. if the maximum number of kilometres is reached, as agreed in the Lease Contract;
 - c. if the Leased Vehicle has been stolen and the Waiting Time stated in the Policy Conditions and comprehensive cover conditions has expired;
 - d. if the Leased Vehicle is rendered unusable due to total loss, damage or technical defects;
 - e. by dissolution; or
 - f. by termination 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 stated in the Policy Conditions and comprehensive cover conditions 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 Leased Vehicle is rendered unusable due to total loss, damage or technical defects. This is done with retroactive effect to the date on which the Leased Vehicle was rendered unusable.

- 15.4** The Customer can prematurely terminate a Lease Contract. It may only do so for a maximum of 5% of the total number of Leased Vehicles made available to the Customer. This number shall be established at the start of the calendar year in which the Lease Contract is ended prematurely. 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 Duration, the difference between the Commercial Value and the Book Value of the Leased Vehicle is 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 kilometres driven is the determining factor;
 - b. for Durations of 2 or more years, the Lease Rate is recalculated retrospectively based on the Grid; the final number of kilometres driven and the actual Duration of the Lease Contract are the determining factors.

In both cases a fee is payable in relation to lost income, which is stated in the Rates Table. The full sum is charged to the Customer.

Article 16

Right of purchase

The Customer can always decide to purchase the Leased Vehicle.

- 16.1** In the event of (premature) termination of the Lease Contract, the Customer can purchase the Leased Vehicle from Alphabet. At the request of the Customer Alphabet shall propose a purchase price.

Article 17

Return

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

- 17.1** The Customer returns the Leased Vehicle and all vehicle accessories on the first working day after the expiry of the Duration or when the maximum number of kilometres has been reached. The Lease Rate is calculated proportionally through to the date on which the Customer returns the Leased Vehicle.
- 17.2** If the Leased Vehicle is not returned, Alphabet can demand the return of the Leased Vehicle and the payment of costs. In this case, the risk of damage to or total loss of the Leased Vehicle is borne by the Customer. This applies until the Customer has returned the Leased Vehicle.
- 17.3** The location at which the Leased Vehicle is returned is mutually agreed. Upon the return of the Leased Vehicle, Alphabet shall record or have recorded the final number of kilometres driven.
- 17.4** The condition and completeness of the Leased Vehicle is established at the intake address specified by Alphabet. The intake addresses and the Intake Protocol can be found on Alphabet's website. The Intake Protocol is used as a guideline for the condition in which the Leased 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. Slight damage as described in the Intake Protocol shall be deemed to be damage due to use. The amount stated in the Rates Table is payable by Alphabet.
- 17.6** When returning the Leased Vehicle, the Customer will attend to removal of all personal details from the connected vehicle systems and applications, including the in-car navigation system.

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. This is subject to the following conditions:
- a. the Customer is responsible for saving the electronic invoices for its records. Alphabet is not liable for damage or costs incurred by the Customer due to the use of electronic invoicing; and
 - b. the Customer does not receive invoices in any other manner.
- 18.6** Alphabet reserves the right to conduct financial assessments of the Customer. On the basis of this, additional conditions may be laid down in relation to the Agreement(s).
- 18.7** Alphabet's records serve as proof. This applies for all amounts due and all matters recorded in relation to the Leased Vehicle. Alphabet can deviate from these records based on proof provided by the Customer. A copy, fax or reproduction of an electronically saved copy shall be deemed to be an original after being signed.
- 18.8** Alphabet is affiliated with the Central Credit Registration Office in Tiel, the Netherlands. The Agreement(s) and irregularities in payment history can be registered here, depending on the legal form of the Customer.

Article 19

Non-compliance and dissolution

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

- 19.1** Alphabet can dissolve the Framework Agreement and/or the Lease Contract in writing and/or demand the return of the Leased Vehicle if:
- a. the Customer has not fulfilled an obligation arising from the Agreement(s) and/or these General terms and conditions, or has not done so in full or in a timely manner, and is in default due to the period specified or allowed for rectification having elapsed;
 - b. the Customer has requested suspension of payments or has been declared bankrupt;
 - c. the Leased Vehicle is seized, claimed by the government or declared to be forfeited, due to some act of the Customer;
 - d. the Customer has established itself abroad, has decided to liquidate the company or has ceased operations;
 - e. circumstances arise at the Customer that substantially increase Alphabet's risks and/or make the usual processing 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.
- 19.3** The Customer can 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 Leased 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 Leased 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. This indemnity only applies in relation to claims due to or in connection with the use, possession or ownership of a Leased Vehicle. 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 Leased Vehicle if and insofar as these would interfere with any claims of Alphabet in the exercise of its rights as owner of the Leased Vehicle.
- 20.5** Alphabet is not liable for damage due to work or for the (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 Leased Vehicle promptly to Alphabet.
- 20.7** In the event of force majeure, Alphabet and the Customer can 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 some act of yours and costs due, for example, to government measures or fines will be charged to you.

21.1 Third parties can exercise rights or take measures in relation to the Leased 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. This damage and/or costs are payable by the Customer unless they are due to some act of Alphabet.

21.3 Alphabet provides the Customer with the opportunity to receive fines and/or penalties digitally at no charge. This includes the possibility to use third party software that facilitates digital payment.

Alphabet shall charge the Customer administrative fees if a fine or penalty has to be forwarded, charged or paid manually. These fees are stated in the Rates Table.

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

Add-on Mobility

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

- 23.1** 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.
- 23.2** 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.
- 23.3** 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.
- 23.4** Add-on Mobility allows the Customer to choose from several classes of cars.
- 23.5** 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 kilometres per day applies.
- 23.6** 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.
- 23.7** 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.
- 23.8** 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.
- 23.9** 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 24

Mobility

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

- 24.1** The Customer can purchase several services from Alphabet that are linked to the Mobility Card. The Mobility Card is linked to a Lease Contract, unless some other agreement is made.
- 24.2** The Mobility Card can be used as a means of payment for the services, such as fuel, use of public transport and parking. The Mobility Card can also be used for a Leased Vehicle Replacement and Add-on Mobility.
- 24.3** The Customer pays the amount due for use of the Mobility Card to Alphabet on a monthly basis.
- 24.4** All costs resulting from the use of the Mobility Card are advanced by Alphabet. These costs are subsequently charged to the Customer monthly in arrears. This does not apply to the purchase of fuel.
- 24.5** Alphabet can link other services to the Mobility Card. The Customer will be informed about these.
- 24.6** 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 on the termination of the Lease Contract the Mobility Card should be destroyed or returned to Alphabet.
- 24.7** 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 Mobility Card and pin code, and the use thereof, with effect from the date on which it is 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.
- 24.8** 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. With effect 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.
- 24.9** 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.
- 24.10** 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.
- 24.11** Alphabet can block or withdraw the Mobility Card if the Customer fails to meet its payment obligations or fails to do so on time.
- 24.12** Upon request, Alphabet provides the Customer with management information in relation to the use of the Mobility Card.
- 24.13** 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 notifies the Customer of this.
- 24.14** Fuel is subject to the following conditions:
- a. Alphabet charges a monthly amount as an advance on the fuel 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 and the use stated by the manufacturer. The advance is invoiced to the Customer. Deviations in practice of more than 5% can 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 costs. Termination of the Lease Contract and/or use of the Mobility Card results in a settlement of the outstanding difference.
 - d. Fuel can be claimed via the supplier of the Mobility Card if the fuel cannot be paid for using the Mobility Card. These invoices can be submitted digitally free of charge. Alphabet may charge an administration fee for each invoice that is not submitted electronically. These fees are stated in the Rates Table.

Article 25

Other Provisions

- 25.1** These General terms and conditions can 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 conflict between the rules 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** The Customer may not transfer rights and obligations under the Lease Contract or Contracts and these General terms and conditions to third parties. However, Alphabet may give written permission for such a transfer.
- 25.5** Alphabet may transfer rights and obligations under the Agreement(s) and these General terms and conditions to third parties. Alphabet can 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.
- 25.6** The Customer can make all reports to Alphabet by telephone (with written confirmation), by post or digitally.
- 25.7** Alphabet may index and/or revise the amounts stated in the Rates Table annually. Alphabet notifies the Customer of this in advance in writing.
- 25.8** The Customer may make use of Alphabet's Pick-up Service for this. The costs of this service are shown in the Rates Table.
- 25.9** At the request of the Customer, the registration number of the Leased Vehicle can 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 Leased Vehicle in its own name.

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

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

The text of the general terms is fairly translated from Dutch in to English. In case of any dispute, arising in connection with the general terms, the text of the Dutch version of these general terms shall be binding. The translation into other languages is for convenience only and shall not affect the interpretation of any clause or provision of these general terms.

Alphabet, version July 2019, ALO2

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