

J&T

AUTOLEASE

General Terms and Conditions

GENERAL PROVISIONS OF OPERATIONAL LEASE

1. Definitions

1. In these General Terms and Conditions the following definitions are applied:

- a) Car Lease Agreement: the agreement which is concluded by Lessor and Lessee on the basis of which a Leased Item, which is leased by Lessee from Lessor and temporarily made available by Lessor to Lessee.
- b) Main Agreement: the agreement between Lessor and Lessee in which the rights and obligations of parties, as well as further terms and conditions, that apply with regard to all Lease Agreement(s) and/or Car Lease Agreement(s) concluded and still to be concluded between parties are recorded;
- c) Rent: the rent agreed in the individual confirmation of the assignment for the making available of the Leased Item.
- d) Kilometres Per Year: the consumption agreed in the Lease Agreement between Lessor and Lessee of the Leased Item on an annual basis.
- e) Lease Agreement: the agreement concluded between Lessor and Lessee whereby the Leased Item is made available to Lessee.
- f) Lease Rate: the amount to be paid monthly and agreed in the individual Lease Agreement.
- g) Lessor: the private limited company J&T Autolease B.V., with its registered office and its principal place of business in Tilburg.
- h) Lessee: the natural person/persons and/or legal entity/entities with whom Lessor enters into one or more individual Lease Agreement(s) and/or Car Lease Agreement(s).
- i) Term: the duration of the agreement concerned referred to in the individual Lease Agreement.
- j) Leased Item: the item/items which is/are further described in the individual Lease Agreement or Car Lease Agreement between parties as subject of the agreement. Leased Item also includes the attached accessories and parts and tyres or as the case may be the vehicle which is deployed as replacement transport.
- k) Technical Maximum Kilometres: the technical maximum kilometres referred to in the Lease Agreement, being the absolute maximum number of kilometres that are permitted to be driven with the Leased Item during the Term.
- l) Total Loss: the arising of such damage to the Leased Item that repair is in the opinion of the Lessor a technically or, as the case may be, economically unrealistic option (technical or economical Total Loss).
- m) Actual Kilometres Per Year: the actual number of kilometres which are driven pro rata of the Actual Term by the Lessee with the Leased Item.
- n) Actual Term: the actual duration of the Lease Agreement, calculated from the day on which the Leased Item is made available to the Lessee on the basis of the Lease Agreement up to and including the day on which the Leased Item, in conformity with the Lease Agreement and these general terms and conditions, is returned by the Lessee and the Lease Agreement is terminated.

2. Applicability of general terms and conditions

- 1. These general terms and conditions apply to and form part of all quotations and all concluded and to be concluded Main Agreements and Lease Agreements of Lessor. Deviating provisions and amendments of the Main Agreement and/or individual Lease Agreements will only have effect if these are recorded in writing in an appendix signed by Lessor as well as Lessee.
- 2. The applicability of general (purchase) terms and conditions of Lessee is expressly excluded.
- 3. Lessor can unilaterally adjust the general terms and conditions to legislation or regulations without Lessee having the right to termination of the Main Agreement or any Lease Agreement. In case of other amendments, Lessee will have the option to raise an objection within fourteen days from receipt of the amended terms and conditions. If the objection on the part of Lessee is deemed well-founded by Lessor then the unaltered terms and conditions will remain in effect for the ongoing agreements. The revised terms and conditions will apply to new Lease Agreements to be concluded from the stated date.

3. The Lease Agreement and the making available of the Leased Item

- 1. The Lease Agreement comes into effect at the time when Lessor has received an unaltered copy of the Lease Agreement duly signed by the Lessee.
- 2. The Term of the Lease Agreement commences at the time of the making available of the Leased Item. The Lease Agreement terminates after the expiry of the Term stated in months, or (if this occurs earlier), at the time when the final odometer reading stated in the Lease Agreement is reached, except for in the event of termination before the end of term as referred to in article 17 of these general provisions.
- 3. The provisions of the general provisions will apply in full during the period of any extended use of the Leased Item as referred to in article 18 and 19 of the general provisions.
- 4. The making available of the Leased Item, including the required car papers, takes place at or by the dealer agreed between parties in accordance with the specifications stated in the Lease Agreement concerned. Lessee is obliged to inspect the Leased Item with regard to its condition and performance. After delivery of the Leased Item a delivery confirmation will be drawn up in which the most recent Lease Agreement data will be included. This delivery confirmation is inextricably linked to the Lease Agreement.
- 5. The term of delivery of the Leased Item and accessories referred to by the Lessor is never to be considered a final deadline. Exceeding thereof will not constitute default. Lessor will not be liable for the failure to deliver or failure to deliver in a timely manner or for incorrect delivery of the Leased Item by the dealer on the planned or agreed date. If a specified Leased Item is not (or no longer) deliverable in conformity with the agreed specifications then Lessor will, in consultation with Lessee, order another Leased Item or - at the discretion of Lessor - this circumstance will apply as a resolute condition on which Lessor can rely without any obligation of compensation towards Lessee.
- 6. Lessor is linked with the Credit Registration Office (BKR) in Tiel. If Lessee is a natural person then the Lessor

will be subject to the obligation to check the natural person and to register the Lease Agreement as well as any irregularities which occur during the duration of the Lease Agreement and the expiry of the Lease Agreement with the Credit Registration Office.

4. Acknowledgement of rights

1. Lessor has and retains the full legal and economic property rights to the Leased Item during the entire Term of the Lease Agreement. Lessee is prohibited from disposing of the Leased Item, pledging or otherwise encumbering, renting out or otherwise giving the Leased Item into the use of third parties whether or not for payment or, as the case may be, from transferring its rights and obligations ensuing from the Main Agreement or Lease Agreement to third parties.
2. If third parties enforce rights with regard to the Leased Item, allege a claim or otherwise (threaten to) take measures then Lessee will be obliged to inform these third parties immediately about the property rights of Lessor. Lessee must inform Lessor about this within 24 hours and, if necessary, personally take measures. Lessor can take all measures which it deems necessary for the protection of its property rights. Lessee authorises Lessor by signing of the Lease Agreement to take these measures, possibly in the name and on the account of Lessee.
3. Lessor will be entitled to transfer the ownership of the Leased Item and its obligations and rights under the Lease Agreement and additional agreements to one or more third parties. Lessee already provides its cooperation in advance for this purpose by signing of the Lease Agreement. Lessor will inform Lessee in writing and in a timely manner about such a transfer.

5. Registration; taxes; testing; inspection

1. The costs of the first registration of the Leased Item with the National Vehicle and Driving Licence Registration Authority (RDW) are included in the Lease Rate. The costs of interim amendments of the registration are on the account of Lessee.
2. The vehicle registration certificate part IB will always be in the name of Lessor, unless agreed otherwise. Part II of the vehicle registration certificate remains in the possession of Lessor.
3. Lessee is obliged to promptly pay at its own expense the motor vehicle tax and all taxes, excise, levies, duties, charges or all other amounts which are levied, imposed or owed with regard to the Leased Item or the keeping or the use thereof, unless parties have agreed that the amounts referred to in the Lease Rate of the Leased Item are included.
4. Lessee must offer the Leased Item in a timely manner to an authorised testing body for all testing and inspections prescribed by law, including the inspection in conformity with the Periodic Vehicle Inspection Act (periodic vehicle inspection – APK), trailers and semitrailers. Costs attached to the failure of inspection in a timely manner or failure to offer the Leased Item for inspection will be on the account of Lessee.
5. Lessee will at all times give Lessor and/or its authorised representative the opportunity to inspect the Leased Item at a place and time to be designated by Lessor and/or its authorised representative, in the absence of which Lessee will owe to Lessor a penalty payment of € 200 per day or part of a day on which Lessee is in default.

6. Use of the Leased Item

1. Lessee is obliged to use the Leased Item with due care. Lessee is obliged to use and maintain the Leased Item with care and in conformity with the objective for which it is intended and/or equipped. Lessee will not use (have used) the Leased Item in a manner which is contrary to the provisions of the applicable traffic legislation or regulations or contrary to any other statutory provision, rules or regulations.
2. Unless prior permission in writing from Lessor has been acquired, the Lessee is among other things not permitted to use (have used) the Leased Item:
 - a) for the transport of persons or goods for payment;
 - b) country or countries not listed on the international insurance certificate of the Lease item;
 - c) for the transport of hazardous substances;
 - d) for giving lessons;
 - e) for participation in competitions or speed performance tests;
 - f) while the Driver is under the influence of a substance of which the use thereof reduces driving ability, or otherwise is contrary to Section 8 of the Road Traffic Act 1994;
 - g) in a manner and/or in an area which the insurance does not cover.
3. The Leased Item may only be driven by persons who are in possession of the driving licence valid for the type of Leased Item concerned. Lessee will always keep Lessor informed about the permanent Driver(s) of the Leased Item. If no statement has been made of the permanent Drivers of the Leased Item then all persons who drive the Leased Item will be considered to have been authorised for this purpose by Lessee. Lessor retains the right to prohibit the use of the Leased Item by specified persons.
4. Lessee must ensure that it has the statutory required permits and certificates necessary to drive the Leased Item on public roads.

7. Repair, maintenance and tyres

1. Lessee is obliged to have all maintenance and/or repair work of the Leased Item carried out by a brand dealer of the Leased Item in the Netherlands or by a company authorised for this purpose by Lessor, in conformity with the applicable statutory provisions and the guidelines and instructions of the manufacturer, importer and Lessor. Lessee will be deemed to know the contents of these guidelines and instructions prior to taking the Leased Item into use.
2. Lessee is obliged to, in conformity with the guidelines and instructions provided with the Leased Item by the manufacturer, importer and the Lessor and when there is cause for this, inspect (have inspected) the level of the engine oil, cooling and brake fluids and tyre tension of the Leased Item and if necessary to bring (have brought)

these to the required level. Article 15, first subclause under d, applies in full.

3. If the costs of the maintenance and repair are included in the Lease Rate then the following applies:

- a) For maintenance and repairs which are expected to exceed an amount of € 100 excl. VAT, per incident, Lessee must have acquired the prior permission from Lessor, unless it concerns regular maintenance, which is prescribed by the manufacturer and importer.
- b) If, upon the request of Lessee, work is carried out on the Leased Item outside the usual working hours then the additional costs for this will be on the account of the Lessee.
- c) Lessee is not permitted, without the prior permission from Lessor, to have parts, tyres or accessories (insofar as the latter forms part of the basic equipment of the Leased Item) changed.
- d) Repairs abroad are permitted with the prior permission from Lessor. The provisions of this article apply in full. The repair costs must at first instance be paid by the Lessee and can afterwards be invoiced on the basis of the original invoice which has been drawn up in the name of Lessor. Payment takes place in euros on the basis of Dutch work standards and prices of parts.

4. If the costs of the tyres are included in the Lease Rate then the following will apply:

- a) The provisions of article 7 subclause 3 apply mutatis mutandis.
- b) The costs of replacement of tyres, other than as a result of usual wear and tear, are on the account of Lessor in proportion to the usual wear and tear. The remaining part is on the account of Lessee.

5. Costs of repairs and maintenance of the Leased Item that arise through lack of usual care and maintenance, negligence, incorrect use or careless management of the Leased Item will at all times be on the account and risk of Lessee.

6. Lessee is obliged to immediately inform Lessor about any defect of the odometer and to have this defect immediately repaired. Lessor will, in consultation with Lessee, estimate the kilometres actually driven in accordance with reasonableness and fairness.

7. Lessor is entitled to no longer repair (have repaired) or carryout maintenance (have carried out maintenance) on a Leased Item which has become (partially) defect and to terminate the Lease Agreement concerned extrajudicially and with immediate effect, or as the case may be to replace the Leased Item in consultation with Lessee for the remaining Term of the Lease Agreement with a Leased Item of the same type or virtually same type with comparable kilometres.

In these events Lessor will not be obliged to any compensation towards Lessee.

8. Assistance

1. Lessee can, if and insofar as the Lease Agreement provides for this in the Netherlands as well as abroad, rely on professional assistance in case of breakdown of the Leased Item. The applicable terms and conditions of the assistance package will be provided to Lessee as part of the Lease Agreement. Lessee states by signing the Lease Agreement to be familiar with the contents of the terms and conditions of assistance, to accept these and undertakes to fulfil all obligations included in the terms and conditions of assistance.

2. If and insofar as the components 'repair, maintenance and tyres' and 'insurance' are included in the Lease Rate, the costs incurred through the assistance facility of, among other things, necessary maintenance, repairs and repair of damage will be on the account of Lessor. When the aforesaid costs are the result of a lack of usual care and maintenance, negligence, incorrect use or careless management of the Leased Item, then these costs will at all times be on the account of Lessee.

9. Complaints and Accessories

1. Lessee is permitted, after prior permission in writing from Lessor, to provide the Leased Item on the account and risk of Lessee with extra accessories, options, advertising and/or stickers. All costs and damage related to the attachment of aforesaid extras and the (in case of termination or setting aside of the Lease Agreement) removal thereof and the returning of it to the original condition of the Leased Item, will be on the account of Lessee.

2. If Lessee has not removed the extras referred to at the termination of the Lease Agreement, then these will become the property of Lessor without Lessor being obliged to any payment. Lessor will be entitled to have the extras removed on the account and risk of Lessee. Lessor will also be entitled to sell the Leased Item without removing the extras referred to and without any obligation to compensation towards Lessee.

10. Risk and insurance

1. When the costs of insurance are included in the Lease Rate as well as in the situation when this is not the case, then the following applies:

a) All damage of whatever nature caused to the Leased Item and accompanying accessories, as well as damage of whatever nature arisen as a result of the use of the Leased Item, insofar as not included in the applicable policy conditions, will be on the account of Lessee, including damage which is covered by the policy conditions, but is not paid, or at least does not remain on the account of Lessor as a result of any acts or omissions on the part of Lessee or the Driver. The amount owed for collision damage will always be on the account of Lessee, unless this can be recovered from the counterparty.

b) In case of theft or damage to or caused by the Leased Item, Lessee will be obliged to inform Lessor within 24 hours and (insofar as applicable) the insurance company, and to submit witness statements and a fully filled-out (digital)

claim form as soon as possible and furthermore to provide full cooperation as requested by the police, insurer and Lessor. In the event of theft Lessee must, within 24 hours, return all car keys, documents and the (vital parts of) audio, security and communication equipment to Lessor, in the absence of which Lessee will be liable towards Lessor.

c) When, in the event of an incident, personal injury has arisen and/or third parties are involved, in the event of theft of the Leased Item, or in case of damage through an unknown cause, Lessee will be obliged to have the police

draw up an official report and to send a copy thereof to Lessor and - insofar as applicable - the insurer.

d) Lessee is obliged, immediately after the damage arises, to offer the Leased Item for assessment and repair (of damage) and also to strictly follow the instructions given by the insurance company as well as all policy conditions applicable to the insurance. Lessee will be deemed to know the contents of these instructions and policy conditions prior to taking the Leased Item into use.

e) Damage to or loss of the Leased Item will not in any respect affect the obligations which Lessee is subject to on the basis of the Lease Agreement.

f) If through loss or theft the Leased Item is not under the control of Lessee and/or Lessor during a period of 30 days or longer from the day of the loss or theft, or if the Leased Item is a Total Loss, then the Lessee will be obliged upon first request from Lessor to compensate Lessor for any damage which Lessor has suffered due to this and/or will suffer over the aforementioned period of 30 days included therein, without prejudice to the obligation of Lessee to fulfil its obligations on the basis of the Lease Agreement. The damage which Lessee must compensate Lessor for will include, but will not be limited to, damage and costs as referred to in Section 96 Book 6 of the Civil Code and every type of consequential loss, possibly less the insurance payments made by the insurer directly to Lessor on the basis of the theft, loss or Total Loss of the Leased Item.

2. Costs of insurance that are included in the Lease Rate:

a) If and insofar as this is agreed in the Lease Agreement, Lessor will take out a comprehensive insurance + third-party liability, fire, theft and windscreen damage, and with the addition of a driver and passenger insurance and, if required, a legal expenses insurance (hereinafter referred to as: 'Lessor Insurance'). Lessor is at all times entitled to bear the risks of vehicle damage. Lessee states by signing the Lease Agreement to be familiar with the contents of the policy conditions, to accept these and undertakes to fulfil all obligations included in the policy conditions.

b) Leased Items with an insured value over € 75,000 including VAT, private motor vehicle and motorcycle tax, options and accessories must be mandatorily provided, from the commencement date of the Lease Agreement, with a working SCM alarm class 4 (class 1 + vehicle tracking system). If this is not the case then the insurance will not offer coverage in case of theft of the Leased Item or partial damage through theft. Lessor/insurer will be entitled to adjust the amount of the insured value annually.

c) Unless agreed otherwise, Lessor Insurance does not cover, among other things, the following situations:

- if Lessee uses the Leased Item or has used the Leased Item contrary to any of the provisions referred to in article 6 subclause 2 and 3 of these general provisions;
- for damage of goods which are transported with the Leased Item;
- for damage to or loss of personal property of the Lessee present in the Leased Item;
- for damage to the accessories attached by Lessee, fittings and/or attachments or additions as referred to in article 9 of the general provisions;
- for damage through theft of the Leased Item as a result of the failure to or incorrect locking of the Leased Item or leaving behind the keys in the Leased Item;
- for damage through theft of the Leased Item if all ignition keys belonging to the Leased Item cannot be made available and handed to Lessor, unless the loss of one or more ignition keys is reported to Lessor within 48 hours of the loss of the ignition key and before the time of the theft of the Leased Item.

d) When the claim history with regard to the Leased Item gives cause for changes in premiums and/or amendment of the amount of the excess which, under the policy conditions, is not borne by the insurer, Lessor will be entitled to charge these to Lessee and/or to amend the conditions for the coverage, without prejudice to the provisions of article 12 with regard to general insurance premium increases. The costs for these amendments will be charged to Lessee.

e) The amount of the excess which, under the policy conditions, is not borne by the insurer with regard to the insurance

premium charged to Lessor will at all times be on the account of Lessee. The deductible will be stated in the Lease Agreement and applies to each loss event. Lessor/insurer has the right to annually adjust the deductible or the insurance premium (per calendar year).

f) If the claims experience gives cause thereto then Lessor will be entitled to immediately terminate the insurance without any liability on its part. Lessee must thereupon ensure that the Leased Item will be insured in conformity with the provisions of article 10 subclause 3 and et seq. of these provisions.

3. Costs of insurance which are not included in the Lease Rate: If the costs of insurance are not included in the Lease Rate then the following will apply in addition to the provisions of article 10, first subclause:

a) Lessee will be obliged to insure and keep insured the Leased Item from the date of delivery up to and including the date on which the Leased Item is in fact returned to the control of Lessor for the benefit of Lessor (as owner) for comprehensive vehicle insurance + third-party liability, fire, theft and windscreen damage and to provide a copy of the policy and the policy conditions to Lessor. Furthermore, Lessee will be obliged to transfer all rights (including the right to insurance payments), ensuing from the insurance, exclusively to Lessor and to return to Lessor the insurances Notification Form (WM1192) to be provided by Lessor fully filled out and signed.

b) If the Leased Item is not or not adequately insured and/or in case of loss and/or theft of the Leased Item an insurance company does not or not fully pay the claim, then Lessee will be liable for all damage which Lessor suffers as a result thereof.

c) If no payment of the claim is made, or as the case may be if the insurance company terminates the contract of insurance concerned, then all consequences thereof will be on the account and risk of Lessee and Lessee will be obliged to compensate Lessor in full for the damage and will indemnify Lessor against all claims by third parties on whatever basis.

d) Lessee will pay the premiums owed with regard to the insurance in a timely manner and will agree with the insurer that, in case of omission of any premium contribution, the insurer will be obliged to inform Lessor about this forthwith.

e) If Lessee does not fulfil one or more of the obligations referred to above, then Lessor will be entitled to terminate

the Lease Agreement extrajudicially with immediate effect and without further notice of default, without being obliged to provide any compensation whatsoever towards Lessee for this purpose.

11. Replacement transport

1. If and insofar as this has been agreed in the Lease Agreement, Lessee will have the right to replacement transport in case of maintenance work and technical repairs in the Netherlands which cannot be carried out within the contractually agreed period. Lessee will have the right to replacement transport for the duration of the work/repairs.
2. If the lease component "insurance" as well as replacement transport is included in the Lease Rate, then Lessee will have, with due regard to article 7 subclause 5 of these provisions, the right to replacement transport in case of damage repairs.
3. If Lessee has the right to replacement transport then the following conditions will apply:
 - a) replacement transport will always be made available to Lessee on a working day, unless the Leased Item is stranded on the road;
 - b) Lessor will only be obliged to make replacement transport available when Lessee is in no way whatsoever in default towards Lessor at that time;
 - c) the kilometres driven with the replacement transport will apply as contractual kilometres for the calculation of kilometres over/under. However, these kilometres are not included in the determination of the maximum permitted final odometer reading;
 - d) Lessor retains the right to, without liability on its part, deploy a Leased Item as replacement transport with different specifications, drive gears or another type of engine fuel. The deployment of a Leased Item for the replacement of a Leased Item with a grey number plate takes place exclusively at the discretion of Lessor;
 - e) during the return and signing out of the replacement Leased Item, the instructions of the provider of the replacement transport must be followed, and in the absence thereof the contents of the Main Agreement will apply as well as the Lease Agreement and these general provisions. If Lessee does not fulfil this obligation then he/she will be liable towards Lessor for all costs and damage ensuing from the failure;
 - f) costs of replacement transport related to repairs, maintenance and repair of damage as a result a lack of due care and maintenance, negligence, incorrect usual or careless management of the Leased Item will at all times be on the account of Lessee;
 - g) the right to replacement transport terminates in all events as soon as the Lease Agreement terminates;
 - h) the provisions of these general provisions and the Lease Agreement apply in full with regard to (the use of) the replacement Leased Item.

12. Lease Rate and adjustments

1. In the Lease Agreement of every Leased Item, a Lease Rate is stated which is based on the price level on the date of sending the Lease Agreement, taking into account the Term in months and the number of kilometres which will be driven with the Leased Item.
2. In the Lease Rate the costs that have been declared applicable as such in the Lease Agreement and the costs which are included on the basis of the general provisions of the Lease Rate are exclusively included.
3. In the following events, Lessor can adjust the Lease Rate in the interim:
 - a) if between the date of the lease rate calculation (quotation date) and the date of delivery of the Leased Item, changes occur in the price of the components from which the Lease Rate is made up;
 - b) in the event of change of the costs of the insurance, including changes resulting from the costs of claims;
 - c) in the event of change of the costs of motor vehicle tax and vehicle registration fees, or as the case may be other government levies;
 - d) in the event of changes in taxes imposed by authorities or levies (also including the private motor vehicle and motorcycle tax of cars and delivery vans) or as the case may be other changes to (tax) legislation and regulations, which:
 - can have an impact on the purchase value and/or calculated residual value of the Leased Item; or
 - could have impacted the calculation of the Lease Rate if they were known at the time the Lease Rate was determined.
 - e) in the event that accessories are attached during the Term of the Lease Agreement and are included in the Lease Rate;
 - f) if the costs of maintenance, repair and tyres, as a result of deviating or special use, are higher than could have been expected during the original lease rate calculation;
 - g) when the kilometres actually driven per month deviate more than 10% from the contractually agreed number of kilometres per month (calculated over a period of at least 6 months). In addition, Lessor can in this case proceed with adjustment of the duration of the Lease Agreement;
 - h) in the event that the costs of maintenance and repair have increased since the commencement date of the Lease Agreement or since the previous date of change of the Lease Rate. During the calculation of the adjustment one will proceed from the applicable index for "maintenance and repair of private vehicles" of Statistics Netherlands.
4. The Lease Rate change subject to the application of the provisions of subclause 3 under a up to and including c of this article commences immediately. The Lease Rate change subject to the application of subclause 3 under d up to and including g will apply with retroactive effect until the commencement date of the Lease Agreement and therefore applies over the duration already expired and still remaining of the Lease Agreement. The Lease Rate change subject to application of subclause 3 under h commences on the first day of the month following the point in time on which the change occurred. The payment ensuing from the recalculation will be immediately owed by Lessee.
5. Lessor will be entitled to recalculate the Lease Rate if the Lease Agreement terminates because the Leased Item has reached the Technical Maximum Kilometres and this takes place prior to the expiry of the Term, or as the case

may be the Actual Kilometres Per Year deviates 10% or more from the contractually agreed Kilometres Per Year. The recalculation of the Lease Rate will take place on the basis of the Actual Kilometres Per Year, the Actual Term and the calculation. The Lease Rate changed by the recalculation will apply with retroactive effect from the commencement date of the Lease Agreement up to and including the date on which the Lease Agreement terminates. The amounts ensuing from the recalculation will be immediately owed by Lessee to Lessor.

6. Lessor will always inform Lessee immediately about any change of the Lease Rate. Change of the Lease Rate and the duration of the Lease Agreement with the application of the provisions referred to in this article do not give Lessee any right to set aside or terminate the agreement.

7. When determining the Lease Rate, the statutory subsidies, reduction or investment premiums will be taken into account. In the event that these are directly paid to the Lessee or Drivers, Lessee undertakes to (re)pay the subsidy, reductions or investment premium paid to Lessee or the Driver to Lessor upon first request from Lessor.

13. Scheme for grey number plates

1. If the Leased Item is a delivery van within the meaning of the Private Motor Vehicle and Motorcycle Tax Act 1992 and the Motor Vehicle Tax Act 1994 respectively, the provisions of this article will apply.

2. In connection to the requirements for acquiring exemption from private motor vehicle and motorcycle tax for entrepreneurs and respectively the application of the rate applicable to entrepreneurs of the motor vehicle tax, Lessee will, each time and prior to the delivery of the Leased Item to Lessee, make available to Lessor a statement filled out and signed by a person authorised to sign for this purpose, in which Lessee will state:

a) that Lessee is an entrepreneur as referred to in Section 7 of the Turnover Tax Act 1968;

b) that this does not concern an entrepreneurship as referred to in Section 7, sixth subsection, of the Turnover Tax Act 1968;

c) that the Leased Item will be used more than incidentally in the company of Lessee;

d) that Lessee, in case of change of circumstances, will immediately inform Lessor about this and will withdraw the statement.

Lessee must also submit a copy of a proof of identity of the person authorised to sign. Upon the request of Lessor Lessee must submit an authorisation from which it is evident that the person referred to is authorised to sign the statement referred to and to enter into the Lease Agreement.

3. Lessee will not make any changes to the Leased Item which could result in it no longer be considered to be a delivery van within the meaning of the Acts referred to in this article under subclause 1.

4. If the regulations of the provisions of subclause 2 under a up to and including d and 3 have not been adhered to, the Lessor can either terminate the Lease Agreement with immediate effect, in which case Lessee will owe to Lessor the payment as described in article 18 subclause 2 of the general provisions, or continue the Lease Agreement, subject to adjustment of the level of the Lease Rate and/or of the duration of the Lease Agreement to the changed tax position. Change of the Lease Rate and the Lease Agreement with the application of this article does not give Lessee any right to termination of the Lease Agreement.

5. If any additional tax assessment of private motor vehicle and motorcycle tax or motor vehicle tax is imposed on Lessor, or another tax measure is imposed because the statutory requirements are not (no longer) fulfilled to be eligible for exemption from private motor vehicle and motorcycle tax, respectively the entrepreneurs rate for the motor vehicle tax, the Lessee must upon first request from Lessor pay the amounts involved in this to Lessor, without prejudice to any obligation of Lessee to payment of other amounts on the basis of the provisions of this article.

6. If the additional tax assessments or measures referred to in the previous subclause are imposed on Lessee then Lessee will personally bear these and will not be able to charge these to Lessor.

14. Payments

1. Lessee will pay the Lease Rate monthly by advance payment (prior to the first day of the month) to Lessor without reduction and/or setoff. Lessee waives the right to seek any order permitting retention of property as security pending the outcome of proceedings. The first invoice will be collected by Lessor within ten days after the date of receipt of the Lease Agreement, whereby over a part of one month a part of the Lease Rate will be owed pro rata. All other invoices must, unless agreed otherwise, be paid to Lessor without reduction and/or setoff within ten days from receipt.

2. From the date of the making available of the Leased Item, Lessee will owe the Lease Rate for the Leased Item in conformity with the provisions of articles 12 and 14 of the general provisions, regardless of the moment at which the Leased Item is actually received by Lessee.

3. If Lessor has obvious misgivings with regard to the payment capacity of Lessee, then Lessee will be obliged to furnish sufficient security and/or proceed with tendering in payment of goods upon the first request of Lessor. A security furnished only lapses after Lessee has fulfilled all its obligations ensuing from the Lease Agreement.

4. Lessee provides Lessor with authorisation until notice of termination to collect from the bank or giro account stated by Lessee all that which Lessee owes or will owe on the basis of the Main Agreement.

5. If Lessee does not or does not in a timely manner fulfil its payment obligation(s) then Lessee will be in default by operation of law, without the requirement of any notice of default. Lessee is obliged to payment of default interest of 1.5% per month over the amount owed, for the duration of the default, whereby a part of a month is calculated as a full month. In the event of non-fulfilment of payment obligations Lessee will also owe extrajudicial costs to the amount of 15% of the principal sum with a minimum of € 115, without prejudice to the right of Lessor to claim actually incurred further costs.

6. The fact that Lessee, through whatever cause, cannot use, or not properly use, the Leased Item during any period will never give Lessee the right to suspend or cease the payments owed to Lessor wholly or in part, or as the case may be give notice of termination and/or terminate the Lease Agreement.

15. On the account of Lessee

1. The following are never included in the Lease Rate and therefore are at all times on the account of Lessee:
 - a) the costs which are not included in the Lease Rate according to the Lease Agreement;
 - b) garage and parking charges and tolls (including pay lanes and other future governmental and antipollution levies);
 - c) maintenance costs for the bodywork (such as washing) and the interior;
 - d) damage and costs arisen through: improper or incorrect action with or making use of the Leased Item; lack of due care and maintenance; negligence; careless management of the Leased Item;
 - e) damage caused through the loading and unloading of goods;
 - f) maintenance and/or repair costs of parts and accessories that do not form a standard part of the Leased Item and repairs of all parts and/or accessories that are not included in the Lease Rate;
 - g) costs of replacement in case of loss of keys, number plates and vehicle registration certificates part IA and/or IB;
 - h) fuel costs and costs of adding of fluids and or lubricants in the interim period;
 - i) costs and losses ensuing from seizure and/or confiscation of the Leased Item.
2. The Lessee will fully indemnify Lessor against, or compensate fully for, financial penalties on the basis of breach of laws, regulations and other provisions with regard to the condition and the use of the Leased Item. Lessor retains the right to personally pay all financial penalties concerning the Leased Item and thereupon charge these on to Lessee including the administrative costs, without Lessee being able to rely on the fact that the financial penalties referred to are wrongly imposed or paid by Lessor.
3. If Lessee is of the opinion that a financial penalty/sanction is imposed wrongly then Lessee must submit an objection to/lodge an appeal against this with the competent authority. If Lessor, as a result of the breach committed by Lessee, must pay additional costs or must incur costs then these costs will be charged on to Lessee. Lessee will pay to Lessor all amounts due with regard to this immediately after receipt of the invoice concerned. Lessor retains the right with regard to this to charge the administrative costs to Lessee.

16. Settlement of kilometres over/under

1. The Lease Rate is also based on the kilometres per year to be driven with the Leased Item during the Term of the Lease Agreement. Lessor is at all times entitled to conduct inspection of the number of kilometres driven. Lessee is obliged to provide cooperation for this.
2. Interim settlement of the (with regard to the Lease Agreement) over/under driven odometer reading will take place periodically on the basis of the rate referred to in the Lease Agreement and on the basis of the odometer reading provided by the Lessee in accordance with the odometer of the Leased Item. Kilometres driven with replacement transport will be added to this.
3. Without prejudice to the provisions of article 12 subclause 3, the final account of the (with regard to the Lease Agreement) over/under kilometres driven will take place within two months of the termination of the Lease Agreement. The final account will be based on the number of kilometres actually driven in accordance with the confirmation of return or intake, the maximum permitted final odometer reading and the rate set out in accordance with the Lease Agreement, taking into account any interim kilometres settlement and the number of kilometres driven with replacement transport.

17. Termination or setting aside of the Lease Agreement

1. Without prejudice to the right to compensation, Lessor will be entitled to terminate the Lease Agreement with Lessee without judicial intervention and with immediate effect by means of a notification addressed to Lessee and to take - have taken - the Leased Item back into possession, if:
 - a) Lessee, when entering into the Lease Agreement, has provided any incorrect statement, or did not inform Lessor of facts and/or circumstances of which the importance is in the opinion of Lessor of such a nature that Lessor would not have entered into the Lease Agreement, or not subject to the same conditions, if Lessor had been aware of the correct state of affairs;
 - b) Lessee has not, not in a timely manner or not fully fulfilled one or more obligations ensuing from the general terms and conditions or the Lease Agreement, whereby Lessee is in default without further notice of default;
 - c) Lessee applies for (either provisional or not) moratorium, the bankruptcy of Lessee is petitioned for, or as the case may be the (provisional) moratorium of Lessee is granted, or Lessee offers an extrajudicial composition to its creditors;
 - d) when Lessee decides to, or proceeds with, cessation or sale of the legal entity or company, ceases the company wholly or in part or relocates to another country than the Netherlands, or as the case may be Lessee decides to embark upon such cessation or relocation;
 - e) Lessee becomes subject to a guardianship, leaves the Netherlands in due course, or establishes itself abroad;
 - f) Lessee dies, or in the event that Lessee is a partnership, the company is dissolved through the death of a partner;
 - g) attachment is levied on the Leased Item or on a part or the entire assets of Lessee;
 - h) the Leased Item is referred to as a subject of pledge by another party than Lessor as pledger and/or is sold as a pledged item for the benefit of a party other than Lessor;
 - i) the insurance of the Leased Item is terminated by the insurer (regardless of the reasons) and/or the insurance of the Leased Item expires and the Leased Item is not consecutively insured subject to the same conditions through another insurer;
 - j) Lessee has misappropriated or disposed of the Leased Item.
2. Lessee is obliged to immediately inform Lessor if one of the situations occurs as described in subclause 1 of this article. In the event of termination or setting aside of the Lease Agreement on the basis of the provisions of the first subclause of this article Lessee will be obliged to pay to Lessor all due but not yet paid Lease Instalments, all still to become due Lease Instalments including costs of credit, or as the case may be all other amounts owed by Lessee to Lessor pursuant to the Lease Agreement or any other agreement, plus the interest and costs, as immediately

due and payable debts, without prejudice to the right of Lessor to compensation in full, including further costs, damage and interest arising as a result of the termination, including payment of judicial and extrajudicial costs.

3. In the event of theft or loss (not being misappropriation) of the Leased Item the Lease Agreement will terminate by operation of law 30 days after the date of the theft or loss, unless the Leased Item is found within those 30 days.
4. In the event of Total Loss, the Lease Agreement will terminate on the date on which Lessor has declared the Leased Item to be Total Loss, but no later than 30 days after the date on which the damage has arisen.
5. Lessee can terminate the Lease Agreement in the interim by means of a registered letter addressed to Lessor, always from the end of a calendar month, with due regard to a notice period of one month. In the event that Lessee gives notice of termination Lessee must compensate Lessor in full with regard to the costs of the premature termination of the Lease Agreement. The amount of compensation will be recorded by Lessor.
6. In the event of termination of the Lease Agreement, Lessee has, under the application of this article, no right to setoff or retention if and insofar as Lessee could be able to enforce any claim towards Lessor.

18. Return of the Leased Item and final account

1. In case of termination/setting aside of the Lease Agreement, Lessee will be obliged to return the Leased Item within 24 hours in a good (technical) condition, cleaned and with all accompanying parts, documents and accessories (including all keys, vehicle registration certificates, fuel card, green card and all accessories which are included in the Lease Rate) to a location to be stated by Lessor and in accordance with the guidelines of Lessor. Lessee must also have any stickers removed on its expense, regardless of whether the stickers are included in the Lease Rate. Lessor is entitled to remove the stickers which are not removed at the expense of Lessee.
2. Lessor is entitled to charge to Lessee the costs of repair and/or replacement as well as extra depreciation of the Object which has arisen through damage that was not reported and/or careless management.
3. If Lessee returns the Leased Item directly to Lessor, Lessor and Lessee will sign the confirmation of return or intake, in which the odometer reading and the condition the Leased Item is in at that point in time will be stated.
4. During the intake of the Leased Item, Lessee must ensure that an intake report is drawn up by or on behalf of Lessor, which must be signed by or on behalf of Lessee. Lessee cannot enforce any claims with regard to Lessor in case of the absence of an intake report, in the event of incompleteness of the intake report or an intake report drawn up without the cooperation of Lessee. In that case Lessor will be bound by the intake report drawn up by Lessor.
5. If Lessee remains in default of returning the Leased Item and/or the items referred to in article 18 subclause 1 within 24 hours, then Lessee will be obliged to pay a payment for use for the extended use of the Leased Item, equal to the Lease Rate, and Lessee will incur a financial penalty of € 250 for each day (a partial day is calculated as one day) on which the Leased Item and/or the items referred to in subclause 1 of this article is/are not returned, without prejudice to the right of Lessor to claim in addition to the return of the Leased Item compensation of all damage and costs (including lost profit/suffered losses), unless agreed otherwise with permission in writing from Lessor.
6. If the Leased Item is deployed on the basis of open calculation, then an amount will be included in the final account with regard to the costs of the sale of the Leased Item.

19. Suspension

Lessee is entitled to suspend the leasing of a Leased Item, or several Leased Items, with a maximum of 5% of the number of Leased Items leased from Lessor, for a period of at least 1 month and not exceeding 6 months. The Term of the Lease Agreement concerned will then be extended by the duration of the suspension period. During the suspension period Lessee will owe 50% of the monthly Lease Rate (based on a Lease Rate including all components), or a proportional part thereof, however, provided always that the usual monthly Lease Rate is charged during the suspension period and that crediting of 50% of the monthly Lease Rate, or a proportional part thereof, takes place after Lessee has taken the Leased Item back into use. The provisions of article 14 of the general provisions remain in full force. Lessee will be obliged to station the Leased Items at the office of Lessor during the suspension period. The Leased Item will, if insured through Lessor, be withdrawn from the insurance and the motor vehicle tax will be temporarily discontinued. All agreements will remain in full force during the suspension period. During the Term of the Lease Agreement the right of suspension can be used no more than twice. Lessor will ensure that the Leased Items concerned will be collected and returned on the agreed days.

20. Joint and several liability

If several legal entities/natural persons have jointly concluded a Main Agreement with Lessor, then each of them will be jointly and severally liable towards Lessor for the fulfilment of the obligations ensuing from the Main Agreement and one or more Lease Agreements and the general provisions applicable thereto, including if for the performance of the Main Agreement one or more Lease Agreements have not been signed by all Lessees.

21. Liability and indemnity

1. Lessee indemnifies Lessor against all claims which can be submitted against Lessor ensuing from or related to the keeping, possession of, or as the case may be operation of the Leased Item, and if and insofar as the insurance company does not or will not make any payment of claims for this purpose.
2. Lessee is, among other things, liable for damage and costs of third parties and for its personal damage and costs which, in whatever manner, can be related to the use of the Leased Item and with regard to which the insurance company does not or will not make any payment of claims in full.
3. Lessor will never be liable for loss or damage of goods and/or substances which are present in or on the Leased Item.
4. Without prejudice to the provisions of the previous subclauses, any liability of Lessor towards Lessee is excluded for payment of direct as well as indirect damage and costs, including consequential loss and loss of profits, ensuing

from or related to the use or faultiness of the Leased Item, or ensuing from or related to the fact that Lessee, through whatever cause, cannot or cannot properly use the Leased Item during any period.

22. Disputes

1. Dutch law applies to all agreements concluded between Lessee and Lessor. All disputes ensuing from these agreements, or related thereto, will be exclusively submitted to the court of competent jurisdiction in 's-Hertogenbosch with due regard to the provisions of Section 108 Code of Civil Procedure.
2. Lessee will be deemed to have chosen, as address for service, the address which was stated by Lessee when entering into the Lease Agreement. When a correct change of address is notified to Lessor in a timely manner then this new address of Lessee will apply as the chosen address for service.

23. Concluding provision

1. If any part of the Main Agreement and/or of the Lease Agreement or of these general provisions is null and void or will be voided then this will not impair the validity of the remaining provisions. In that event parties will be obliged to replace the null and void or voided part with another provision which approaches the intention of the provision concerned as closely as possible.
2. After the signing a photocopy, fax, or reproduction of an electronically stored Main Agreement, Lease Agreement, Car Lease Agreement and a document related thereto (including appendices, correspondence between Lessee and Lessor and other documents) will apply as originals, unless agreed otherwise.
3. Lessee must report any changes of address and changes of name in writing to Lessor within ten (10) days.

GENERAL PROVISIONS WINTER TYRES

The J&T Autolease General Terms and Conditions comprise the General Provisions Operational Lease module supplemented by one or more specific modules per product or service. The provisions included in the present module apply, in addition to the provisions of the General Provisions Operational Lease module, mutatis mutandis if Lessor and Lessee agree to provide the Leased Items to be deployed with winter tyres.

1. Winter tyres

1. Lessor offers Lessee the option of providing a Leased Item for which a Lease Agreement including repair, maintenance and tyres is concluded with winter tyres. The winter tyres remain the property of Lessor.
2. The remaining Term of the Lease Agreement during which winter tyres are included must be at least 24 months.
3. The agreed number of winter tyres and rate for the winter tyres will be stated in the Lease Agreement. The rate comprises the costs of the exchange and the storage of summer and winter tyres as well as the costs of the balancing of the tyres, the disposal of old winter tyres and environmental costs. All other costs will be on the account of Lessee.

2. Purchase, exchange and replacement of summer and winter tyres

1. Lessee is obliged to have the purchase, exchanges and replacement of summer and winter tyres carried out by a supplier to be determined by Lessor.
2. Lessor will determine the brand and type of winter tyre which will be fitted.
3. The exchange of summer and winter tyres must be carried out according to the season. An exchange is permitted no more than twice per year (spring and autumn). Further exchanges will be on the account of Lessee.
4. Lessee undertakes to fit winter tyres for a consecutive period of at least 4 months and not exceeding 6 months - including the period of December up to and including March.
5. If and insofar as Lessor has recorded the supplier of the tyres, then the tyres which have been exchanged during the unsuitable season will remain stored at the supplier's where the exchange takes place.
6. Lessor will replace the winter tyres as a result of damage or unsuitable use provided always that the costs thereof will be on the account of Lessee. The costs comprise the costs of replacement which are calculated on the basis of the difference in profile depth at the time of the replacement and the minimal profile depth (3 mm).
7. Replacement of winter tyres resulting from wear and tear will take place in case of a minimal profile depth of 3 mm.

The costs of replacements - depending on the number of agreed winter tyres and exchanges - will be on the account of Lessee.

8. In case of return of the Leased Item - unless parties have agreed otherwise - the summer tyres must be fitted. Lessee will deliver the winter tyres at the time of return. Tyres which have not been returned will be on the account of Lessee.

GENERAL PROVISIONS CAR LEASE

The J&T Autolease General Terms and Conditions comprise the General Provisions Operational Lease module supplemented by one or more specific modules per product or service. The provisions included in the present module apply, in addition to the provisions of the General Provisions Operational Lease module, mutatis mutandis if Lessor and Lessee conclude a Car Lease Agreement, except insofar as this is deviated from in this chapter.

1. Car Lease Agreement

1. The Car Lease Agreement is entered into for the period and at the Rent as stated in the confirmation of the assignment. If the Rent is based on a rate recorded by Lessor forming part of a specified fixed lease period, but Lessee is entitled on the basis of a special condition referred to in the agreement to return the Leased Item to Lessor within the specified lease period with settlement of the rent owed by Lessee in proportion to the actually leased period, then Lessor will be entitled to charge the Lessee with the Rent which forms part of the agreed shorter lease period.
2. If more kilometres are driven with the Leased Item than agreed, then these kilometres will be charged to Lessee

as specified in the offer.

2. Delivery and return

1. By placing its signature on the document intended for this purpose, Lessor declares to have received the Leased Item stated therein without defects, apart from the specifically listed damage, and including the equipment forming part thereof.

Any costs of providing transport to and from Lessee and/or Driver will be a one-off on the account of Lessor.

2. Lessee is obliged to return the Leased Item to the company of Lessor stated in the Car Lease Agreement no later than on the day and time when the agreement terminates, unless an extension of the lease period was previously requested by the Lessee and permitted to Lessee by the Lessor. The Car Lease Agreement thus extended remains subject to these General Terms and Conditions. In the event that an extension is not permitted and the Leased Item is not returned no later than on the day on which the Car Lease Agreement terminates, Lessor retains the right to report misappropriation.

3. Lessee will be liable for all damage which is caused to the Leased Item during the lease period, respectively the time during which Lessee has possession of the Leased Item. Lessee will be obliged to return the Leased Item to Lessor in good condition and to ensure the receipt of an intake confirmation which must be signed by or on behalf of Lessee, if approved.

Lessee will be obliged to reimburse the value of absent parts, tools, car papers, audio equipment and such at the return delivery of the Leased Item.

4. The Leased Item must be delivered with a full tank. If the tank is not full then not only will the fuel costs will be charged to Lessee but also the filling up payment which is specified in the delivery documents.

5. The Leased Item may not be taken abroad without permission from Lessor.

6. Lessee has, if further driving with the Leased Item is not possible for whatever reason, the right to compensation of transport costs from the location from which further driving was impossible. Lessor will not be obliged to make another Leased Item available, nor can Lessor be held liable for the providing of compensation for appointments missed through delay or, as the case may be, disadvantages suffered otherwise by Lessee.

3. Delivery and return

1. Articles 3, 9, 12, 10 subclause 3, 11, 17, 18 and 19 of the General Provisions Operational Lease do not apply to Car Lease Agreements.

GENERAL PROVISIONS FUEL

The J&T Autolease General Terms and Conditions comprise the General Provisions Operational Lease module supplemented by one or more specific modules per product or service. The provisions included in the present module apply, in addition to the provisions of the module General Provisions Operational Lease, mutatis mutandis if Lessor delivers fuel cards to Lessee, except and insofar as this is deviated from in this chapter.

1. Fuel Card

1. Unless agreed otherwise, the Fuel Card is attached to a specific Lease Agreement. In that case the vehicle registration number of the Leased Item will be stated on the Fuel Card. A personal identification number will also be linked to the Fuel Card (PIN Code). This PIN Code must be used during each payment action with the Fuel Card. Payment actions can exclusively be carried out through the payment machines intended for this purpose.

2. The Fuel Card can be used by Lessee as a means of payment for the purchase of fuel for the Leased Item at the associated petrol stations and (if agreed) for other products or services offered by or through the Fuel Card supplier, without paying the amounts due for this to the owners of the petrol stations.

3. Unless agreed otherwise, the Fuel Card will be valid up to and including the last day of the month of the expiry date stated in the card. After the expiry of the expiry date the Fuel Card can no longer be used as a means of payment and it must be cut through and returned to Lessor.

2. Payment of the Fuel Card, fuel costs and other payments

1. Lessee undertakes to pay all amounts due that are related to the use of the Fuel Card monthly to Lessor.

2. The invoicing of the amounts referred to in article 2.1 (hereinafter also referred to as: the Fuel Costs) will take place in advance, whereby Lessor charges a monthly fuel advance payment to be determined by Lessor and whereby the actual fuel costs will be settled and paid as determined in article 14. The amounts concerned are owed to Lessor by advance payment on the first day of each calendar month. In case of untimely payment of the invoices, the provisions of the general terms and conditions which apply with regard to the Lease Agreement will apply.

3. The fuel advance payment referred to in article 2.2 will be determined on the basis of the estimated Kilometres Per Year and the standard use determined by the manufacturer and the price per litre which applies at the time of the invoicing of the fuel advance payment. Lessor retains the right to alter the fuel advance payment in case of changes of the price of the fuel and in case of changes of the Kilometres Per Year.

4. Lessee will owe a monthly payment to Lessor for the fuel management to be conducted by Lessor in accordance with this article as determined in the Lease Agreement. The payment will be included in the fuel advance payment, or as the case may be the settlement of the fuel costs.

3. Fuel overviews and settlement

Lessor will provide Lessee upon request with a periodical fuel overview in which, among other things, the invoiced fuel costs, the actual fuel costs, the standard consumption and the actual consumption will be stated. The difference between the fuel advance payments invoiced to Lessee and the actual fuel costs will be settled with Lessee in accordance with the provisions of the Lease Agreement. If the Lease Agreement is terminated then Lessor will provide Lessee with a final account on the basis of which the fuel costs already invoiced and the still

outstanding fuel costs will be set off and settled.

4. Use of the Fuel Card

1. Lessee undertakes, during the use of the Fuel Card, to act in accordance with the instructions from Lessor.
2. The Fuel Card and PIN code must be treated carefully. Lessee will be responsible for (the use of) the Fuel Card and PIN code after these have been provided to Lessee. The PIN code is strictly personal and not transferable. Lessee is obliged to maintain confidentiality towards third parties - including the Driver of the Leased Item - with regard to the PIN code provided to Lessee and may not state this code on the Fuel Card. If Lessee makes any note of the PIN code then Lessee will do this in such a manner that the PIN code will not be recognisable to third parties. If Lessee knows or suspects that the PIN code has become known to third parties then Lessee will be obliged to promptly report this to Lessor.
3. In case of loss or theft of the Fuel Card Lessee must immediately report this by telephone to Lessor, the reporting of which must be confirmed within 24 hours in writing to Lessor. Lessee must also, in case of loss or theft of the Fuel Card and the PIN code, report this to the police within 48 hours, and have an official report drawn up about this and send this to Lessor.
4. If the Fuel Card is stolen, lost or otherwise mislaid then Lessor will provide Lessee with a new Fuel Card. A fixed payment referred to in the Lease Agreement will be charged for each (new) Fuel Card to be provided by Lessor to Lessee. In the unlikely event that the old Fuel Card is found, this can no longer be used as a means of payment and it must be returned to Lessor.
5. Lessee undertakes to pass on any changes of address of Lessee or the Driver and any changes of Driver who make use of the Fuel Card to Lessor no later than within 48 hours. All consequences of failure to pass on changes or failure to do so in a timely manner by Lessee to Lessor will be on the account of Lessee.

5. Misuse and availability

1. Lessor will not be liable for Fuel Costs which ensue from misuse in any form as a result of fraud by the Driver of the Car, whether or not with the cooperation of the owners of petrol stations.
 2. Lessor will not be liable for damage suffered by Lessee related to not being able to use the Fuel Card, regardless of whether the cause of this inability to make use of the Fuel Card is due to damage of the Fuel Card, the electronic payment system being temporarily out of service or as the case may be otherwise.
6. Other provisions
1. In case of termination of the Lease Agreement, the Fuel Card must be returned by Lessee to Lessor, unless Lessor has agreed to the Fuel Card remaining temporarily in the use of Lessee in connection with another Leased Item to be made available by Lessor to Lessee. Lessee will remain liable for the consequences (including damage and costs) attached to the use of the Fuel Card until the point in time when the Fuel Card has been received by Lessor.
 2. Lessor will be entitled to annually revise the (administrative) costs of the use of the Fuel Card charged to Lessee.

