

DAIMLER TRUCK FINANCIAL SERVICES NEDERLAND B.V.

Definitions

In these general terms and conditions ("General Terms and Conditions"):

Client: the (natural or legal) person named in the Agreement with whom DTFS has entered into an Agreement;

Agreements: the financial lease agreement concluded between DTFS and the Client, on the basis of which a Vehicle purchased by DTFS from the Dealer at the Client's request is made available to the Client by DTFS;

Dealer: the supplier of the Vehicle as described in the Agreement;

DTFS: the company named in the Agreement Daimler Truck Financial Services Nederland B.V. with its registered office in Nieuwegein and/or its legal successor(s);

Lease term: the monthly term due agreed in the Agreement;

Period of validity: the term of the Agreement specified in the Agreement;

Vehicle: the Vehicle made available to the Client by DTFS pursuant to the Agreement, as well as parts and accessories that are or will be fitted to replace or renew them.

Article 1 Applicable Scope

1.1 These General Terms and Conditions apply to all offers and agreements relating to financial lease (hire purchase), in which reference is made to these General Terms and Conditions. Any deviation from these General Terms and Conditions may only be agreed in writing.

1.2 The Client's general (purchase) conditions, under whatever name, do not apply.

1.3 DTFS is entitled to adapt these General Terms and Conditions to changed (legal) circumstances, without the Client having the right to terminate the Agreement. DTFS shall notify the Client of such an adjustment in writing or electronically. Up to 30 days after the adjustment date, the Client has the right to refuse the adjustment if the adjustment leads to substantial changes, unless these changes result from a mandatory legal regulation or provision. In the event of refusal to amend the general terms and conditions, the old general terms and conditions shall continue to apply to the existing Agreements. The new general terms and conditions will apply to new lease agreements. If the Client does not exercise this right, they shall be deemed to have agreed to the amendment(s).

Article 2 Conclusion and duration of an Agreement

2.1 An Agreement is concluded when DTFS has received a signed, unchanged copy of the Agreement from the Client. An Agreement is concluded so sooner when DTFS and the Client have started to execute the Agreement.

2.2 Without prejudice to the right of DTFS to terminate the Agreement in advance, as described in Article 12 of these General Terms and Conditions, the Agreement shall be entered into for the Term specified therein.

Article 3 Settlements

3.1 The Lease Instalments must be paid monthly in advance. Payment shall be made by direct debit at the latest on the first day of the respective calendar month. The Client has authorised DTFS by means of a “SEPA standing order” to collect automatically all that the Client owes DTFS under the Agreement or may still owe DTFS. If the Client does not, or no longer, pay via direct debit or if there is a cancellation, DTFS may increase the Lease Term by an amount of € 2.50 excl. VAT on administration fees.

3.2 The Client may not set off. The Client may not deduct a (alleged) claim on DTFS from its payment obligations to DTFS. DTFS may offset.

3.3 The obligation to pay the Lease Instalments due starts on the delivery date as stated in the Agreement. If the delivery date of the Vehicle is not on the first of the month, the Customer shall owe the Lease Term on a pro rata basis for the remaining part of that month.

3.4 The Client may never suspend its obligations under the Agreement. If, for any reason whatsoever, the Client cannot use the Vehicle, the Client shall not be entitled to suspend, suspend or unilaterally terminate or terminate any payment to DTFS in whole or in part.

3.5 The Client shall pay the Lease Instalments at the latest on the agreed date. In the event of late payment, the Client is in default by operation of law without a notice of default being required. The Client is liable to pay late payment interest of 1.5% per month on the amount due for the duration of the default, whereby a part of a month counts for a full month.

3.6 Out-of-court costs incurred by DTFS to collect its claim(s) shall be borne by the Client:

a. if the Client is a natural person who is not acting in the exercise of a profession or business, the rates set out in the Scale of Extrajudicial Collection Costs (BIK) shall apply;

b. in all other cases, the costs are calculated on the basis of 15% over the Lease Instalments that have not yet been paid and the Lease Instalments that are still to be paid, with a minimum of € 200,- excl. VAT.

3.7 The Client is obliged to provide (additional) security at DTFS’s first request. This security shall lapse after the Client has fulfilled all its obligations under the Agreement.

Article 4 Transfer of rights and obligations

4.1. DTFS has the right to transfer or pledge the ownership of the Vehicle and the fulfilment of its obligations and the claims, powers, rights, privileges and actions relating to the Agreement to one or more third parties. DTFS informs the Client of a transfer. By signing the Agreement, the Client grants its cooperation and consent in advance to a transfer by DTFS of its obligations and rights under the Agreement and the supplementary agreements by means of a transfer or an assumption of the Agreement. This consent cannot be revoked.

4.2 The Client is not entitled to transfer all or part of its legal relationship with DTFS under the Agreement to a third party. The Client is also not entitled to transfer or pledge any claims arising from the Agreement to a third party. The transfer of the legal relationship also includes the situation as described in Article 12.1 (m).

Article 5 Ownership

5.1 The Vehicle shall remain the property of DTFS until the Client has fulfilled all its obligations under the Agreement. The Customer may use the Vehicle during the Term and acquires the “economic” ownership of the Vehicle, but DTFS is the legal owner of the Vehicle. The Customer is not authorised to dispose of, lease or otherwise use the Vehicle to a third party. The Customer may not pledge or otherwise encumber the Vehicle.

5.2 The registration certificate is issued in the Client's name. The naming code remains with DTFS at all times. If the Client unexpectedly has the naming code, it will be made available to DTFS directly. If the registration certificates and/or plates are missing, the Client must immediately report this to DTFS. The costs of replacement or the resulting damage shall be borne by the Client. The Client shall provide new licence plates and/or registration certificates.

5.3 If third parties assert rights in respect of the Vehicle, assert a claim or otherwise take measures or threaten to do so, the Client is obliged to inform these third parties immediately of DTFS's ownership right. The Client shall inform DTFS of these third parties within 24 hours and, if necessary, shall make arrangements to secure DTFS' property. Any resulting costs shall be borne by the Client.

5.4 If the Customer fails to return the Vehicle covered by the Agreement within the agreed period as a result of an existing claim for return of DTFS or if, in the opinion of DTFS, there is a default, the vehicle manufacturer or providers of the Telematics Services installed in the Vehicle (e.g. Mercedes-Benz Trucks Fleetboard), transmit data relating to the Vehicle and its location to DTFS for the purpose of processing the claim for return. Such processing is based on the legitimate interest that DTFS has in executing the claim for return of the Vehicle. In the same context, DTFS has a legitimate interest in providing the vehicle and location data to service providers hired to collect the Vehicle and to legal authorities.

Article 6 Delivery

6.1 The Vehicle is made available to the Customer by the Dealer on behalf of DTFS. The Customer is obliged to check the condition and design of the Vehicle. By signing the Agreement and the receipt by the Customer, the Customer is deemed to have received and accepted the Vehicle in accordance with the order. Delivery takes place from the moment the receipt is signed by the Customer. If the Customer is unable to be present at the delivery or to sign the receipt or if it has not been signed for any reason whatsoever, the Vehicle will be delivered if it is out of the de facto power of DTFS.

6.2 DTFS is not liable for visible or hidden defects in the Vehicle. The receipt signed by the Customer is proof that the Vehicle has been delivered complete, ready for use, in good condition and free of defects.

6.3 DTFS shall not be liable for the Dealer's failure to deliver the Vehicle on time or correctly on the scheduled date. This delivery date is only an indication. Exceeding a delivery period specified by DTFS or not in the Agreement shall not result in default, nor shall the Client be entitled to terminate the Agreement or terminate it in any way.

6.4 Unless otherwise agreed in writing, the Vehicle shall be delivered in the version specified by the manufacturer for the Netherlands, equipped, if required, with the accessories and options ordered by the Client and any agreed bodies and/or attachments if these are homologated.

Article 7 Use

7.1 The Customer shall take good care of the Vehicle, strictly follow the instructions in the Owner's Manual, effectively protect the Vehicle against theft, fire and damage and use it according to its nature and purpose, in compliance with the applicable traffic regulations. The Customer is not permitted to affix additional accessories, options and/or lettering or advertising to the Vehicle, unless DTFS has given its written consent to do so.

7.2 DTFS is not liable to third parties with regard to the Vehicle. If DTFS is nevertheless obliged to pay a claim from a third party in relation to the Vehicle, the Client shall indemnify DTFS in advance for these costs. The Client shall indemnify DTFS at first request for all claims based on, for example, violation of laws, regulations and other applicable provisions, relating to the condition and use of the Vehicle.

7.3 The Client shall strictly comply with national and international rules relating to cabotage. The Customer must inform DTFS immediately as soon as it is determined that the Vehicle is in breach of the cabotage regulations.

Article 8 Maintenance and repairs

8.1 The Customer shall ensure that the Vehicle is always in a complete, original and good condition. Adaptation and/or modification, including chip tuning or wrapping, of the Vehicle is not permitted.

8.2 The Customer is obliged to maintain the Vehicle in accordance with the manufacturer's instructions and in accordance with the appropriate documents (maintenance booklet) or systems in the Vehicle. Maintenance must be carried out by an authorised repairer of the Vehicle's brand and/or a company authorised by DTFS for this purpose.

8.3 A defect in the odometer, tachograph or operating hours counter must be reported to DTFS immediately in writing. The fault must be rectified as soon as possible. The Client shall enable DTFS to determine the number of kilometres driven/operating hours during the period in which the odometer, tachograph and operating hours counter were defective. If the number of kilometres driven cannot be determined unambiguously afterwards, DTFS shall make a reasonable and fair estimate, which shall be binding on the parties.

8.4 DTFS is not liable for damage suffered by the Customer, such as the costs of replacement transport, due to the Vehicle not being able to be used due to maintenance, repair or other reasons. DTFS is also not liable for any consequential damage.

8.5 DTFS is entitled to temporarily install a data logger in the Vehicle for the purpose of monitoring the use of the Vehicle. The costs of assembly and disassembly shall be borne by DTFS. The Client shall cooperate with the installation of a data logger at the first request of DTFS.

Article 9 Risk and insurance

9.1 The following applies to insurance:

a. All risks relating to the Vehicle shall be borne by the Customer. The Customer is liable to DTFS for loss, theft, damage and destruction of the Vehicle and/or related items;

b. The Customer is obliged to insure the Vehicle for the entire Term and to keep it insured for its legal liability (LI) as well as for damage to the vehicle. When taking out the insurance, the Customer is obliged to inform the insurer that the Vehicle is financed by means of financial lease and to include DTFS as the beneficiary of the insurance;

c. At DTFS' request, the Client shall provide DTFS with proof of (i) the insurance, (ii) the appointment of DTFS as beneficiary and (iii) the payment of insurance premiums. If the Customer does not provide these documents or does not provide them on time, DTFS shall be authorised to insure the Vehicle itself. DTFS may, in that case, increase the Lease Term in order to recover the costs of the insurance from the Client;

d. If the Vehicle is involved in an (damage) accident, the Customer shall refrain from any acts, commitments and declarations from which any acknowledgment of liability may be derived and shall generally refrain from anything that may harm the interests of the insurer;

e. Damage to or loss of the Vehicle does not in any way affect the obligations incumbent on the Customer under the Agreement;

f. The Customer shall ensure that the Vehicle is repaired within 60 days of the date of the damage.

g. The Client shall notify DTFS of any damage, loss, loss, embezzlement, burglary or theft within 24 hours by telephone and in writing. The Customer shall report damage to or with the Vehicle to the insurer in writing within the period specified in the insurance contract using the applicable claim form and send a copy to DTFS. The Client must submit a declaration of loss, misappropriation, burglary or theft within 24 hours of the time of the occurrence of the damage and send a copy of the declaration to DTFS.

Article 10 Motor vehicle tax or ownership tax

10.1 The Customer shall be responsible for the timely payment of all taxes or other charges levied by the government on the basis of the registration, ownership, ownership or use of the Vehicle or to be levied in the future, unless these costs are explicitly included in the Lease Term.

Article 11 Adjustment of the Lease Term

11.1 After the conclusion of the Agreement, DTFS is authorised to adjust the Lease Term without the Client being authorised to terminate the Agreement or otherwise terminate it. In the event of price changes that take effect in the period between the Vehicle's order and the actual delivery and commencement of the Agreement.

11.2 The adjusted Lease Term applies from the moment that the circumstances have changed. DTFS is not entitled to unilaterally change the rental purchase price. The amendment described in Article 11.1 shall only apply to the other components of the Agreement.

11.3 If the Agreement is amended at the Client's request, DTFS shall receive a fee of € 500,- excl. VAT is payable.

Article 12 Interim termination and termination of the Agreement

12.1 Without prejudice to the right to compensation, DTFS is entitled to terminate the Agreement with immediate effect, without judicial intervention, by means of a unilateral written declaration and to take possession of the Vehicle, if:

a. the Client acts in breach of any article(s) of the Agreement or the General Terms and Conditions or fails to fulfil any obligations arising from the Agreement;

b. the Customer is two or more months in arrears with the payment of the Lease Instalments and, after being given notice of default, he does not (fully) fulfil his obligations;

c. DTFS has reasonable doubts that the Client will no longer be able to pay its Lease Instalments or fulfil its obligations under the Agreement;

d. the Vehicle is not insured, the insurance premiums are not paid or the insurance of the Vehicle has been terminated by or on behalf of the insurer;

e. a request for suspension of payment or bankruptcy has been made or declared in respect of the Client, the Client has been placed under receivership or the debt restructuring arrangement for natural persons has been declared applicable to the Client;

f. the Vehicle has been seized;

g. the Client has left the Netherlands, has deregistered from the municipal basic administration or the commercial register of the Chamber of Commerce, or it can reasonably be assumed that the Client will leave the Netherlands within a few months or will have deregistered from the municipal basic administration or the

commercial register of the Chamber of Commerce;

h. the Client has died, or if the Client ceases or threatens to cease to carry on the business, if the legal entity has been dissolved, split or merged or if there is (an intention to) (turbo)liquidation;

i. the Vehicle is misappropriated, missing, alienated or confiscated or, if the Vehicle is destroyed in whole or in part, declared total loss or damaged;

j. the Client has deliberately provided DTFS with incorrect or incomplete information, with a view to entering into the Agreement, of such a nature that DTFS would not have entered into the Agreement or would not have entered into the Agreement under the same conditions if it had been aware of the correct situation;

k. the Client has unambiguously indicated that it intends to terminate the Agreement and/or will not continue to comply with it;

l. there is an unacceptable risk under the Wft, the Wwft and/or Sanctions Act and/or (internal) integrity rules, whether or not after an interim investigation; and

m. if there is an acquisition or transfer of control, directly or indirectly, of the Client or a part thereof or in the event of a substantial change in the shareholder structure of the Client's organisation, or if there is an intention for such a change.

12.2 The Client undertakes to inform DTFS immediately and in writing if one or more of the situations described in Article 12.1 arises.

12.3 In the event that DTFS has terminated the Agreement for one of the reasons mentioned in Article 12.1, the Customer shall no longer be entitled to use the Vehicle and shall return the Vehicle, including all related items and documents, to DTFS without delay and free of advertising and/or lettering.

12.4 If DTFS terminates the Agreement, the Client shall, without prejudice to DTFS' right to full compensation, be liable for compensation amounting to (the sum of):

a. the sum of the overdue Lease Term and any other amounts charged by DTFS to the Client but not yet paid and the late payment interest due in this respect as well as the expenses and/or costs incurred for the Client but not yet charged;

b. the total of the Lease Instalments still to be paid that the Client would have had to pay if the Agreement had not been terminated, as well as the agreed final instalment;

c. the costs incurred for the return, storage and transport of the Vehicle;

d. Administrative expenses

e. the extrajudicial costs as set out in Article 3.6 of these General Terms and Conditions; and

f. the handling costs of the sale of the Vehicle in the amount of € 995,- excl. VAT

12.5 The Agreement shall be terminated in the event of destruction of the Vehicle in the event of a total loss and in the event of theft of the entire Vehicle where the Vehicle is not found within 30 days.

12.6 After dissolution and sale, DTFS shall deduct the net sales proceeds of the Vehicle pursuant to Article 7:92 of the Civil Code from the claim as described in Article 12.4 of these General Terms and Conditions. If DTFS receives

compensation from the insurance, it shall also deduct this from the compensation under Article 12.4. If the insurer pays more to DTFS than the claim as set out in 12.4, the Client shall receive the difference between these amounts.

Article 13 Early settlement

13.1 The Client is entitled, after consultation with DTFS, to pay the total of the future Lease Term to DTFS at once. In this case, the Client is entitled to an interest discount, calculated on the interest part that is included in the future Lease Term.

13.2 If the Client settles early, the Client shall pay DTFS an additional fee of € 500,- excl. VAT.

Article 14 Final term/transfer of ownership

14.1 After the expiry of the Term or after early repayment of the future Lease Instalments, the Client shall be liable for the final instalment specified in the Agreement.

14.2 The Customer acquires ownership and the Vehicle's designation code after all Lease Term and the final term have been received by DTFS and it is no longer possible to reverse any amounts received and the Customer has also fulfilled all its obligations under the Agreement.

14.3 After the Client has entered into bankruptcy, or a suspension of payment has been requested or the WSNP has been declared applicable to the Client, ownership of the Vehicle shall only pass (to the Client) after all obligations arising from all Agreements concluded between the Client and DTFS and/or its affiliated companies have been fulfilled. The provisions of Article 13 of these General Terms and Conditions apply in full.

Article 15 Final settlement

15.1 After the Agreement has ended, DTFS is entitled to draw up a final settlement.

Article 16 Address changes/registration/personal data

16.1 The Client is obliged to notify DTFS of any changes of address in good time and in writing, stating the Agreement number.

16.2 DTFS registers the data relating to the Agreement in its administration and - if the Client is a natural person - with the Stichting Bureau Kredietregistratie in Tiel (Stichting BKR).

16.3 The personal data and other data to be obtained by DTFS in relation to the Client shall be processed as referred to in the General Data Protection Regulation (GDPR) Implementing Act and the General Data Protection Regulation (GDPR) for the provision of services as referred to in these General Terms and Conditions and for other purposes as referred to in the GDPR and the GDPR. Insofar as the Client's consent is required, the personal and other data will only be processed in accordance with such consent.

16.4 The processing referred to in Article 16.3 enables DTFS to provide the Client with optimum service, provide the Client with up-to-date product information in good time, make personalised offers and fulfil its obligations to the Client. DTFS will only make data available to third parties if this is permitted by the GDPR and the GDPR, for example because the disclosure is necessary to comply with any legal obligation or if it is necessary to properly perform the Agreement. The data is also made available to the companies affiliated with DTFS as part of product information, (direct) marketing activities and other services. The Client has the right to access and correct the data. The Client may withdraw its consent to processing for direct mailing activities from DTFS at any time.

16.5 The DTFS privacy statement can be viewed at: <https://en-nl.dtf.nl/privacy-policy-2/>

Article 17 Disputes and governing law

17.1 The Agreement shall be governed exclusively by Dutch law. In the event of any disputes, the Court of Midden-Nederland, Utrecht shall have exclusive jurisdiction. DTFS may also refer the matter to the court having jurisdiction under the law.

Article 18 Final provisions

18.1 Should any part of the Agreement or these General Terms and Conditions be or become void, this shall not affect the validity of the remaining provisions. In this case, the parties are obliged to replace the destroyed part with a provision that comes as close as possible to the purpose of the part in question.

18.2 DTFS checks the Customer's financial data for creditworthiness. DTFS will also be able to obtain information from the BKR Foundation, among others.

18.3 DTFS' administration determines what the Client must pay to DTFS at any time. DTFS's administration provides compelling proof to the Client. The Client may always try to prove the contrary.

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