

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 operational lease agreement concluded between DTFS and the Client, on the basis of which a Vehicle designated at the Dealer's request by the Client is leased by DTFS to the Client;
- 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);
- Annual mileage: the annual use of the Vehicle in kilometers and/or operating hours agreed in the Agreement;
- 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 operational leases, 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 by electronic means. 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 an unchanged copy of the Agreement signed by 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 13 of these General Terms and Conditions, the Agreement shall end after the agreed Term, calculated from the time of

delivery (Article 6) of the Vehicle to the Customer.

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 shall notify the Client of any transfer in writing in good time. 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 takeover 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 13.1 (m).

Article 5 Ownership

5.1 The Vehicle shall remain the property of DTFS at all times. The Client is not permitted to dispose of, pledge or otherwise encumber the Vehicle and (other than with the prior written consent of DTFS) rent the Vehicle or to give it to third parties for the purpose of not using it or making use of it.

5.2 The registration certificate shall be issued in the Client's name, unless otherwise specified by DTFS. 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 license 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. If, after approval, the Customer has made such statements, then the Customer is obliged to remove any extras it has made

as intended above, without damage to the Vehicle, at its own expense and risk, at the end of the Term.

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 arising from violations of laws, regulations and other applicable provisions, relating to the condition and use of the Vehicle.

7.3 Traffic or other fines or charges caused by the use of the Vehicle by the Client (including explicitly its employees) shall be charged by DTFS to the Client. In that case, DTFS shall charge the Client an administration fee of € 10 excl. VAT per fine or charge. The Client shall pay the fine or charge, including administration fees, in good time.

7.4 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 and 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 kilometers driven/operating hours during the period in which the odometer, tachograph and operating hours counter were defective. If the number of kilometers 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.

If the costs for repair and maintenance are part of the Agreement, Articles 8.6-8.13 also apply:

8.6 The Lease Term includes the costs of repair and maintenance, including the necessary materials, lubricating oils and greases, and the performance of maintenance. Repairs and maintenance must be carried out by an authorised repairer of the Vehicle's brand and/or a company authorised by DTFS for this purpose. If repairs and maintenance are carried out by another party, DTFS shall not be obliged to pay the costs thereof.

8.7 The costs of repair and maintenance resulting from excessive wear and tear, improper use, misuse or negligence, as well as daily maintenance of the Vehicle, shall be borne by and at the risk of the Customer. The costs of repair and maintenance of parts, accessories, options, add-ons and/or attachments not expressly included in the Agreement will not be reimbursed by DTFS. Daily maintenance in any case includes (this list is not exhaustive): taking the permanent inspection and maintenance measures specified in the operating instructions, checking and

topping up engine oil, coolant, brake fluid, antifreeze, grease, window cleaner and tyre pressure at your own expense (insofar as this is not covered by the Agreement). In addition, the Client shall check the tightness of the wheel nuts and bolts and retighten them if necessary after repairs and tyre changes, then after approximately 50 kilometers and then at regular intervals.

8.8 Any additional costs incurred because the Client has work performed outside normal working hours and outside normal maintenance shall be borne by the Client.

8.9 Repairs to the Vehicle abroad shall only be carried out after obtaining the consent of DTFS. The associated costs will only be borne by DTFS insofar as they were also incurred in the Netherlands.

8.10 During the term of the Agreement, DTFS is entitled at any time to use original remanufactured (replacement) parts when replacing parts.

8.11 Unless otherwise stated in the Agreement, the following costs are not included in the Lease Term:

- a. tyre and window repairs and replacements;
- b. repairs necessary due to technical damage caused by improper use or operation or negligence therein, such as damage caused by overloading in any form whatsoever, to be proven by DTFS;
- c. labour and materials for intermediate additive refills;
- d. Repair of body damage;
- e. painting and cleaning the Vehicle;
- f. the maintenance and repair of parts that do not belong to the standard Dutch version of the Vehicle;
- g. work on bodies or retrofitted accessories;
- h. Loss or theft of parts;
- i. all additional costs to restore the condition of maintenance as a result of maintenance work not carried out or not carried out on time; and
- j. repairing and/or replacing the (high-voltage) battery.

8.12 If **ServicePlus is NOT** part of the Agreement, the following costs are not included:

- a. labour and materials for interim oil refilling;
- b. all statutory inspections that are mandatory or are still mandatory and whether or not periodically; and
- c. towing or recovering the Vehicle.

8.13 The customer agrees to the provision of the Mercedes-Benz Trucks Uptime services for DTFS.

8.14 During the last two months of the Term, repairs and maintenance shall only be carried out after consultation with DTFS.

Article 9: Service Components

9.1 The following service components (A to D) only apply if and to the extent agreed in the Agreement.

A. Replacing tyres

A1 If the costs for replacing tyres are included, this relates exclusively to costs resulting from normal wear and tear. Tyre replacement at DTFS' expense will take place at the time deemed necessary by DTFS, in any case before the legally required minimum tread thickness is reached and at a service provider designated by DTFS.

A2 The Client is responsible for checking and adjusting the tyre pressure.

A3 If the winter tyres component is part of the Agreement, the tyres must be changed at a service provider designated by DTFS and within the period indicated by DTFS.

A4 The winter tyres are stored at a service provider to be determined by DTFS and remain the property of DTFS.

B. Mercedes-Benz Trucks Fleetboard

B1 The monthly Mercedes-Benz Trucks Fleetboard payments are collected by DTFS in accordance with Article 3.1. The General Terms and Conditions of the Fleetboard Master Agreement apply to this service and are already provided to the Customer separately. These General Terms and Conditions can be downloaded from the [website www.daimlertruck-financialservices.com](http://www.daimlertruck-financialservices.com).

C. Mercedes-Benz Trucks Uptime

C1 The monthly Mercedes-Benz Trucks Uptime payments are collected by DTFS. The General Terms and Conditions of Mercedes-Benz Trucks Uptime apply and have already been provided to the Customer separately. These General Terms and Conditions can be downloaded from [the website www.daimlertruck-financialservices.de](http://www.daimlertruck-financialservices.de).

D. Charging Points

D1 The costs of a charging point to be installed on the Client's premises ("Charging Point") are included in the Lease Rate and are processed in such a way that the Client pays the costs of the Charging Point to DTFS and acquires ownership at the start of the Agreement.

D2 The Charging Point shall comply with the Dutch standard for safe charging.

D3 The Client shall inform its land insurer that a Charging Point has been installed on its yard.

Article 10 Risk and insurance

10.1 Both if the costs of insurance of the Vehicle are included in the Lease Term and in the situation where the costs of insurance of the Vehicle are not included in the Lease Term, the following applies:

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

b. If the Vehicle is involved in a claim, 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;

c. In the event of loss or loss of the Vehicle lasting more than 30 days or in the event of a (technical and/or economic) total loss declaration of the Vehicle, the Client shall pay DTFS the book value of the Vehicle, as shown in

DTFS' books. This book value is reduced by any insurance premiums paid directly to DTFS by the insurer. It may be increased by the other fixed costs of the Lease Term not yet expired at that time, until the time when the Agreement could be terminated by DTFS for the first time without additional costs and/or compensation;

d. In the event of loss or loss of the Vehicle lasting more than 30 days or in the event of a (technical and/or economic) total loss declaration of the Vehicle, without prejudice to the provisions of paragraph c of this article, the additional/reduced mileage shall be settled on the basis of the mileage last known to DTFS and extrapolated to the early end date;

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

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

10.2 If the costs of insurance are not included in the Lease Term, the following shall also apply:

a. The Customer is obliged to insure and keep the Vehicle sufficiently insured throughout the Term for its legal liability (LI) as well as for body damage. The risk of underinsurance rests entirely with the Client. The Client is obliged to inform the insurer that the Vehicle is being leased by means of operational lease and to include DTFS as the beneficiary of the insurance;

b. The Customer shall notify DTFS of any damage, loss, loss, embezzlement, burglary or theft of the Vehicle by telephone within 24 hours. 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. The Client shall pay damage to the Vehicle with a repair value exceeding € 3.000 excl. VAT to DTFS;

c. In the event of damage, the Customer is obliged to have the Vehicle repaired - after consultation with DTFS. In the event of total loss, the Client is obliged to transfer its insurance claims to DTFS and to notify the insurer that all claims payments must be transferred directly to DTFS.

10.3 If the insurance costs are included in the Lease Term, the following applies in addition to the provisions of Article 10.1:

a. All possible risks that are not, or are not fully, covered under the applicable insurance conditions shall remain at the Client's expense. The deductible to be charged by the insurer shall at all times be borne by the Client. By signing the Agreement, the Client declares that it is aware of and agrees to the terms and conditions of the insurance. The insurance terms and conditions are always available for inspection at the DTFS office and a copy will be sent to the Client free of charge upon first request. The insurance conditions can be downloaded from [the website www.daimlertruck-financialservices.nl](http://www.daimlertruck-financialservices.nl);

b. DTFS shall be entitled at any time to bear the risks of damage to the vehicle itself or to hire third parties appointed by it for this purpose;

c. The Client shall notify DTFS of any damage, loss, embezzlement, burglary or theft by telephone within 24 hours and shall then immediately confirm this in writing to DTFS by means of a claim form completed by the Client. If, after repeated request, no written claim has been made, DTFS is entitled to recover the amount of the claim, plus costs, from the Client.

Article 11 Motor vehicle tax or ownership tax

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

Article 12 Lease Price/Adjustment

12.1 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:

a. if the costs of maintenance and repair or the costs of replacing the tyres are included in the Lease Term and these have increased. This increase is permitted when the costs for a vehicle with a GVW (i.e. the vehicle's own weight plus the maximum permissible payload) of not more than 3500 kg have increased by more than 5 (five) percent or when the GVW is more than 3500 kg. Any increase shall be based on the change in the costs of wages, materials and lubricants for repair, maintenance or tyres, as shown by the index figures established by the CBS for the relevant wages and prices for that period;

b. in the event of a clearly different or special use of the Vehicle, any additional costs may always be charged to the Customer after a different or special use has been detected;

c. if levies or other measures imposed by public authorities give rise to this;

d. if changes to insurance premiums give rise to such changes;

e. if it appears that the number of kilometers and/or operating hours driven with the Vehicle deviates by more than 10% from the agreed mileage/operating hours for the month. In this case, DTFS is entitled to adjust the Lease Term with retroactive effect to the start of the Agreement, as well as to adjust it for the remaining Term.

The Annual Mileage is adjusted taking into account the maximum number of kilometers/operating hours to be driven with the Vehicle. This maximum depends on the type of Vehicle and is determined by DTFS;

f. if price changes and/or BPM changes occur, which have become effective in the period between the order of the Vehicle and the actual delivery and entry into force of the Agreement.

12.2 The adjusted Lease Term applies from the moment that the circumstances have changed.

12.3 In the event of a change to the Lease Term pursuant to Article 12.1 sub e, DTFS is also entitled to adjust the altitude of any purchase option in proportion.

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

12.5 In addition to the last sentence of Article 12.1(e) of these General Terms and Conditions, the maximum number of kilometers for an electric Vehicle is:

a. 500,000 kilometers for the eActros 300/400 in a maximum of 96 months.

b. 1,000,000 kilometers for the eActros 600 in a maximum of 96 months.

If these maximum mileages are reached before the Term has expired, this shall give rise to a ground for termination as set out in Article 13.1 of these General Terms and Conditions.

Article 13 Interim termination and termination of the Agreement

13.1 Without prejudice to the right to compensation, DTFS is entitled to terminate the Agreement with immediate effect and without judicial intervention by means of a unilateral written declaration and to take over 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 Client is two or more months in arrears with the payment of the Lease Instalments and, after having been given notice of default, he/she does not (fully) fulfil his/her 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 trade 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 deregister from the municipal basic administration or the trade 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. 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.

13.2 The Client undertakes to inform DTFS immediately and in writing if one of the situations described in Article 13.1 is involved.

13.3 In the event that DTFS has terminated the Agreement for one of the reasons mentioned in Article 13.1, 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.

13.4 If DTFS terminates the Agreement, the Client shall, without prejudice to DTFS' right to full compensation, be liable for damages in the amount of (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. an amount equal to three (3) Lease Term, plus any negative difference between the book value of the Vehicle as shown in DTFS's records and the realised sale price of the Vehicle;
- 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

Article 14 Returning the vehicle

14.1 On the date on which the Agreement ends - including in the event of termination pursuant to Article 13 of these General Terms and Conditions - the Customer shall return the Vehicle with all associated items and documentation cleaned, free of damage, provided with a Dutch registration (number plate) and in good condition to the address in the Netherlands agreed by DTFS with the Customer.

14.2 No earlier than six months before the date on which the Agreement ends, the Client will receive a message from DTFS with more information about the return process and will have DTFS carry out an inspection at a location agreed with the Client. An inspection/return report will be drawn up on site for this inspection and signed for approval by the Client and a representative of the receiving party on behalf of DTFS. If the Customer does not sign this report, DTFS will transport the Vehicle to TruckStore at the Customer's risk, where a final inspection/return report binding on the Customer will be drawn up. The Customer is responsible for the condition in which the Vehicle is returned until it is finally taken back.

14.3 If the costs of the tyre replacement service component (Article 9 (A)) are not included in the Lease Term, the tyres of the Vehicle must have a tread of at least 30% of the tyre tread depth of a new tyre upon return.

14.4 If the Vehicle is not returned free of additional accessories, options, lettering or advertising, DTFS is entitled to charge the costs and/or damage incurred in full to the Client and recover them.

14.5 If the Vehicle with all associated items and documentation is not returned on time, the Client shall owe DTFS a penalty of € 250 excl. VAT per day. In the event of non-compliance with the obligation to return the Vehicle, DTFS shall be entitled to take back possession of the Vehicle itself or have it taken back at the Customer's expense. The associated costs shall be borne by the Client.

14.6 The Client has no right of retention or other right of suspension with respect to the Vehicle for any claim against DTFS.

14.7 If a call option has been granted by DTFS, it can only be exercised after the expiry of the Term and after the Client has notified this in writing and has paid the final settlement in full.

Article 15 Final settlement

15.1 After the Agreement has ended, DTFS shall draw up a final settlement, in which settlement of more or less kilometers driven/running hours may take place, as well as of any further settlements, such as those pursuant to Article 12 and Art. 14 of these Terms and Conditions. If, after the expiry of the Agreement, the Client makes use of any purchase option included in the Agreement, the settlement with regard to the additional/reduced kilometers/running hours shall relate exclusively to the service components tyres, repair and maintenance, if any, included in the Lease Term and therefore not to the component depreciation or repayment.

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://nl-nl.dtfs.nl/privacy-policy/>

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.

Daimler Truck Financial Services Nederland B.V.

September 2024