



# General terms and conditions

## Operational lease

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# Definitions

These general terms and conditions contain definitions, which are written with a capital letter. These definitions have the following meanings:

**Agreement(s)** the Framework Agreement, Lease Contract and any other agreements (combined) between the Customer and Alphabet;

**Alphabet** the private limited liability company, Alphabet Nederland B.V.;

**Amortisation** the cost of the leased vehicle minus the residual value of the leased vehicle, as calculated by Alphabet;

**Annual Kilometrage** the number of kilometres that will be or has been driven by the Leased Vehicle on an annual basis;

**Associated Company** a company legally associated in any way with the Customer;

**Book Value** the value of the Leased Vehicle as stated in Alphabet's records;

**Commercial Value:** the market price paid to Alphabet for the Leased Vehicle;

**Cost Price** the total sum for the purchase and preparation of the Leased Vehicle;

**Customer** the natural person or legal entity with which Alphabet has concluded the Agreement(s);

**Delivery Date** the date on which the Leased Vehicle is delivered to the Customer;

**Driver** the individual who will drive the Leased Vehicle with the consent of the Customer within the meaning of the Dutch Road Traffic Act;

**Duration** the period between the Delivery Date and the termination of the Lease Contract;

**Electric Transportation** a Leased Vehicle run on an electric motor alone;

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

**Grid** an overview of Lease Rates payable in relation to a specific Duration and a specific Annual Kilometrage;

**Grid Point** a Lease Rate stated in a Grid, applying to a specific Duration and a specific Annual Kilometrage;

**Hired Car** the vehicle made available to the Customer based on the Lease Contract;

**Intake Protocol** the guideline on which Alphabet bases its assessment of the state of the Leased Vehicle on intake;

**Interest** the applied interest rate;

**Lease Contract** the agreement on the Leased Vehicle between Alphabet and the Customer;

**Lease Rate** the monthly amount paid for the Leased Vehicle;

**Leased Vehicle** a vehicle made available to Customer under the Lease Contract for the Duration;

**Leased Vehicle Replacement** a vehicle made temporarily available to the Customer as a replacement for the Leased Vehicle;

**Mobility Card** the (payment) card made available to the Customer by Alphabet in order to obtain fuel, energy, and/or any other products or services as agreed;

**Online Application** software of Alphabet that can be used by the Customer;

**Pick-up Service** the transportation of a Leased Vehicle at the request of the Customer;

**Policy Conditions** conditions drawn up by the insurer applying to insurance(s) and cover;

**Rates Table** the table stating the fees that can be charged to the Customer;

**Subsidy** any subsidies, discounts and investment premiums that can be granted by the government.

General Terms and Conditions  
For your convenience we have  
included text blocks containing  
a short explanation.

# Article 1

## Application of the General Terms and Conditions

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

- 1.1** These general terms and conditions apply to all offers and quotations made by and agreements with Alphabet. These shall be made available prior to an Agreement being entered into. Any terms and conditions of the Customer are expressly rejected. These general terms and conditions do not apply to Hired Cars.
- 1.2** On signing the Agreement the Customer declares:
- a. it accepts the applicability of these general terms and conditions to the Agreement(s) and
  - b. that the Leased Vehicle is the property of Alphabet.
- 1.3** Additions to and/or deviations from the Agreement(s) and/or these general terms and conditions shall be recorded in writing.
- 1.4** Amounts stated in these general terms and conditions shall be increased by VAT where applicable.

# Article 2

## The Associated Company

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It is possible for an Associated Company to use your Agreement with Alphabet. In this case you are liable for that company.

- 2.1** The Customer can request Alphabet to allow an Associated Company to enter into Lease Contracts under the Framework Agreement. Alphabet will have to give prior written consent for this. The Associated Company can thereafter enter into independent Lease Contracts with Alphabet, based on the Agreement(s). In this case in these general terms and conditions 'Customer' shall also be understood to refer to the Associated Company.
- 2.2** The Customer is liable for the compliance by the Associated Company with all the obligations under the Agreement(s). The Associated Company is also independently liable. This only applies for the compliance with obligations under the Agreement(s) that relate to that Associated Company. The Customer shall notify Alphabet in writing when an Associated Company ceases to be legally associated with the Customer. The Customer's liability for the Associated Company shall end when all the obligations have been fulfilled. Alphabet shall make separate agreements with the company that is no longer associated with the Customer.
- 2.3** The Customer shall reimburse all costs and damage due to the failure of a (formerly) Associated Company to fulfil its obligations at the first request.
- 2.4** An Associated Company can enter into a Framework Agreement with Alphabet independently based on the conditions in the Agreement(s) with the Customer. In this case the Customer is not liable for the compliance of the Associated Company. The Associated Company shall furnish sufficient security for the fulfilment of all the obligations.

## Article 3

### The Lease Contract

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

- 3.1 The Lease Contract enters into force after it has been signed by Alphabet and the Customer's authorised representative(s). The obligation to pay the Lease Rate and any fuel advance commences on the Delivery Date.
- 3.2 Via the Online Application the Customer can calculate Lease Rates and request quotations without engagement. User conditions apply to the Online Application, which can be viewed online. A Lease Contract is created via the Online Application once this has been approved by Alphabet.

## Article 4

### The Lease Rate

The Lease Rate consists of several components. Most are mandatory some are optional.

The Lease Rate is - where applicable - the sum of the following components:

- a. Amortisation;
- b. motor vehicle tax and other taxes;
- c. premium for liability insurance and all-risk cover;
- d. premium for additional insurances and cover;
- e. Interest;
- f. repair and maintenance costs;
- g. payment in respect of a Leased Vehicle Replacement;
- h. payment in respect of the Mobility Card;
- i. (winter) tyres, including storage, repair and replacement;
- j. management fee and
- k. other costs (regular transport and customer-specific costs).



## Article 5

# Price Adjustments

Due to interim price adjustments, on delivery the Lease Rate may differ from the Lease Rate at the time the order was placed. The rate may also change at a later date.

- 5.1** The Lease Rate is determined by the Duration, the Annual Kilometrage and the agreed components. The amounts stated in the Lease Contract, which is drawn up before the Delivery Date, are provisional. The Lease Rate is established by Alphabet on the Delivery Date, once the definitive Cost Price of the Leased Vehicle is known.
- 5.2** Alphabet is authorised to adjust the Lease Rate in the following situations, summarised by component:
- Component a**  
Amortisation: adjustments can be made subsequent to government measures.
- Component b**  
motor vehicle tax and other taxes: adjustments can be made subsequent to government measures.
- Component c**  
premium for liability insurance and all-risk cover as provided for in article 8.
- Component d**  
premium for additional insurances and cover: in the event of changes in the premium or cost of the insurances charged to Alphabet.
- Component e**  
Interest: Interest adjustments can be made in relation to an individual Lease Contract if the Interest rises by more than 0.25% in a period of three months or longer from the date on which the Lease Contract entered into force until the Delivery Date and the Interest can be adjusted in respect of all new Lease Contracts, after a change in the amounts charged to Alphabet for the funding of its operations due to market developments.
- Component f**  
repair and maintenance costs: based on the indexation of article 5.3.
- Component g**  
reimbursement for a Leased Vehicle Replacement: based on the indexation of article 5.3.
- Component h**  
reimbursement for the mobility card: as provided in article 25.
- Component i**  
(winter) tyres including storage, repair and replacement: based on the indexation of article 5.3.
- Component j**  
management fee: fixed in the Duration.
- Component k**  
other costs: fixed in the Duration.
- 5.3** Indexation can take place in the event of a cost increase after the Delivery Date in excess of 5%. Only the excess of such an increase is charged on. Such an increase shall be established based on the Statistics for Leasing published by the Dutch Central Office for Statistics.
- 5.4** Any Subsidy granted will be deducted from the Lease Rate. Alphabet is entitled to collect the Subsidy on behalf of the Customer. For doing so Alphabet can charge administrative fees and/or statutory interest. The amount of the fees is stated in the Rates Table. The Customer undertakes to pay (back) to Alphabet the Subsidy paid to Customer at the first request of Alphabet. The Lease Rate without Subsidy is payable by the Customer until Customer fulfils this obligation. After the Subsidy has been paid Alphabet will settle the excess Lease Rate paid by the Customer against the Lease Rate actually payable. The Customer has no right to interest on the excess Lease Rate paid.



## Article 6 Use

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

- 6.1** The Leased Vehicle can be used by a Driver, not being the Customer. The Driver thus has the same right to use the Leased Vehicle as the Customer. Furthermore, where this can be reasonably expected of the Driver, the Driver shall fulfil all the Customer's obligations. The Customer shall inform the Driver promptly of all the rights and obligations and ensure that the Driver complies with these.
- 6.2** Statements made by the Driver relating to the receipt, delivery, intake and state of the Leased Vehicle shall be deemed to have been made on behalf of the Customer.
- 6.3** The Customer shall look after the Leased Vehicle with due care and shall take precautions against theft and burglary. The Policy Conditions shall hereby be duly observed.
- 6.4** The Customer shall deploy the Leased Vehicle solely for regular use on the public highways and shall observe the traffic rules, legislative rules and Policy Conditions and ensure that these are observed by others. Any costs arising due to clearly deviant or other use of the Leased Vehicle are payable by the Customer.
- 6.5** The Customer is not allowed to sell the Leased Vehicle, to allow it to be used as security, to use it to transport dangerous substances, to hire it out or to cause it to fall outside the scope of the insurances stated on the Motor Vehicle Insurance Certificate (the green card). Neither is the Customer allowed to perform any modifications or to instruct such modifications to be performed that may endanger safety, or transport people - carpooling excepted - for money. Goods may only be transported with the written consent of Alphabet.
- 6.6** Alphabet shall loan the Leased Vehicle to the Customer after it has become the property of Alphabet. The Customer shall use the Leased Vehicle in the Duration. Delivery will take place after the delivery form has been signed by the Customer or by the Driver.
- 6.7** Not being able to use the Leased Vehicle is for the account of and risk of the Customer, unless such is due to acts or omissions on the part of Alphabet.

## Article 7 Accessories

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

- 7.1** The Customer may fit the Leased Vehicle with accessories at its own expense. The Customer may also use the Leased Vehicle to advertise by means of lettering. For these modifications Alphabet must give its prior consent.
- 7.2** The fitting must be performed by an official dealer for the car brand or by a fitter that is recognised by Alphabet. The cost of accessories made mandatory by the government after the entry into force of the Lease Contract are payable by the Customer.

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- 7.3** Advertisements must be removable without causing damage. The Customer is responsible for such removal at the end of the Duration. A Leased Vehicle Replacement may not be fitted with advertisements.
- 7.4** Accessories that the Customer has had fitted may be removed at the end of the Lease Contract. This is only permitted if such will not result in the Leased Vehicle losing value. Accessories that cannot or may not be removed become the property of Alphabet without payment being required. Alphabet can
- have the accessories removed at the Customer's expense.
- 7.5** The Customer bears the risk of loss, theft and the cost of any accessories fitted by Customer. This also applies with respect to any value loss due to the fitted accessories. The accessories can be insured in consultation.

## Article 8

### Insurance and Assistance

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

- 8.1** Alphabet shall arrange liability and all-risk insurance for the Leased Vehicle unless some other agreement is made.
- 8.2** Separate Policy Conditions apply to the liability and all-risk insurance. These Policy Conditions have been drawn up by a generally recognised insurance company and can be revised.
- 8.3** The Policy Conditions can be viewed on Alphabet's website and a copy can be sent free of charge upon request.
- 8.4** The Customer shall report damage to the Leased Vehicle or to a third party as soon as possible. Such a report must be made within 24 hours of the incident taking place.
- 8.5** Damage not reimbursed by the liability insurance under the all-risk cover is payable by the Customer. This also applies to the so called excess insurance.
- 8.6** In the event of theft the Customer must hand a full set of keys over to Alphabet. There is no all-risk cover if any keys are missing unless this is due to burglary or being forced to give up the keys under duress.
- 8.7** The Policy Conditions and rates in relation to the liability insurance and the all-risk cover can be altered by Alphabet and/or the insurer. The rates for all-risk cover can be reviewed if the claims experience gives reason to do so. Alphabet shall notify the Customer of any changes in writing.
- 8.8** The Customer can purchase assistance via Alphabet in the event of break-down or damage. Any costs associated with this assistance that are not insured are payable by the Customer. Assistance conditions can be viewed digitally on Alphabet's website and a copy will be sent free of charge upon request.

## Article 9

# Repairs, service and tyres

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

- 9.1** The Customer shall have the Leased Vehicle serviced promptly in accordance with the manufacturer's instructions or after it has been recalled for checks, (safety) adjustments or approval.
- 9.2** Repairs and service both at home and abroad are payable by Alphabet provided the following conditions are met:
- Alphabet has consented to such and
  - The work is performed by a recognised supplier. Consent can only be withheld on economic grounds and such may not endanger safety.
- 9.3** On completion of the repair work the Customer shall collect the Leased Vehicle from the repairer immediately.
- 9.4** Alphabet can check the state of the Leased Vehicle or issue instructions to have the Leased Vehicle checked. The Customer shall cooperate in this.
- 9.5** The Customer should report defects observed in the odometer within 24 hours. The number of kilometres driven while the odometer was defective shall be established in consultation according to the standards of reasonableness.
- 9.6** The costs of lubricants and fluids outside the prescribed service schedule are payable by the Customer. The same applies to the washing and polishing of the Leased Vehicle.
- 9.7** Costs due to repairs and services that are the consequence of negligence or improper use are payable by the Customer.
- 9.8** The costs of premature tyre replacement due to the loss of a tyre shall be shared between the Customer and Alphabet. Costs resulting from normal wear and tear are payable by Alphabet. The remaining part is payable by the Customer.
- 9.9** The Leased Vehicle can be fitted with winter tyres, if this is allowed by the manufacturer of the Leased Vehicle. Alphabet shall decide upon the brand of (winter) tyres. The tyres shall be purchased, replaced, stored and changed by the supplier selected by Alphabet. The winter tyres may (only) be used from October through March. The Tyres shall be changed twice per calendar year.



## Article 10

# Leased Vehicle Replacement

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

- 10.1** The Customer can agree that use can be made of a Leased Vehicle Replacement in the Duration.
- 10.2** A minimum period applies, which shall determine the sharing of the costs between the Customer and Alphabet. This period shall be recorded in the Lease Contract.
- 10.3** A Leased Vehicle Replacement can be used if the Leased Vehicle cannot or can no longer be used by the Customer, in the following situations:
- emergency: the Leased Vehicle Replacement shall be made available in the event of theft and the Leased Vehicle being rendered unusable;
  - (damage) repair and/or servicing: the Leased Vehicle Replacement shall be made available if the repair work is expected to last longer than the minimum period.
- 10.4** A Leased Vehicle Replacement shall be made available in the event of theft for the duration of the waiting time stated in the Policy Conditions.
- 10.5** A Leased Vehicle is deemed to have been rendered unusable in the event of total loss and damage or faults as a result of which the Leased Vehicle can no longer be driven. A Leased Vehicle Replacement shall be made available with effect from the date on which the unusability is reported to Alphabet or the assistance agency.
- 10.6** A Leased Vehicle Replacement shall be made available until:
- the Customer is notified that the Leased Vehicle is ready for use again or
  - the Lease Contract is terminated.
- 10.7** After the expiry of the minimum period the costs shall be payable by Alphabet. During the minimum period the costs of the Leased Vehicle Replacement are payable by the Customer. However if the Lease Contract is terminated with retroactive effect as described in article 15.2 and 15.3, the daily hire rate in accordance with Alphabet Rental Services' hire table will be charged.
- 10.8** The costs of a Leased Vehicle Replacement can be charged on in full to the Customer in the event of:
- negligent or improper use of the Leased Vehicle by the Customer and/or
  - seizure or forfeiture of the Leased Vehicle due to an act of the Customer.
- 10.9** A Leased Vehicle Replacement must be returned to a location to be determined in consultation. The Customer may make use of Alphabet's Pick-up Service for this. The costs of this are stated in the Rates Table.
- 10.10** The brand, type and design of the Leased Vehicle Replacement shall be determined by Alphabet.
- 10.11** The number of kilometres driven with a Leased Vehicle Replacement shall be added to the number of kilometres driven with the Leased Vehicle.
- 10.12** In the event of a premature termination of the Lease Contract at the request of the Customer Alphabet can make a Hired Car available. The Lease Rate of this Lease Contract shall be charged for the remaining Duration in the event of premature termination initiated by Alphabet due to technical defaults.

## Article 11

# Personal details and confidentiality

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All personal details shall be handled with due care and in accordance with the current legal provisions.

- 11.1** When processing personal details Alphabet is 'responsible' within the meaning of the Dutch Personal Data Protection Act. Personal details shall not be retained longer than is legally permitted and shall not be given to third parties unless such is obligatory or permissible under the law.
- 11.2** The Customer and Alphabet shall observe confidentiality in relation to any data they receive from each other. This does not apply in relation to data that is generally known. This confidentiality shall apply at least for five years after the Agreement(s) are terminated or dissolved.
- 11.3** The Customer shall not use logos belonging to Alphabet without prior written consent.

## Article 12

# Lost items

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Costs are attached to the loss of car documents, car keys etc.

- 12.1** Costs arising due to the loss of items that belong to the Leased Vehicle are payable by the Customer. This regards the Mobility Card, pin codes, keys, remote controls, audio (visual) equipment parts, the vehicle registration certificate and other documents belonging to the vehicle.
- 12.2** Loss or theft of the Leased Vehicle's car keys and/or remote control shall be reported to Alphabet by the Customer as soon as such is discovered. The loss of any other items must be reported to Alphabet within 24 hours.
- 12.3** Alphabet shall arrange for the replacement of the items stated in this article. Replacement and administrative fees shall be charged to the Customer in connection with this. The administration fees are stated in the Rates Tables.



## Article 13 Suspension

A temporarily redundant Leased Vehicle can be parked at Alphabet. You will be given a subsequent discount on the Lease Rate.

- 13.1** The Customer can opt to temporarily suspend the use of the Leased Vehicle. A discount on the Lease Rate will be given in relation to this provided all the conditions are met.
- 13.2** The following conditions apply to suspension:
- the Customer can suspend the use of no more than 5% of all the Leased Vehicles;
  - the duration of the suspension is at least 30 and not more than 180 days;
- the Duration shall be extended by the duration of the suspension;
  - the Customer shall park the Leased Vehicle at a location to be determined by Alphabet and
  - the Customer shall continue to pay the Lease Rate.
- 13.3** The discount shall be 50% if the Leased Vehicle is insured by Alphabet. The discount shall be settled with the Customer subsequently, after the Leased Vehicle is again in use. The discount only applies to the suspension period.

## Article 14 Grid

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

- 14.1** The Grid is used to calculate the Lease Rate actually payable. The Grid is applied in the following cases:
- in the interim if the Annual Kilometrage deviates by more than 10% from the value in the Lease Contract and
  - after (premature) termination of the Lease Contract.
- 14.2** The actual Lease Rate payable is calculated linearly between the Grid Points within which the actual Duration and the number of kilometres driven fall. The difference between the Lease Rate charged in relation to the expired Duration and the Lease Rate that is actually payable is payable by the Customer.
- 14.3** A Grid is linked to a specific Lease Contract and is issued with every Lease Contract that is entered into. A new Grid is issued if the Cost Price of the Leased Vehicle changes and/or components are added or removed.
- 14.4** The Grid Points determine the scope of the Grid. In the event of termination outside the scope of the Grid, Alphabet shall make a statement regarding the new Lease Rate. The actual Duration and the final number of kilometres driven are decisive for this.

## Article 15

### Termination

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The manner in which settlement is made is dependent on the reasons for the termination of the Lease Contract.

- 15.1** The Lease Contract is terminated:
- on the expiry of the Duration, on the date on which the Leased Vehicle is returned;
  - once the maximum number of kilometres has been driven, as agreed in the Lease Contract;
  - if the Leased Vehicle has been stolen and the waiting time stated in the Policy Conditions has expired;
  - if the Leased Vehicle is rendered unusable due to total loss, damage or technical defects or
  - by dissolution.
- 15.2** In the event of theft the Lease Contract shall be terminated with retroactive effect. This will be done with effect from the date on which the theft was committed, after the waiting time stated in the Policy conditions has expired. During the waiting time the Lease Rate continues to be payable by the Customer to Alphabet.
- 15.3** The Lease Contract will be terminated if the Leased Vehicle is rendered unusable due to total loss, damage or technical defects. This will be done with retroactive effect to the date on which the Leased Vehicle was rendered unusable.
- 15.4** The Customer can prematurely terminate a Lease Contract. This is subject to a maximum of 5% of the total number of Leased Vehicles made available to the Customer. This number shall be established at the start of the calendar year in which the Lease Contract is ended prematurely. There are costs attached to premature termination. These depend on the date on which the termination takes effect. The following distinction is made on the termination of a Lease Contract:
- in the first 2 years of the Duration the difference between the Commercial Value and the Book Value of the Leased Vehicle is charged; this is calculated on the date of the termination;
  - after 2 years the Lease Rate is recalculated based on the Grid; the final number of kilometres driven and the actual Duration are decisive for this. In both cases a fee is payable in relation to lost income, this fee is stated in the Rates Table. The full sum is charged to the Customer.

## Article 16

### The right to purchase

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It is always possible to purchase the Leased Vehicle

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

## Article 17

### Return

Agreements relating for example to the state of the Leased Vehicle have been laid down in the intake protocol.

- 17.1** The Customer shall return the Leased Vehicle on the first workday after the expiry of the Duration or when the maximum number of kilometres has been reached. This also applies to any items belonging to the Leased Vehicle. The Lease Rate shall be calculated proportionally through to the date on which the Leased Vehicle is returned.
- 17.2** If the Leased Vehicle is not returned Alphabet can demand the return of the Leased Vehicle and the remuneration of costs. The risk of damage to or total loss of the Leased Vehicle is in this case borne by the Customer. This continues until the Customer has returned the Leased Vehicle.
- 17.3** The location at which the Leased Vehicle is returned shall be determined in consultation. On the return of the Leased Vehicle Alphabet shall record the final number of kilometres driven.
- 17.4** The state and completeness of the Leased Vehicle is established at the intake address to be determined by Alphabet. The intake addresses are stated on Alphabet's website. The Intake Protocol stated on Alphabet's website will be used as a guideline for the state in which the Leased Vehicle must be returned.
- 17.5** Damage not observed on return and not previously reported is payable by the Customer. The extent of the damage is established on the basis of an expertise report. Slight damage as described in the Intake Protocol shall be deemed to be damage due to use. The amount stated in the Rates Table is payable by Alphabet.





## Article 18

### Financial conditions

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You will receive a monthly invoice from Alphabet for the Lease Rate and any additional costs. You can receive this invoice by mail or by e-mail.

- 18.1** The Lease Rate is payable by the Customer in advance on the first day of each calendar month. The Lease Rate for part of a month shall be calculated proportionately. A partial Lease Rate and all other amounts due are payable from the expiry date of the invoice. All payment terms are deadlines.
- 18.2** The Customer shall authorise Alphabet to debit amounts payable from a bank account. This shall be done in accordance with the instructions and procedures for electronic payment transactions.
- 18.3** The Customer is not entitled to discount, settlement or suspension unless such is confirmed by Alphabet in writing.
- 18.4** Statutory (commercial) interest is payable by the Customer on amounts not paid or not paid on time. The interest will be calculated with effect from the expiry of the payment term through the date on which payment is made.
- 18.5** The Customer can opt to receive invoices digitally via an Online Application. This is subject to the following conditions.
- a. Acceptance of electronic invoicing means that the Customer shall no longer receive invoices in any other way.
  - b. The Customer is responsible for saving the electronic invoices for its records. Alphabet is not liable for damage or costs incurred by the Customer due to the use of electronic invoicing.
  - c. The Customer can stop using electronic invoicing at any time. In this case Alphabet shall send paper invoices. Alphabet can charge fees for this. These fees are stated in the Rates Table.
- 18.6** Alphabet reserves the right to conduct financial assessments of the Customer. On the basis of these additional conditions may be laid down in relation to the Agreement(s).
- 18.7** Alphabet's records serve as proof. This applies for all amounts due and all matters recorded in relation to the Leased Vehicle. Alphabet can deviate from these records based on proof provided by the Customer. A copy, fax or reproduction of an electronically saved copy shall be deemed to be an original after being signed.
- 18.8** Alphabet is affiliated with the Credit Registration Office in Tiel. The Agreement(s) and irregularities in payment history can be registered here, depending on the legal form of the Customer.

## Article 19

# Non-compliance and dissolution

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

- 19.1** Alphabet can dissolve the Framework Agreement and/or the Lease Contract and or demand the return of the Leased Vehicle if:
- a. the Customer fails to fulfil an obligation under the Agreement(s) and/or these general terms and conditions fully or on time; the Customer will first receive a written notice of default and be granted a reasonable term within which to still meet its obligations; the reasonable term must expire without use being made thereof;
  - b. the Customer has requested suspension of payments or has been declared bankrupt;
  - c. the Leased Vehicle is seized, claimed by the government or declared to be forfeited, due to some act of the Customer;
  - d. the Customer has established itself abroad, has decided to liquidate the company or has ceased operations;
  - e. circumstances arise at the Customer that substantially increase Alphabet's risks and/or make the usual settlement of the Agreement(s) virtually impossible.
- 19.2** The Customer shall report the facts and circumstances stated in 19.1 immediately in writing.
- 19.3** The Customer can terminate the Framework Agreement in writing if:
- a. Alphabet fails to fulfil an obligation under the Agreement(s) and/or these general terms and conditions fully or on time; Alphabet will first receive a written notice of default and be granted a reasonable term within which to still meet its obligations; the reasonable term must expire without use being made thereof;
  - b. Alphabet has requested suspension of payments or has been declared bankrupt;
  - c. Alphabet has established itself abroad, has decided to liquidate the company or has ceased operations.
- 19.4** The Customer that is given notice of default by Alphabet cannot invoke any right to service provision by Alphabet.
- 19.5** This article does not affect any rights conferred by the law, the Agreement(s), and/or these general terms and conditions on Alphabet or the Customer in the event of non-compliance.
- 19.6** The dissolution of the Framework Agreement shall result in the dissolution of all Lease Contracts with the same commencement date.
- 19.7** The termination of the Framework Agreement shall not affect Lease Contracts still in force.
- 19.8** The cancellation of an order for a Leased Vehicle shall result in the dissolution of the Lease Contract. All the costs associated with this are payable by the Customer. Alphabet shall at least charge administrative fees for this. These fees are stated in the Rates Table.

## Article 20

# Liability, indemnity and force majeure

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The use of the Leased Vehicle entails responsibilities for Alphabet, Customer, Driver and third parties.

- 20.1** The Customer shall reimburse loss incurred by Alphabet due to the Customer's failure to comply with obligations under the Agreement(s) and/or these general terms and conditions.
- 20.2** Any extra judicial costs incurred by Alphabet due to Customer's non-compliance are payable by Customer.
- 20.3** The Customer indemnifies Alphabet against any claims from Drivers and third parties. This indemnity only applies in relation to claims due to or in connection with the use, possession or ownership of a Leased Vehicle. This indemnity shall not apply if the claim is based on intent or conscious recklessness on the part of Alphabet.
- 20.4** The Customer waives rights in connection with the possession and use of the Leased Vehicle.
- 20.5** Alphabet is not liable for damage due to work or the (prompt) delivery of items or services by third parties. This shall not apply if the damage is due to intent or conscious recklessness on the part of Alphabet.
- 20.6** Alphabet is not liable for the failure of importers, manufacturers and dealers to deliver the Leased Vehicle promptly to Alphabet.
- 20.7** Alphabet is not liable for damage due to Electric Transportation. This applies equally in relation to damage to the Customer, to a Driver and/or third parties. This shall not apply if the damage is due to intent or conscious recklessness on the part of Alphabet.
- 20.8** In the event of force majeure Alphabet and the Customer can opt to terminate the Agreement(s) or to suspend the obligations until the force majeure situation ends. Alphabet is hereby not bound to pay damages.



## Article 21

### Seizure, third party measures and fines

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Damage incurred through some act of yours and costs due for example to government measures or fines will be charged to you.

**21.1** Third parties can exercise rights or take measures in relation to the Leased Vehicle. The Customer shall report such immediately to Alphabet and shall make the third party aware of Alphabet's ownership. A bailiff, a liquidator or a curator must, at first request, be allowed to inspect the Agreement(s) of the Customer or Alphabet. The Customer and Alphabet each have the right to take measures to protect their rights. The Customer's obligations under the Agreement(s) shall continue to apply in full for the duration of these measures.

**21.2** Seizure, third party measures and fines can result in damage and/or costs for Alphabet. This damage/ costs are payable by the Customer unless they are due to some act of Alphabet.

**21.3** Alphabet provides the Customer with the opportunity to receive fines and/or penalties digitally at no charge. Hereby third party software may be used facilitating digital payment. Alphabet shall charge the Customer administrative fees if a fine or penalty has to be forwarded, charged or paid manually. These fees are stated in the Rates Table.

## Article 22

### Address and name changes

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**22.1** The Customer is obliged to communicate changes promptly and in writing to Alphabet. This regards changes in name, address and other relevant details in relation to both the Customer and the Driver.

## Article 23

### Other provisions

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- 23.1** These general terms and conditions can be amended by Alphabet. Alphabet shall inform the Customer of this in writing. The amended general terms and conditions shall apply exclusively to new Lease Contracts.
- 23.2** If a provision in the Agreement(s) or these general terms and conditions is invalid this shall not affect the validity or mandatory nature of the other provisions. The invalid provision shall be deemed to be replaced by a provision with a purpose that is as close as possible to the purpose of the invalid provision.
- 23.3** The following consecutive order and order of preference shall apply in the event of conflict between the rules stated in the Agreement(s) and in these general terms and conditions: the Lease Contract, an addendum, the Framework Agreement, the general terms and conditions and finally any other agreements.
- 23.4** The Customer may not transfer rights and obligations under the Agreement(s) and these general terms and conditions to third parties. However Alphabet may give written permission for such a transfer.
- 23.5** Alphabet may transfer rights and obligations under the Agreement(s) and these general terms and conditions to third parties. Alphabet can also allow a third party to act in its place. The Customer has in this event the option to terminate the Framework Agreement for serious reasons, with effect from the date of the transfer. The termination of the Framework agreement shall not affect the Lease Contracts still in force on that date. These Lease Contracts shall be settled in the manner provided therein.
- 23.6** All communications to Alphabet can be made by telephone, by mail or via internet. The Customer shall always confirm damage reports etc. made by telephone by mail, by fax or via internet.
- 23.7** The amounts stated in the Rates Table can be indexed, supplemented and/or changed annually. Alphabet shall notify Customer of this in advance in writing.
- 23.8** The Customer can use Alphabet's Pick-up Service. The fees for this are stated in the Rates Table.
- 23.9** At the request of the Customer the registration number of the Leased Vehicle can be assigned to the Customer or Driver. In this case the Customer shall provide Alphabet with all the required documents beforehand. If any documents are missing on the delivery date Alphabet shall register the Leased Vehicle in its name.

## Article 24

### Applicable law

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- 24.1** The Agreement(s) and these general terms and conditions are governed by the law of the Netherlands.
- 24.2** All disputes arising between the Customer and Alphabet shall be heard by the competent court in Breda.

## Article 25

### Mobiliteit

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

- 25.1** The Customer can purchase several services from Alphabet that are linked to the Mobility Card. The Mobility Card is always linked to a Lease Contract, unless some other agreement is made.
- 25.2** The Mobility Card can be used as a means of payment for the services, such as fuel, use of public transport and parking. The Mobility Card can also be used for a Leased Vehicle Replacement.
- 25.3** The Customer shall pay the amount due for use of the Mobility Card to Alphabet on a monthly basis.
- 25.4** All costs resulting from the use of the Mobility Card shall be paid first by Alphabet. These costs will subsequently be charged monthly in arrears to Customer. This does not apply to the purchase of fuel.
- 25.5** Alphabet can link other services to the Mobility Card. The Customer will be informed about these.
- 25.6** The Mobility Card is valid until the expiry date stated on the card and thereafter can no longer be used. After the expiry date or on the termination of the Lease Contract the Mobility Card should be destroyed or returned to Alphabet.
- 25.7** Every Mobility Card has a personal identity number (pin code) The Customer shall use the Mobility Card and pin code with due care. The Customer is responsible for the (use of) the Mobility Card and pin code with effect from the date on which it is provided. The pin code is strictly personal and may not be disclosed to others. The Customer shall notify Alphabet if the pin code is or may have become known to others.
- 25.8** The Customer shall report the loss or theft of the Mobility Card to Alphabet immediately. This report must be confirmed in writing as soon as possible. In the event of loss or theft Alphabet will have the Mobility Card blocked as soon as possible. With effect from the first workday after receiving the written confirmation by Alphabet of the report purchases made using the Mobility Card will not be charged to Customer.
- 25.9** Alphabet is not liable if the Mobility Card should be unusable. The Customer cannot demand discount, suspension or settlement from Alphabet.
- 25.10** Alphabet is not liable for damage due to improper use of or fraud committed with the Mobility card.
- 25.11** Alphabet can block or withdraw the Mobility Card if the Customer fails to meet its payment obligations or fails to do so on time.
- 25.12** Upon request Alphabet shall provide the Customer with management information in relation to the use of the Mobility Card.
- 25.13** To deliver the Mobility Card Alphabet uses the services of third parties. There may be conditions of the supplier attached to the use of the Mobility Card. The supplier can change the conditions. The Customer shall be informed of these by the supplier.
- 25.14** The following conditions shall apply in relation to fuel.
- a. Alphabet shall charge a monthly amount as an advance on the fuel costs. The advance is stated in the Lease Contract.
  - b. The advance is determined by the estimated number of kilometres driven, the price of the fuel and the use stated by the manufacturer. The advance shall be invoiced to the Customer. Deviations in practice of more than 5% can result in the advance being adjusted for the Lease Contracts that deviate.

- c. The difference between the advance and the actual fuel costs will be settled. The termination of the Lease Contract and/or the use of the Mobility Card will result in the outstanding difference being settled.
- d. Fuel can be claimed via the supplier of the Mobility Card if the fuel cannot be paid for using the Mobility Card. These claims can be submitted digitally free of charge. Alphabet can charge administrative fees for each claim not submitted digitally. The amount of these fees is stated in the Rates Table.



### Translation

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

**Alphabet Nederland B.V.**

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Alphabet Nederland B.V., January 2012, ALO1  
Chamber of commerce number 16036186, registered in Breda.