

ALPHABET



General Terms and Conditions hire Alphabet

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Definitions

The following definitions are used in these general terms and conditions.

Alphabet

The private limited liability company Alphabet Nederland B.V.

Driver

The natural person who will drive the Hired Car, as defined in the Dutch Road Traffic Act.

Hired car

The vehicle made available to the Customer based on a Hire Contract.

Hired Contract

The agreement on the Hired Car between Alphabet and the Customer.

Rental Rate

The rental amount agreed between Alphabet and the Customer for a Hired Car.

Customer

The natural person or legal entity with which Alphabet has concluded a Hire Contract.

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.

Policy Conditions

Conditions drawn up by the insurer applying to insurance(s) and cover.

Hired Car Replacement

A vehicle made temporarily available to the Customer as a replacement for the Hired Car

This is a translation of the original Dutch text, for convenience purposes only. The original Dutch text is binding and will prevail in case of any discrepancy between the Dutch text and the English translation

Each article provides a brief explanation of the topic. No rights can be derived from this.

General Terms and Conditions hire

For your convenience we have included text blocks containing a further explanation.

Article 1

Application of the General Terms and Conditions

The General Terms and Conditions of hire 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 a Hire Contract being entered into. Terms and conditions of the Customer are expressly rejected.
- 1.2** On signing the Hire Contract the Customer declares:
- a. It accepts the applicability of these General Terms and Conditions to hire Contract and the the Hired Car is the property of Alphabet
 - b.

Article 2

The Hire Contract

- 2.1** The Hire Contract is entered into by the Customer and Alphabet signing the delivery receipt. The Customer shall demonstrate its identity and authority to enter into the Hire Contract prior to signing.
- 2.2** The Rental Rate and the rental period are listed on the Hire Contract.

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

Article 3

Delivery

Agreements regarding the condition of the Hired Car are specified on the delivery receipt.

- 3.1** Delivery of the Hired Car shall take place by signing the delivery receipt, at the agreed address in the Netherlands.
- 3.2** The Hired Car shall be returned clean. Any defects or damage shall be stated on the delivery receipt with respect to the Hired Car. The Customer is liable for any damage or defects that are not listed on the delivery receipt.

Article 4

Use

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

- 4.1 The Hired Car can be used by a Driver, not being the Customer. The Driver thus has the same right to use the Hired Car 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.
- 4.2 Statements made by the Driver relating to the receipt, delivery, state and return of the Hired Car shall be deemed to have been made on behalf of the Customer.
- 4.3 The Customer shall look after the Hired Car with due care and shall take precautions against theft and burglary. The Policy Conditions shall hereby be duly observed.
- 4.4 The Customer shall deploy the Hired Car 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 Hired Car are payable by the Customer.
- 4.5 The Customer is not allowed to sell the Hired Car, 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 transport people, carpooling excepted, for money.

Article 5

Insurance and Assistance

- 5.1 Alphabet shall arrange liability and all-risk insurance for the Hired Car. Separate Policy Conditions apply to the liability and all-risk insurance. These Policy Conditions have been drawn up by a generally recognised insurance company. The Policy Conditions can be viewed on Alphabet's website and a copy can be sent free of charge upon request.
- 5.2 The Customer shall report damage to the Hired Car or to a third party as soon as possible. Such a report must be made within 24 hours of the incident taking place.
- 5.3 Damage not reimbursed by the liability insurance or under the all-risk cover is payable by the Customer. There is also an excess applicable to all non-recoverable damages.
- All Hired Cars are insured against civil liability, including cover for damage and/or theft.
- 5.4 In the event of theft the Customer must hand the car keys over to Alphabet. There is no all-risk cover if the car keys are missing unless this is due to burglary or being forced to give up the keys under duress.
- 5.5 The Customer is entitled to assistance in the event of break-down or damage. Assistance conditions can be viewed digitally on Alphabet's website and a copy will be sent free of charge upon request.

Article 6

Repairs, service and tyres

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

6.1 Alphabet can check the state of the Hired Car or issue instructions to have the Hired Car checked. The Customer shall cooperate in this. The Customer shall have the Hired Car serviced promptly in accordance with the manufacturer's instructions or after it has been recalled for checks, (safety) adjustments or approval.

6.2 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.

6.3 Costs due to repairs and services that are the consequence of negligence or improper use are payable by the Customer.



Article 7

Hired Car Replacement

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

- 7.1** Hired Car Replacement can be used if the Hired Car cannot or can no longer be used by the Customer. This only applies to theft or if the Hired Car can no longer be driven due to damage or a technical defect.

Article 8

Personal details and confidentiality

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

- 8.1** When processing personal details Alphabet is 'responsible' within the meaning of the Dutch 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.

Article 9

Lost items

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

- 9.1** Costs arising due to the loss of items that belong to the Hired Car are payable by the Customer. This regards the car keys, remote controls, all removable components of the Hired Car including audio (visual) equipment and other vehicle documents.
- 9.2** Loss or theft of the Hired Car'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.

Article 10

Financial conditions

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

- 10.1** The Rental Rate is payable by the Customer in advance. The Rental Rate and all other amounts due are payable from the expiry date of the invoice. All payment terms are deadlines.
- 10.2** 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.
- 10.3** The Customer is not entitled to discount, settlement or suspension unless such is confirmed by Alphabet in writing.
- 10.4** 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 until the date on which payment is made.
- 10.5** 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.
- 10.6** Alphabet reserves the right to conduct financial assessments of the Customer. As a result, additional conditions may be laid down.
- 10.7** Alphabet's records serve as proof. This applies to all amounts due and all matters recorded in relation to the Hired Car. A copy, fax or reproduction of an electronically saved copy shall be deemed to be an original after being signed.
- 10.8** Alphabet is affiliated with the Central Credit Registration Office in Tiel. The Hire Contract and irregularities in payment history can be registered here, depending on the legal form of the Customer.

Article 11

Termination

The contract will be terminated on the return of the Hired Car.

11.1 The Hire Contract will be terminated on the day and the time that the Hired Car is returned. The Customer shall inform Alphabet by telephone or via internet when the Hired Car can be collected.

11.2 Alphabet shall issue an intake form upon the return of a Hired Car. The Customer is tied to the intake form. The Customer is liable for all damage that is not listed on the intake form. This also includes exceptional cleaning costs to ensure the Hired Car is in good condition.

11.3 The Rental Rate remains due by the Customer until the time that the Hired Car is returned.

Article 12

Non-compliance and dissolution

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

12.1 Alphabet can dissolve a Hire Contract and/or demand the return of the Hired Car if:

- a. the Customer fails to fulfil an obligation fully or on time.
- b. the Customer has requested suspension of payments or has been declared bankrupt;
- c. the Hired Car is seized, claimed by the government or declared to be forfeited, due to some act of the Customer.

12.2 This article does not affect any rights conferred by the law and/or these general terms and conditions on Alphabet or the Customer in the event of non-compliance.

Article 13

Liability

The use of a Hired Car entails responsibilities for Alphabet, Customer and Driver.

- 13.1** The Customer shall reimburse loss incurred by Alphabet due to the Customer's failure to comply with obligations under a Hire Contract and/or these General Terms and Conditions.
- 13.2** Any extra judicial costs incurred by Alphabet due to the Customer's non-compliance are payable by the Customer.
- 13.3** 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 Hired Car.
- 13.4** The Customer waives rights in connection with the possession and use of the Hired Car.
- 13.5** Alphabet is not liable for damage due to work or the (prompt) delivery of items or services by third parties.

Article 14

Third party measures and fines

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

- 14.1** Third parties can exercise rights or take measures in relation to the Hired Car. The Customer shall report such immediately to Alphabet and shall make the third party aware of Alphabet's ownership.
- 14.2** 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.
- 14.3** 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.

Article 15

Changes

- 15.1** The Customer is obliged to communicate changes promptly and in writing to Alphabet.

Article 16

Other provisions

- 16.1** These General Terms and Conditions can be amended by Alphabet.
- 16.2** The Customer may not transfer rights and obligations under the Hire Contract or Hire Contracts and these General Terms and Conditions to third parties.
- 16.3** 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 in writing, either by post or via internet.

Article 17

Applicable law

- 17.1** The Hire Contract and these General Terms and Conditions are governed by the laws of the Netherlands.
- 17.2** All disputes arising between the Customer and Alphabet shall be heard by the competent court in Breda to third parties.



Article 18

Mobility card

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

- 18.1** The Customer can purchase fuel and other services from Alphabet by the use of the Mobility Card. The Mobility Card can be used as a means of payment for the services.
- 18.2** The Mobility Card is valid during the term of the Hire Contract.
- 18.3** The Customer shall use the Mobility Card and the associated personal identification number (PIN code) with due care.
- 18.4** The Customer shall report the loss or theft of the Mobility Card to Alphabet immediately. The Customer is liable for all costs resulting from loss or theft.
- 18.5** Alphabet is not liable if the Mobility Card cannot be used. The Customer cannot demand discount, suspension or settlement.
- 18.6** Alphabet is not liable for damage due to improper use of or fraud committed with the Mobility Card.
- 18.7** Alphabet can block or withdraw the Mobility Card if the Customer fails to meet its payment obligations or fails to do so on time.
- 18.8** Alphabet will charge the amount for the fuel and/or service purchased with the Mobility Card monthly in arrears.

Alphabet, January 2013, ALH1

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