

CONFIDENTIAL
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GENERAL TERMS AND CONDITIONS ARVAL FLEX

CLIENT'S NAME



ARVAL
BNP PARIBAS GROUP

For the many
journeys in life

GENERAL TERMS AND CONDITIONS: ARVAL FLEX

These General Terms and Conditions, which prevail over the Lessee's terms and conditions, apply to any Lease entered into by the Lessee with regard to the Arval Flex of an Arval rental vehicle(s). These general terms and conditions apply to every MTR vehicle as from the signature of the order form. By making use of the MTR vehicle, the Lessee acknowledges and accepts the application of these terms and conditions.

Article 1 Definitions

1.1. Definitions:

- Lessor: Arval Belgium NV/SA, with registered office at Ikaroslaan 99, 1930 Zaventem
- Lessee: the natural or legal person that is the signatory of the Lease Agreement for the rental vehicle
- Driver: any person who is designated and authorised by the Lessee as the driver of the rental vehicle
- Rental vehicle: the motor vehicle that is provided by the Lessor to the Lessee during the term of the Lease Agreement and whose characteristics are specified in the Lease
- Lease Agreement: the order form signed by the Lessee
- Arval Flex: the service by which the Lessor, on payment of a rental, grants the right of use of a rental vehicle of a certain category to the Lessee for a period that will not exceed 24 months.

Art. 2 Lease – term – termination

- 2.1. The Lessor will provide the Lessee with a rental vehicle belonging to the category of vehicles selected by the Lessee. The Lessee may therefore not claim a specific make of vehicle but only a vehicle belonging to a certain category. The rental vehicle that is actually provided may therefore be a different model, make or from a higher category. The rental vehicle is the property of the Lessor or of a supplier chosen by the Lessor. Ownership of the rental vehicle is not transferred to the Lessee under any circumstances.
- 2.2. The term of the Lease Agreement is fixed and specified in the order form. The Lease Agreement commences as soon as it is signed by both parties and is entered into for the period specified in the Lease Agreement. The rental vehicle is delivered to the location indicated in the Lease Agreement and after signature of the delivery document. The Lease ends only when the Lessor takes back physical delivery of the rental vehicle, including the on-board documents, key(s) and any accessories. If the rental vehicle is with the Lessor's consent left at a place other than the Lessor's place of business, the rental period will continue to run and the rental will remain payable until the Lessor has physically collected the rental vehicle.
- 2.3. Unless the Lease Agreement stipulates otherwise, it may always be terminated by either party with due observance of a written notice period of one day and subject to payment of the amounts specified in art. 3.3.
- 2.4. The Lessor is entitled to terminate the Lease Agreement without any prior notice of default, by force of law and with immediate effect at the Lessee's expense in the following situations:
- failure to pay an invoice on the due date
 - failure to comply with one of the obligations arising from the Lease or these general terms and conditions within eight calendar days of the postmark of the registered letter in which a demand is given to the Lessee to comply with its obligations
 - if the Lessee suspends payment, requests deferred payment terms, files an application for a court composition, insolvency, compromise, is manifestly unable to pay its debts, enters into a merger, division, transactions by which its assets are transferred by operation of law or if it ceases its activities;
 - if the insurance company refuses to insure the rental vehicle
 - In the event that the vehicle is driven by or entrusted to a driver who does not have a valid driving licence.
- 2.5. If the Lessee remains in default and fails to return the rental vehicle on the agreed day and at the agreed time, any possession in excess of the rental period will be charged to the Lessee, including the costs that the Lessor incurs to collect the rental vehicle, regardless of where it is at that time.
- 2.6. The Lessee remains liable and responsible for the rental vehicle as long as it has not been inspected and accepted back by the Lessor. If the Lessee leaves the rental vehicle at a location other than the Lessor's branch or the relevant supplier, the Lessee will also be held liable for any damage until the Lessor actually collects the rental vehicle.
- 2.7. In view of the Lessor's obligation to return the rental vehicles to its Suppliers, the Lessee undertakes to cooperate immediately if a request is made to exchange the rental vehicle(s) for an equivalent vehicle or vehicles from the same category. If the Lessee remains in default and fails to return or returns the rental vehicle(s) later than on the day and at the time proposed by the Lessor, the Lessee may be held liable for any resultant financial damage that the Lessor suffers.

Art. 3 Rental and Payment

- 3.1. If the rental period is at least one month and there are no contrary arrangements in the Lease Agreement, the Lessee undertakes to pay a daily rate and per-kilometre rate, for which purpose:
- 100 kilometres per day is included in the daily rate
 - a day that has started will always be charged as a full day.
- The kilometre rate for each additional kilometre travelled that exceeds the permitted and included number of kilometres, and the applicable daily rates, are as specified on the order form that applies to the category of rental vehicle and corresponds with the parameters set by the Lessee (term, vehicle category, pick-up branch and drop-off branch, insurance, permitted kilometres, taxes, etc.). If the Lessee changes these initial parameters, another rate may be applied that corresponds with the new parameters.
- If the actual rental period is less than one month, the temporary transport rates will apply. These rates may be obtained by simple request from Arval.
- 3.2. In addition to the payments referred to in art. 3.1., the Lessor may charge the following costs:
- an additional fee if the rental vehicle has to be delivered or collected
 - any repair costs of damage payable by the Lessee
 - the costs of replacing any missing accessories and legal documentation
 - any fuel used, the costs of filling up the tank and any cleaning costs
 - the additional costs and taxes if the rental vehicle is delivered to an airport or train station
 - any fines, fees and charges as a result of violations and offences insofar as these have not been committed by the Lessor. An administration fee will be charged for each file;
 - any fee for cancelling a reservation
 - the VAT payable, as well as any other taxes, charges and levies that are applicable now or in the future
 - the costs of garaging, parking, toll fees, washing, polishing and keeping the rental vehicle clean during the rental period are always payable by the Lessee
 - a sole administration cost for a fuel card (if applicable).



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- 3.3. The Lessor invoices the daily rate plus any costs referred to in art. 3.2. each month. Any additional per-kilometre rate that is due, as referred to art. 3.1., must be settled on the termination of the Lease Agreement based on the odometer reading when the rental vehicle is returned to the Lessor, plus the kilometres of any replaced odometer and the kilometres to be travelled to the agreed drop-off point of the rental vehicle. When the rental vehicle is returned because of early termination of the Lease Agreement at the Lessee's expense, the costs arising from the higher daily rate that applies to the actual period travelled, any costs paid and an administrative fee for the early termination of EUR 95,00 (excluding VAT) must be settled.
- 3.4. All invoices must be credited to the Lessor's account within 15 days of the invoice date. Set-off is not permitted. The obligation to pay is not annulled and may not be suspended because the Lessee cannot use one or more rental vehicles for any reason.
- 3.5. The Lessee undertakes to give its financial institution a direct debit order for all payments that it may owe under any Lease.
- 3.6. If an invoice is not paid within 15 days of the invoice date, the Lessee will be liable to pay interest on the amount not paid on time, by force of law and without the need for a notice of default, calculated on the basis of the interest rate pursuant to the Belgian Act of 2 August 2002 on combating late payments in commercial transactions (Belgian Official Journal of 7 August 2002), under the following terms and conditions:
- If the agreed interest applies, the rate that applies pursuant to the Belgian Act of 2 August 2002 on 1 January of the year in which the invoice is issued.
 - This interest rate remains applicable to every invoice that the Lessor issues between 1 January and 31 December of that year, regardless of any interest rate changes that may be published in the Belgian Official Journal pursuant to that Act during the course of the year.
 - Where applicable, the Lessee is also liable to pay fixed compensation of 15% of the outstanding invoice amount, subject to a minimum of EUR 130,00, by force of law and if no payment is received following a demand.
- 3.7. If the invoice is not contested within 15 days of the invoice date, it is deemed to have been accepted.

Art. 4 Use, maintenance, restrictions and measures

- 4.1. The Lessee is obliged to use, or arrange for the vehicle to be used, with due care and diligence, in accordance with its designated purpose, and with due observance of use, maintenance and public regulations and these general terms and conditions. The Lessee must keep the rental vehicle well maintained and return it in a neat condition. The Lessee must take the necessary precautions with due care and diligence to avoid the rental vehicle from being damaged, involved in an accident or stolen. This means that the Lessee must turn off the engine and lock the doors with a key when the rental vehicle is not in use and keep the key in hand or at least in a safe place.
- Damage as a result of negligence, a lack of care or misuse is always payable by the Lessee.
- 4.2. The Lessee is strictly prohibited from lending, subleasing or renting out the rental vehicle further. Only the Lessee or the driver(s) authorised by the Lessee and for whom the Lessee is also responsible may drive the rental vehicle.
- 4.3. The Driver(s) must hold a valid ID document and/or passport as well as a driving licence. The driving licence must also be valid and in accordance with Belgian legislation. Driving licences that are not issued in the Roman alphabet must be accompanied by an international driving licence.
- 4.4. The Lessee and/or the Driver(s) are expressly prohibited from using the rental vehicle:
- for speed, performance or endurance trials or similar events, for giving driving lessons, renting to a third party or transporting passengers and goods for payment
 - to run a courier service (except for the explicit permission of the Lessor)
 - for towing or pushing any other vehicle, trailer or other item, without the Lessor's prior written consent
 - under the influence of medicines, narcotics or other substances that can affect the ability to drive or respond, or under the influence of alcohol, in a state of drunkenness, alcohol intoxication, drowsiness or extreme fatigue;
 - if the driver's mental or physical state is such that the rental vehicle cannot be driven with due care and diligence
 - for performing illegal acts or for the transport of dangerous, flammable, explosive, harmful or caustic substances
 - if the driver's licence has been withdrawn; or
 - from making any alterations, even minimal, to the rental vehicle without the Lessor's written consent
 - from advertising on the rental vehicle, unless the Lessor gives its written consent
 - offroad or on roads that are unsuitable for the rental vehicle
 - if it is overloaded or if the load is not properly secured
 - for transporting an item or substance which, due to the condition or smell thereof, can cause damage to the rental vehicle and/or delay our ability to rent out the rental vehicle again
 - as long as it does not have a valid vehicle inspection certificate
 - for driving or allowing a third party to drive on land that is not generally accessible, including but not limited to take-off and landing runways of airports, service roads of airports and accompanying land.
- 4.5. The Lessee undertakes to use only the appropriate fuel, to regularly check oil, engine coolant and windscreen wiper fluid levels and to top these up, if necessary, always with due regard for the standards of the rental vehicle manufacturer. The repair costs for any damage resulting from the Lessee's failure to comply with the maintenance standards (oil, water, fuel levels, maintenance, etc.) are payable in full by the Lessee.
- 4.6. The Lessee is obliged to take the rental vehicle for maintenance and repairs in due time to the network of exclusive service providers designated by the Lessor. The Lessee may not lay claim to any refund, deferment or reduction of the rental if the rental vehicle cannot be used because of maintenance or repairs, regardless of the duration thereof. The Lessee has nevertheless the right to a replacement vehicle according to the conditions stated in article 6. The costs of lubrication, oil changes and periodic maintenance in accordance with the manufacturer's instructions, as well as the cost of repairs and replacing the parts and other rented options and/or accessories relating to the 'normal use' of the rental vehicle are payable by the Lessor.
- 4.7. Maintenance will be performed only in Belgium. If the rental vehicle is immobilised abroad, the Lessor must always be contacted before any repairs commence.
- 4.8. The prior consent of the Lessor is required for all repairs or replacement of parts, for the replacement of tyres and for all repairs of damage. If the Lessee fails to comply with the rules as set out in this article, the Lessor reserves the right, in case of unauthorised repairs, to charge the full amount of the damage incurred to the Lessee.
- 4.9. The Lessee is also obliged to present the rental vehicle in due time for technical inspections. The test fees are payable in full by the Lessor. If the Lessee does not present the vehicle for inspection or re-inspection within the statutory period, or does not take it to the dealer for the required repairs in due time, the Lessor may take the necessary measures. These measures may include temporarily removing the rental vehicle from the Lessee, without being obliged to pay any compensation for this purpose or to provide a replacement vehicle. All costs and damage (such as fines for late inspection or re-inspection) are payable by the Lessee even if these are formally incurred by the Lessor.
- 4.10. If a problem arises due to an accident or mechanical defect, the Lessee must contact the Lessor on the assistance number specified in the folder with the on-board documents.



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- 4.11. The following arrangements apply specifically to tyres:
- Unless there are specific comments on the delivery form, the Lessee acknowledges that a vehicle has been received with tyres that are in perfect condition; if the tyres reveal abnormal wear and tear, cracks, cuts or other serious defects that are not the result of normal use or the number of kilometres travelled, these will be replaced by identical tyres at the Lessee's expense.
 - Tyres are replaced under the Lessee's responsibility, who remains responsible under civil and criminal law for all consequences of infringements or accidents caused by the poor condition of the tyres.
 - The Lessee may only use the suppliers designated by the Lessor. The list of suppliers may be altered at any time.
 - When replacing tyres, the choice of brand is left up to the Lessor.
 - The tyres will be replaced as soon as the approved supplier is in possession of an approval number issued by the Lessor. If the tyres are supplied by a distributor that is not approved or that is abroad, the Lessor will reimburse the Lessee, on submission of a paid invoice, in an amount equal to the cost of the same service in the approved Belgian network.
 - If winter tyres are included in the Lease Agreement, the Lessee must have the tyres changed at a supplier selected by the Lessor, where the tyres will be stored. Fitting and removal must take place every winter during the period from 1 October to 30 April.
- 4.12. The Lessee must report any odometer defects to the Lessor within 24 hours and these must be repaired immediately in consultation with the Lessor. The Lessor will estimate the number of kilometres travelled while the odometer was defective on the basis of the past kilometres actually travelled on a daily basis. This number of kilometres will be charged at the time of final settlement of the number of kilometres travelled.
- 4.13. To enter countries outside the European Union or international transit zones of ports, stations and airports, the driver must be in possession of a certificate or 'vehicle use authorisation' in which the Lessor grants permission for this purpose. If this vehicle use authorisation cannot be presented to the competent authorities, the vehicle may be seized. The Lessee or Driver must request this vehicle use authorisation from the Lessor. The vehicle use authorisation does not alter the territory covered by insurance.
- 4.14. If third parties take measures against the rental vehicle, seize the rental vehicle or arrange for its seizure, if the Lessee loses possession of the rental vehicle or if there is a threat of this happening, the Lessee must notify the Lessor thereof immediately and take all necessary precautions. The Lessor's costs to safeguard and exercise its rights to the rental vehicle, as well as any damage incurred by the Lessor, are payable by the Lessee, unless the third-party measures are attributable to the Lessor.
- 4.15. The Lessor is entitled at all times to inspect or arrange for the inspection of the rental vehicle. The Lessee must cooperate fully in that regard and hereby grants authorisation to enter the place where the rental vehicle is located.

Art. 5 Risks in relation to third-party liability and in relation to damage to or loss of the rental vehicle

A. INSURANCE: COVERAGE OF THE RISKS OF THIRD-PARTY LIABILITY RELATING TO THE RENTAL VEHICLE(S)

- 5.1. The Lessee is obliged to insure the risks of Third-Party Liability relating to the rental vehicle(s). To this end, the Lessee grants Arval authorisation to enter into the necessary third-party liability insurance agreements, in the name and on behalf of the Lessee, with an insurance company of Arval's choice, as well as for legal assistance and any additional cover for 'Personal Injury to the Driver'. The Lessee may not cancel or amend the insurance policies without Arval's prior consent.

These various insurance agreements are obviously subject to and refer to the applicable statutory provisions. A copy thereof will be provided at the Lessee's request.

- 5.2. The insurance will only be effective in the countries indicated on the international insurance certificate, unless prior written consent to the contrary is obtained.

B. ASSUMPTION OF LIABILITY FOR THE RISKS OF DAMAGE TO AND LOSS OF THE RENTAL VEHICLE

- 5.3. Principle: distribution of the risks between the Lessor and the Lessee - Perfecta

All damage to or loss of the rental vehicles, which is attributable to one of the causes defined below, will:

- (i) be assumed by the Lessee in accordance with art. 5.5. up to a lump sum (as determined in the signed order form); and
- (ii) be assumed by Arval in excess of this lump sum amount, insofar as the incident occurs in one of the countries referred to in art. 5.2. This assumption of liability by Arval is called 'Perfecta'. The rental fee will include this assumption of liability.

Definitions

- a) 'Fire': fire, flames, explosions, lightning, short circuits or similar incidents, including melting of electrical wiring, as well as the extinguishing costs and the resultant damage to the rental vehicle.
- b) 'Theft or attempted theft' (Art. 461 and 51 of the Belgian Criminal Code), including joyriding, on the understanding that a vehicle will be regarded as stolen only after a waiting period of 30 days after the later date of either the report thereof to Arval or the filing of a complaint with the Belgian authorities.
- c) 'Accidental damage': the damage caused by external factors, such as:
- accidents
 - vandalism
 - breakage or forced entry
 - natural elements (such as storms, rain, ice, snow, hail and lightning)
 - falling aircraft, parts or items from aircraft
 - contact with animals
 - damage during the transport of the vehicle
- d) 'Broken glass': the damage caused to windscreens, side or rear windows, as a result of the impact of an object that is not part of the rental vehicle.
- 5.4. Exception: liability for risks always fully assumed by the Lessee.

Damage to or loss of the rental vehicle, as well as any other indirect damage of any cause to the rental vehicle or otherwise, will always be payable in full by the Lessee in the following cases:

- Damage or loss that arises from an intentional act or gross negligence, suicide or attempted suicide of the Lessee, the Authorised Driver or any person who may drive the rental vehicle with the consent of the Lessee and/or Authorised Driver.
- Damage or loss arising from the use of the rental vehicle for speed, endurance or agility trials or competitions, for giving driving lessons, renting to a third party, transporting passengers and goods for payment or other purposes not permitted by law.
- Damage to a rental vehicle caused by the transported goods and/or animals.
- Damage caused by the abnormal or excessive use of the rental vehicle, or by a clearly dangerous way of driving, such as:
 - speed clearly not adjusted in case of fog, snow, sleet or heavy rainfall
 - excessive fatigue behind the wheel
 - clouded or iced-up windows
 - poor condition of the tyres.



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- Damage that occurs:
 - if the rental vehicle is not in compliance with the regulations on technical inspections at the time of the accident
 - if the rental vehicle is driven by a person who does not comply with the statutory provisions on the right to drive a vehicle.
- All damage that arises as a result of any cause or circumstance beyond the control of one of the parties, such as strikes or similar social problems, war, riots, acts of terrorism or trade embargoes.
- All damage that occurs if the Driver is in a punishable state of alcoholic intoxication, drunkenness or a similar condition following the use of products other than alcoholic beverages.
- In case of theft (e.g. by personnel of the Lessee).
- If all the original keys cannot be produced in case of theft, or, if the rental vehicle is so equipped, all remote control devices and/or vehicle disabling device keys.
- Damage caused by theft or attempted theft, where the negligence of the Lessee or Driver has facilitated the occurrence of such damage.
- Damage to and caused by the theft or attempted theft of a radio system of which the detachable front panel cannot be produced or of a portable GPS system, vehicle telephone, mobile telephone or other image, music or communication device (including a PC and laptop).

The Lessor may rely on art. 5.4. as soon as there is a serious indication that one of the above exceptions have occurred, for example by means of a findings report by the reporting authority.

In case of the theft or loss of specific vehicle accessories, including but not limited to portable GPS equipment, child vehicle seat, etc., the Lessor reserves the right to charge an amount equal to the value of this specific equipment at the time the disappearance thereof is discovered. Damage to transported items, clothes or luggage is always at the Lessee's expense.

5.5. Excess - Fixed amount payable by the Lessee

As already stipulated in art. 5.3. (i) the Lessee must pay a lump sum (referred to below and in all documents as the 'excess'), as specified on the order form, to the Lessor in case of any claim involving the rental vehicle. The Lessor will likewise invoice the amount of the excess to the Lessee if there is any doubt that the damage can be recovered from a liable third party or if the Lessor has not been compensated within a period of six months. If the windscreen of the rental vehicle is replaced, the Lessee must pay the Lessor an excess of EUR 85,00. No amount will be charged if the windscreen is just repaired.

C. OTHER CLAIMS

5.6. In addition to the damage that the Lessee must always pay in full, as referred to in art. 5.4. of the General Terms and Conditions, all damage other than as specified in art. 5.3., as well as damage that is not covered by the third-party liability insurance agreement, is payable by the Lessee. If such damage occurs, the Lessee must compensate the Lessor in full. The Lessor will not be held liable under any circumstances to the Lessee or third parties for damage caused to the rental vehicle, the Lessee or third parties.

Art. 6 Replacement vehicle

6.1. The Lessee is entitled to a category A (type Opel Corsa) replacement vehicle in case of damage and other repairs in Belgium and abroad.

6.2. The provisions of the General Terms and Conditions also apply to the replacement vehicle.

Art. 7 Procedure in case of damage

7.1. Every claim involving the rental vehicle must be reporting in writing immediately, and no later than one business day after it arises, to the Lessor by means of the European Accident Report Form, which the Lessor provides to the Lessee. The notice of claim must specify all causes, circumstances and likely consequences of the incident, as well as the surname, first name and address of the witness and injured party.

7.2. In case of vandalism, theft, partial theft or attempted theft of the rental vehicle and in case of loss or theft of documents, the registered number plate or key of the rental vehicle or the vehicle disabling device, a complaint must be filed immediately with the local competent authority. In case of theft of the rental vehicle, theft or loss of the on-board documents or the registered number plate abroad, a complaint must likewise be filed as soon as possible with the Belgian authorities and the number of the official report(s) must be included in the notice of claim.

7.3. The Lessee is obliged to cooperate fully in settling the damage and any resulting legal action. The Lessee must refrain from any act that could prejudice the interests of the Lessor and/or the insurers. In case of a criminal conviction, the Lessee cannot demand that the Lessor must lodge an appeal. The Lessee is free to personally lodge an appeal and/or appeal in cassation in that case. If the first judgment is fully or partially overturned in favour of the Lessee, the final judgement on the case shall in any event be opposable against the Lessor.

7.4. All letters, documents (such as court documents, summonses and notices of liability) and all information received that relates – directly or indirectly - to the damage must be sent as soon as possible and unanswered to the Lessor.

7.5. The Lessee must ensure that no deliberately incorrect information is supplied, that no misrepresentations are made and that no facts are withheld.

7.6. If this procedure is not observed, the liability for damage or loss that is not assumed by the Lessor will be charged in full to the Lessee.

Art. 8 Prohibition on assignment or transfer of agreement

8.1. Assignment and transfer of rights and obligations – change of counterparty

8.1.1. Except as permitted under clause 8.1.2. below, neither Party to the Lease Agreement nor neither party to a Lease Agreement shall be entitled to assign or transfer any of its rights and obligations under such Lease Agreement (as applicable) to any third party without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

8.1.2. Notwithstanding the foregoing:

- Arval may at any time assign all or part of its rights and obligations under a Lease Agreement (as applicable) to any affiliate of the BNP Paribas Group (after a timely written notification sent to the Lessee (as applicable) for information purposes, without the need for Lessee's consent);
- Lessee may at any time assign all or part of its rights and obligations under a Lease Agreement (as applicable) to any affiliate of Lessee subject to the following cumulative conditions : (i) such affiliate of Lessee has a financial situation and credit worthiness at least equal to that of the original party signing the Lease Agreement (as applicable), (ii) Arval is provided with all such Lessee affiliate's documents required both for the performance of the credit assessments and the "know your customer" policy, (iii) such assignment does not raise compliance issues, (iv) a prior written notice is sent to Arval, and (v) appropriate legal documentation in relation to such transfer is executed. If any of these conditions is not complied with, Arval reserves the right to refuse the assignment.



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- 8.2. Assignment and transfer of rights and security over Arval's rights
- 8.2.1. It is expressly agreed that Arval may at any time, without consulting with, or obtaining consent from, Lessee (i) assign or transfer all or part of its rights under a Lease Agreement (as applicable) or (ii) charge, assign by way of collateral or otherwise create security in or over all or any of its rights under a Lease Agreement (as applicable) in order to refinance itself or cover its exposure under a Lease Agreement (as applicable) or, as the case may be, to secure its obligations in favor of any credit or financial institution, insurer, reinsurer, central bank, federal reserve, securitization vehicle, trust, fund or any other entity which is directly or indirectly engaged in the refinancing of credit institutions.
- 8.2.2. For the avoidance of doubt, no such assignment, transfer, assignment by way of collateral or security as referred to under clause 8.2.1. shall:
- release Arval of all or part of its obligations a Lease Agreement (as applicable); or
 - require any payments to be made by Lessee in excess of, or grant to any person any more extensive rights than, those granted to Arval a Lease Agreement (as applicable).

Art. 9 Violations and crimes

- 9.1. The Lessee is liable for any violations and crimes committed during the use of the rental vehicle. The Lessee must explain to the competent authority that the rental vehicle is not used on behalf of the Lessor, that the Lessee assumes all responsibility for the offences or acts committed under criminal and/or civil law and indemnifies the Lessor against all liability.
- 9.2. The Lessor reserves the right, subject to the production of supporting documents, to charge the Lessee(s) and/or authorised driver(s) for any fines, amounts in compensation or charges, including parking fines. The Lessee(s) and/or driver(s) are also responsible for dealing further with these infringements, committed during the contractual rental period of the rental vehicle, at the police department or responsible authorities. If such violations/infringements occur, the Lessor may also charge a fixed fee to the Lessee in order to cover additional administrative charges.
- 9.3. The Lessee indemnifies the Lessor and its personnel, in the broadest sense, against all claims that may be brought against the Lessor or payments that the Lessor is forced to make in relation to the reimbursement of costs, compensation, including traffic fines, which may arise in any way from or be connected to the ownership, use, rental or running of the rental vehicle.

Art. 10 Provision and return of the rental vehicle

- 10.1. Unless damage or mechanical defects are explicitly specified on the delivery document that describes the condition of the rental vehicle, the Lessee acknowledges that the vehicle has been received in good condition and without any visible damage. Any damage to the rental vehicle that is identified when the rental vehicle is returned and is not specified on the delivery document is payable by the Lessee and will be charged, except for those items that are covered by the provisions of art. 5.3. of this agreement.
- 10.2. Each rental vehicle is fully equipped with the following when it is handed over: full tank of fuel, oil and other fluid compartments, a spare wheel fitted with a new tyre or repair kit, standard accessories and the on-board documents required by law.
- The rental vehicle must be handed to the Lessee with a full tank of fuel; the Lessee must return the vehicle with an identical fuel tank level. If the fuel tank is not full, the Lessor will charge an additional amount in accordance with the conditions stated in the price list. The Lessee acknowledges that the rental vehicle has been received with all tyres in perfect condition; if the tyres reveal abnormal wear and tear, cracks, cuts or other serious defects when the rental vehicle is returned, which are not the result of normal use or the number of kilometres travelled, these will be replaced by identical tyres at the Lessee's expense.
- 10.3. The Lessee undertakes to return the rental vehicle in the same condition as it was received, except for normal wear and tear, together with its key(s), any fuel card, all hired accessories, on-board documents and features. If documents are missing or if damage, other than normal wear and tear, is identified when the rental vehicle is returned, the repair costs and damage suffered by the Lessor will be charged to the Lessee.
- 10.4. The condition of the rental vehicle is irrefutably established when the rental vehicle is picked up and returned. If the Lessee is absent, the Lessor is authorised to have this inspection performed by its agent and the findings thus made will be regarded as an irrefutable finding of the condition of the rental vehicle.
- 10.5. If the Lessee is unable to make use of the vehicle during the rental period for any reason whatsoever, the Lessor will not bear any liability, directly or indirectly, for the ensuing damage and costs suffered by the Lessee. If further driving is impossible because of an accident or breakdown, the Lessee cannot lay claim to any compensation against the Lessor for any damage directly or indirectly suffered. The Lessee has nevertheless the right to a replacement vehicle according to the conditions stated in article 6.
- 10.6. If the Lessee is unable to return the key(s) of the rental vehicle, for any reason whatsoever, the costs of changing the locks and making a new set of keys will be payable by the Lessee. The same applies to any costs relating to retrieving the rental vehicle from the place where it has been left by the Lessee to the place where it can be secured and immobilised.
- 10.7. The Lessee remains liable and responsible for the rental vehicle as long as it has not been inspected and accepted back by the Lessor. If the Lessee leaves the rental vehicle at a location other than the Lessor's branch or the relevant supplier, the Lessee will also be held liable for any damage until the Lessor actually collects the rental vehicle.
- 10.8. The accessories, alterations and features introduced and paid for by the Lessee must be removed, unless this removal will cause damage. The Lessor is not obliged to pay any compensation to the Lessee for the introduced accessories, alterations and features that may not be or are not removed because of this provision.
- 10.9. A Vehicle Return Form is signed by or on behalf of the Lessee when the rental vehicle is returned; it specifies, *inter alia*, the return date, kilometre reading and condition of the rental vehicle. The rental is payable up to and including the day on which the Lessor has disposal of the rental vehicle with its equipment, key(s) and documents and has received the Vehicle Return Form.
- 10.10. The Lessor is not liable towards the Lessee or any authorised driver or passenger for loss or damage to property that is left in the rental vehicle during or after the rental period.

Art. 11 Deviations, applicable law, disputes, jurisdiction, arbitration in case of technical vehicle problems and rules of evidence

- 11.1. Deviations from the provisions of the General Terms and Conditions and any other clauses are binding on the Lessor only insofar as it has expressly agreed to these in writing.
- 11.2. Belgian law applies to these General Terms and Conditions and the Lease Agreements.
- 11.3. Disputes will be settled out of court as far as possible. If this is not possible, disputes (except in the case of art. 10.4.) between the Lessor and the Lessee will be subject solely to the assessment and judgment of the competent court in Brussels.

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- 11.4. In case of a dispute between the Lessor and Lessee pertaining to a technical vehicle problem, the parties must jointly appoint an expert who will be requested to issue them with a binding opinion. Any costs associated with the issue of the binding opinion are payable by the unsuccessful party.
- 11.5. All extrajudicial costs incurred by the Lessor to safeguard its rights in relation to the performance of the Lease, including any costs of judicial enforcement, are payable by the Lessee.
- 11.6. If several natural or legal persons have entered into a Lease as the Lessee under these General Terms and Conditions, they will each be jointly, severally and indivisibly liable for the performance of all the obligations arising from the General Terms and Conditions and/or the Lease Agreement.
- 11.7. If the General Terms and Conditions are to be amended, the Lessor will send the amended version to the Lessee. If there is no feedback within 15 days, the Lessee will be deemed to have approved the amended General Terms and Conditions.
- 11.8. The processing and exchanges of personal data in the context of the Lease Agreement are subject to Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("**GDPR**") and other relevant applicable laws and regulations governing the protection of privacy, hereinafter referred to together as the "**Personal Data Protection Legislation**". The definitions used in the present General terms and conditions ("Personal Data", "Controller", etc.) are used in the same meaning as the Personal Data Protection Legislation.

Controller to controller transfer: In respect of the personal data exchanged between Parties in the context of the General Terms and Conditions:

- Arval shall be considered as the data controller of the Personal Data Arval processes; and
- The Client shall be considered as the data controller of the Personal Data that they process.

With regard to the information that has to be provided towards the data subjects, each Party warrants (and will deliver the proof whenever the other Party requests it) that all necessary information with regard to the processing of personal data, as required by the Laws and Regulations, has been provided to the data subjects before the data are transferred to the other Party; this information will a.o. include the fact that the other Party will receive the data and that it will, as a data controller, use these data for the purpose of providing a Vehicle or related services to the data subject. The Parties will indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Article 11.8.

If a Party receives or has access to Personal Data, in the context of the execution of the General Terms and Conditions, then they shall:

- a) process Personal Data only as permitted by and in strict compliance with the Personal Data Protection legislation and as required by these Terms and Conditions and not take any action, or permit any action to be taken, that may lead to a breach of the Personal Data Protection legislation,
- b) shall respect all obligations it bears in its quality of Data Controller and shall not take any action, or permit any action to be done, that may lead to a breach of the Personal Data Protection legislation,
- c) consider the Personal Data as Confidential Information,
- d) take appropriate security measures to protect the Personal Data against unauthorized or unlawful processing.

The Parties acknowledge that Personal Data shall not be transferred out of European Economic Area unless such transfer complies with the exceptions and/or conditions provided for by the Personal Data Protection legislation.

Arval's vehicles are equipped with telematics hardware, which allows data to be collected on the performance and use of the vehicles for the benefit of Arval. Arval informs the drivers about the presence of this telematics hardware during the ordering process and / or upon delivery of the vehicle. In addition, the driver also receives information about which data is collected, on what grounds and for what purposes, and about their privacy rights. Further information is available at <https://www.arval.be/en/privacy>.

- 11.9. All proof that the Lessor or Lessee must provide in writing for the application of the General Terms and Conditions and the ensuing Lease Agreement(s) may be validly provided by means of a letter, fax or similar document, as well as by electronic communication or correspondence. The parties acknowledge and accept that this proof has the same evidential force and value as an original private document.
- 11.10. The invalidity of one or more clauses of the General Terms and Conditions will not result in the other clauses or the General Terms and Conditions as a whole being declared invalid.

Art. 12 Compliance

- 12.1 "Know your customer"
You shall promptly upon our request, supply such documentation and other evidence as is reasonably requested by Arval, in order for Arval to carry out and be satisfied that it has complied with the "know your customer" or similar checks under all applicable laws and regulations and BNP Paribas group internal procedures.
- 12.2 "Anti-bribery, anti-corruption, and anti-money laundering and counter-terrorism"
Neither you nor any of your subsidiaries, yours or its directors or officers, or, to your best knowledge, your or their affiliate, agent or employee, has engaged or will engage in any activity or conduct that would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws and counter-terrorism laws and regulations or rules in any applicable jurisdiction and you have instituted and maintains policies and procedures designed to prevent violation of such laws, regulations and rules.
- 12.3 Sanctions
For the purpose of the representations and covenant contained in this Clause:
"**Sanctions**" means any economic sanctions or restrictive measures enacted, administered or enforced by the United States of America, the United Nations Security Council, the European Union the French Republic or other relevant sanctions authority.
- 12.3.1 Covenants
None of you, nor any of your subsidiaries, directors or officers, or, to your best knowledge, any of your affiliate, your or its agent or employee, is an individual or entity (a "**Person**"), that is, or is owned or controlled by a Person that is: (i) the target of any Sanctions (a "**Sanctioned Person**") or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country, or territory (a "**Sanctioned Country**").
- 12.3.2 Undertakings
None of you and any of yours affiliates will, directly or indirectly, use the Vehicles leased by and/or the Services proposed by Arval, (i) in respect of any activities or business of or with any Person, or in any country or territory, that, at the time of such leasing, is, a Sanctioned Person or Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any Person.
- 12.4 Information
You shall promptly inform us in case of:
(i) Non-compliance by you with the provisions of article 12.2 (*Anti-bribery, anti-corruption, anti-money laundering and counter-terrorism*) or article 12.3 (*Sanctions*); and/or
(ii) If any representation or statement made or deemed to be made under 12.2 (*Anti-bribery, anti-corruption, anti-money laundering and counter-terrorism*) or article 12.3 (*Sanctions*) is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.



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- 12.5 **Early termination**
We shall be entitled to immediately terminate the Lease Agreement as of right (without any requirement to satisfy further formalities) subject to prior written notice sent to you by registered letter with acknowledgement of receipt in the following events:
- (i) Non-compliance by you with the provisions of article 12.2 (*Anti-bribery, anti-corruption, anti-money laundering and counter-terrorism*) or article 12.3 (*Sanctions*); and/or
 - (ii) If any representation or statement made under article 12.2 (*Anti-bribery, anti-corruption, anti-money laundering and counter-terrorism*) or article 12.3 (*Sanctions*) is or proves to have been and/or to become incorrect or misleading in any material respect during the term of the Lease Agreement."

All damages, costs and expenses related to early termination of this Agreement and any Lease Agreement (including without limitation the early termination fees and costs mentioned in article 3.3 of the General terms and conditions) shall be borne by you.

13. Confidential information

- 13.1. All information not available to the public, supplied by one Party to the other in connection with the Lease Agreement and not previously known to that Party ("Confidential Information"), shall be used by that Party only in connection with this Agreement and shall be kept strictly confidential and secret at all times except if it has obtained the other Party's prior written consent.

Any Party will not, at any time during the Lease Agreement, (i) disclose to any third party any Confidential Information, except as permitted herein, and/or (ii) use the Confidential Information otherwise than as authorised herein, without the prior written consent of the other Party.

Notwithstanding the foregoing,

- each Party may disclose Confidential Information to:
 - Its directors, employees, professional advisors (except for third parties or external advisors performing fleet solution activities such as fleet management, fleet information, fleet consultancy activities and all other activities related thereto), auditors, and sub-contractors,
 - Its affiliates or parent companies (such as any parent company - including BNP Paribas SA and BNP Paribas Fortis SA for Arval),
- Lessee may disclose Arval's confidential information to:
 - Lessee's nominated fleet operator, provided that they have a need to know such confidential information in the course of the performance of their tasks, the disclosure of confidential information shall always be limited to that portion of confidential information that Lessee's Nominated Fleet Operator needs to know to be able to perform their tasks, and provided further that Lessee (i) ensures that Lessee's Nominated Fleet Operator is informed of the confidentiality obligations applying to the information under this Agreement, and (ii) procures that the Lessee's Nominated Fleet Operator agrees to be bound by comparable confidentiality undertakings. The Parties hereby agree that Lessee shall be responsible for any breach of the confidentiality undertakings by Lessee's Nominated Fleet Operator which has been provided with Confidential Information. Lessee shall procure Lessee's Nominated Fleet Operator executes a confidentiality undertaking at the latest on the date of signature of this Agreement.
 - Arval may communicate information about the Lessee to third parties (and their legal advisers) (i) which are acting as credit risk mitigation providers (including, and without limitation, insurance companies and reinsurance companies and their intermediaries) to Arval and/or with regard to any Lease Agreement, (ii) which may obtain Arval's rights under a Lease Agreement in accordance with clause 8.1, (iii) which may benefit from a credit security or surety agreement regarding or for Arval's rights under a Lease Agreement or (iv) through which confidential information in connection with any of the above transactions (on a need-to-know basis) may reasonably be disclosed; provided that each of the above third parties (i) needs to know such confidential information for the implementation and/or management of a Lease Agreement or for regulatory capital, risk management or refinancing purposes or for the purpose of covering the exposure of Arval or securing its obligations and (ii) has been informed of the confidential nature of such confidential information unless there is no such information requirement because the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by confidentiality requirements in terms of the confidential information.

The provisions of this clause and such confidentiality obligations do not apply to the Parties when:

- the Parties can prove that the Confidential Information was known by them prior to the Effective Date of this Agreement; or
- the Confidential Information was in the public domain at the date it was communicated or became available to the public domain after the date it was communicated; or
- the Confidential Information is accessible by the public through publication or any other means of communication, except if this results from a fault or the negligence of the Party receiving the information, or
- the Party having received the information can prove that such information was obtained from a third party who was lawfully authorised to disclose such information without breaching a confidentiality undertaking; or
- the Party having received Confidential Information is required to disclose any Confidential Information by applicable law or otherwise by any judicial, administrative, governmental or regulatory decision in connection with any action, suit, proceedings or claim. In such a case, the Party that received such information shall (to the extent permitted by applicable laws and regulations), inform the disclosing Party in order to allow the disclosing Party to exercise any legal right in view of obtaining a protective measure, or
- the Party having received the information has received the prior written consent of the other Party to release the Confidential Information.

The Party receiving Confidential Information acknowledges that:

- the Confidential Information is and shall remain the exclusive property of the Party that provided it with such Confidential Information
- the Party that communicated Confidential Information does not undertake to warrant the accuracy or exhaustive nature of the Confidential Information and shall not be held liable for the use thereof or the incomplete or erroneous nature of such information
- the Confidential Information shall not be used to the detriment of the other Party.

The obligations under this Agreement regarding the protection of Confidential Information shall survive the termination of this Agreement and shall remain applicable for a 2-year period from its termination date, except that such obligations will survive thereafter to the extent and for so long as such Confidential Information constitutes one or more trade secrets under applicable law.

In the event of any breach or threatened breach of the confidentiality of the Confidential Information by the receiving Party or its employees, officers, or representatives, the Parties acknowledge and agree that the disclosing Party may suffer irreparable harm and monetary damages may be inadequate to compensate the disclosing Party for any such breach or threatened breach. Accordingly, the non-breaching party will, in addition to any other remedies available at law or in equity, be entitled to seek injunctive relief specific performance or other equitable relief to enforce the confidentiality of its Confidential Information. The disclosing Party reserves the right to claim actual damages from the receiving Party.