

## SHORT-TERM LEASE TERMS AND CONDITIONS

The lessee accepts the terms and conditions below with regard to:

### 1. DATE AND DURATION OF THE AGREEMENT.

The lease is granted for the term specified in the accompanying Lease Agreement. It starts on the day on which the vehicle is actually made available. Any extension(s) must be signed by both parties and attached as an annex to the Lease Agreement. Under no circumstances will the lessee be able to claim tacit renewal.

### 2. VEHICLE PROVISION.

- a) The terms of the order form regarding delivery time, manufacturer, model, colour and so forth are only approximate, and cannot constitute grounds for the termination of the Lease Agreement, nor for the obtention of compensation. Nor can the lack of any option ordered constitute grounds for termination and/or compensation.
- b) The vehicle(s) will be made available to the lessee at the address stated in the Lease Agreement.
- c) Vehicle documents: the vehicles are provided with all official documents, as required by applicable legislation and regulations.
- d) Condition of the vehicle upon receipt: the vehicle is handed over in perfect condition in terms of bodywork, engine and interior, without external damage. Any visible defect must be reported to Van Mossel Autolease at the time of receipt. The vehicle is fully equipped and includes all accessories required by law, as well as a full fuel tank or a fully-charged battery pack.
- e) Any complaints must be adequately justified and must, whatever the circumstances, be made by registered letter within 7 days of delivery. Complaints do not provide grounds for the postponement of payment.
- f) The lessee can cancel the lease free of charge, subject to written notification to the lessor at the latest 5 days prior to the scheduled date on which the vehicle was to be made available. Any cancellation after this term will be subject to an administration fee.

### 3. LEASE PRICE.

3.1 A lease price will be charged for the lease of the vehicle as determined in the corresponding Lease Agreement.

3.2 The lease price includes: use of the vehicle, insurance policies/casco insurance, maintenance.

3.3 Not included in the lease price and thus payable by the lessee: fuel, fines/amicable settlements/fees, parking costs, and costs (including court and legal costs), which are incurred during the lease period through the fault of the lessee but are claimed from the owner of the vehicle, where they are not the fault of the owner.

### 4. USE OF THE VEHICLE.

4.1. The lessee makes the following commitments:

- a) To use the vehicle with due care and for the purpose for which it was intended:
  - It is thus prohibited to load the vehicle with goods which may cause damage, either because of the nature of the goods or because of their packaging or the manner in which they are secured;
  - The lessee undertakes not to load or transport goods that are dangerous or regulated by highway authorities;
  - The lessee must not use the vehicle to transport passengers or goods for a fee, to push or pull another vehicle, caravan or other object, to participate in races, rallies, tests or other competitions, or to give driving lessons;
  - The lessee undertakes to respect the general smoking ban in the vehicle.
- b) Not to abuse the vehicle in any way, for example by driving at excessive speed, loading it above the permissible gross weight, or towing with cables or rods.
- c) Not to make any changes to the vehicle.
- d) Not to affix any advertising to the vehicle, unless expressly agreed between the parties.

e) Neither to sublease the vehicle, nor to hand it over to another party in return for some consideration, nor to use it for public transport, nor to pledge it.

4.2. Unless expressly agreed otherwise, and subject to written confirmation by the lessor, the lessee may not cross national borders, which is to say that use of the vehicle abroad is not permitted.

4.3. Any violation of article 4.1 or 4.2 will lead to payment of the damage plus statutory interest by the lessee.

4.4. The lessor is not liable for damage caused to the lessee or third parties through the use of the vehicle, or due to technical malfunctions caused by the lessee him-/herself.

#### 5. DRIVING THE VEHICLE.

a) The lessee must comply with the laws and regulations applicable to the use of public roads and to road traffic. The lessee is personally liable for all infringements committed during the lease period. Fines in the broadest sense of the word, amicable settlements, fees, taxes and the like as a result of infringements committed during the lease period will be forwarded and/or passed on, with the addition of an administrative cost.

b) The vehicle is to be driven exclusively by the lessee him-/herself, unless written permission to the contrary is obtained from the lessor.

c) Each driver must be at least 21 years of age.

d) Each driver must have held a valid and permanent driver's licence for a full year, as required for this type of vehicle. The lessee will provide the lessor with a copy of the driver's licence. The lessee remains fully responsible in the event that it turns out that the driver no longer has a (valid) driving license. Where necessary, he/she will indemnify the lessor against all costs arising from this (e.g. vehicle seizure, fines, storage costs, logistics costs, etc.).

#### 6. MAINTENANCE/REPAIR OF THE VEHICLE.

The lessee is prohibited from carrying out or commissioning any maintenance work or repairs without consulting the lessor. Any maintenance and repairs must, without exception, be carried out by an authorized dealer. Any maintenance or repair performed without the lessor's permission cannot be charged to it. In the event that long journeys are planned, the lessee is obliged to inform the lessor and to comply with any special instructions. Any violation of this article will lead to the payment of the damage plus statutory interest by the lessee. The lessee will immediately notify the lessor of any defects or shortcomings.

#### 7. INSURANCY POLICIES/CASCO INSURANCE.

7.1 Civil liability insurance is provided for the vehicle. The applicable insurance policy or policies will be made available for inspection by appointment at the registered office of the lessor. Risk relating to theft, fire and material damage is covered by the lessor's casco insurance. The terms and conditions for the casco insurance can be found on the lessor's website and are binding on the lessee/driver.

In the event of damage caused by the lessee, the lessee is liable to the lessor per claim up to the own risk sum stated in the lease agreement. The own risk sum is immediately claimable from the lessee on the occurrence/determination of a claim.

7.2 The following damage is **under no circumstances covered by the Casco Insurance:**

a) Damage to the vehicle's roof due to, among other things, contact with entrance gates, tree branches, ceilings, signs, lighting and/or damage from the load;

b) Damage to the vehicle's undercarriage (due to ruts or subsidence, e.g. in the road surface or in yards, etc.);

c) Damage resulting from major fault or gross negligence on the part of the lessee and/or another driver (e.g., driving under the influence of alcohol or drugs);

d) Damage caused intentionally (fraud) by the lessee and/or another driver;

e) Damage to any goods transported by the lessee;

f) Cleaning costs (internal/external) for the vehicle;

The lessee is fully and without limitation liable for this damage. The lessor can charge the lessee for all the financial damage it suffers.

#### 8. ACCIDENTS.

In the event of accidents, including theft, fire or glass breakage, the lessee or his/her agents must:

a) in any case inform the lessor immediately;

b) collect witnesses insofar as possible;

- c) under no circumstances sign any acknowledgment of liability for the accident;
- d) provide the lessor with a written and detailed statement about the accident within 24 hours;
- e) report the accident to the police;
- f) prepare an accident report and submit it to the lessor along with all data important for the legal resolution of the accident (e.g., interventions by experts/doctors, names of injured persons, names of witnesses);
- g) undertake to cooperate with the lessor or the lessor's insurers where there is an investigation or legal proceedings.

#### 9. THEFT.

As soon as theft is detected, a statement must be made to the competent police service at the place of the theft and the lessor must be informed of it immediately.

#### 10. REPLACEMENT – VEHICLE DOWNTIME.

- a) The lessor has the right to replace the vehicle with another vehicle of the same type at any time without justifying its decision.
- b) In the case of forced vehicle downtime for reasons of repair or breakdown, no compensation can be claimed from the lessor for whatever reason.
- c) Every day of forced downtime due to breakdown or repair will be deducted from the total amount due if no replacement vehicle has been made available to the lessee.

#### 11. INVOICING - PAYMENT.

For a lease period of less than 1 month, the invoice will be submitted at the end of the lease period. For a lease period of 1 month or longer, the lease price is payable per month, at the end of each month. The lease is payable in accordance with the information on the invoice.

In the event of late payment, the lessee will automatically and without notice of default become liable to interest on arrears of 1% per month from the due date to the date of full payment, as well as fixed compensation of 10% on the amounts unpaid or paid late, with a minimum of EUR 150.00. The foregoing applies without prejudice to the lessor's right to prove and claim the actual damage suffered. In addition, all receivables will become immediately due, any obligations to be performed may be suspended, and future agreements may be terminated.

Objections to an invoice must be made by registered letter within 7 days of receipt of the invoice, after which it is deemed to have been accepted.

#### 12. RETURNING THE VEHICLE.

Unless expressly agreed in writing, the lessee undertakes to return the leased vehicle at the end of the lease period or on the date specified in the accompanying lease agreement to the place where the vehicle was made available to the lessee. If the vehicle is left at a different location, the lessor will pass on to the lessee the costs for transport of the vehicle. In this case, the lessee remains responsible for any loss, damage, theft or misappropriation until the lessor picks up the vehicle. Lease fees are due until the lessor again takes possession of the vehicle.

The lessor retains the right to reclaim the vehicle at any time, wherever it may be located. The costs arising in such circumstances and from any prosecution will be borne fully by the lessee.

Any lessee who fails to return the vehicle at the end of the agreement will be subject to civil and criminal prosecution.

The lessee undertakes to return the vehicle in the same perfect condition in which it was received. The lessor is entitled to charge the lessee in full for the costs of repair related to unreported damage and/or careless use, which are determined when the vehicle is returned at the end of the lease agreement. Where possible, an adversarial report will be drawn up on return of the vehicle between the lessee on the one hand and the expert designated by the lessor on the other. In the absence of the lessee or his/her representative, or in the absence of the lessor, the return report will be drawn up by the lessor as soon as the vehicle is back in its possession, after which the report will be sent to the lessee. If the lessee does not object in writing within 5 working days after receipt of the official report, he/she is deemed to accept the conclusions of the lessor as binding and irrevocable. In this case, the determination is deemed to have taken place adversarially. In the event of a dispute regarding the findings of the lessor and/or its expert, the lessee has the right to have a counter-assessment carried out at his/her own expense. If in this fashion no agreement can be reached, the assistance of a third independent expert will be called in, whose decision will be binding on the parties. The fees of this independent expert will be borne by the party found to be unsuccessful. Under no circumstances can a

provisional report drawn up by a recognized concessionaire or by the towing service serve as an adversarial official report.

### 13. LEASE TERMINATION ON GROUNDS OF NON-PERFORMANCE.

If one of the parties commits a breach of one of the provisions of the Lease Agreement or the General Terms and Conditions, the other party has the right to terminate the Lease Agreement immediately, without compensation and without judicial intervention, at the expense of the defaulting party, if the defaulting party does not terminate the breach within a period of 7 days after a notice of default describing the breach has been sent to it by registered letter. The period of 7 days starts from the postmark of the notice of default. If the defaulting party commits the same breach again within three months of the expiry of the above-mentioned period of 7 days, the other party can terminate the Lease Agreement as above, but without additional notice of default and without allowing the defaulting party to remedy the breach.

In the following cases, the lessor is whatever the circumstances entitled to terminate the lease without judicial intervention and at the expense of the lessee, the costs thereof being borne by the lessee:

- in the event of late payment of two lease instalments by the lessee;
- in the event of bankruptcy or manifest insolvency, a judicial reorganization agreement, a cessation of payments and/or a request for postponement of payment; in the event of a concurrence of creditors; in case of the death, dissolution, or liquidation of the lessee;
- in the event of termination, suspension or annulment by the lessee or the insurance company of the insurance policy covering the risks relating to the vehicle, unless this is attributable to the lessor;
- in the event of a government claim against the vehicle; in case of vehicle impoundment;
- in the event that the lessee assigns his/her estate, stops all or part of his/her professional activities, transfers these General Terms and Conditions or a Lease Agreement, or moves to another country;
- in the event that the lessee uses or allows a vehicle to be used for a purpose other than that for which the vehicle is intended.

In the aforementioned cases, the lessee must pay a cancellation fee, estimated at a fixed amount of EUR 500.00. The cancellation fee is due immediately, and in the event of non-payment within 7 days after notification of the amount, the lessee will owe arrears interest of 1% per month from the due date until the date of full payment.

In the above cases, the lessor has the right to repossess the vehicle by all legal means and without further formalities at the expense of the lessee, wherever the vehicle is located, and from any third party who has custody of the vehicle.

In the event of non-return of the vehicle after termination, for whatever reason, of the Lease Agreement, the lessee is obliged from termination until the actual return of the vehicle to compensate the lessor for the loss of enjoyment it has suffered for that period. The compensation for loss of enjoyment is equal to the lease price of the vehicle raised by 12% annually.

### 14. SOLIDARITY.

The lessee, the driver and the person or company on whose behalf the lease is concluded are jointly and severally liable for both the lease price and for any costs that the lessor can claim in accordance with the provisions of the accompanying Lease Agreement and these general terms and conditions.

### 15. COMPENSATION.

The lessee expressly undertakes to pay an additional fixed (administrative) cost in the following cases:

- Late cancellation of the lease.
- Fixed compensation per day in the event of vehicle downtime due to non-collection and/or late cancellation in order to compensate the lessor for loss of enjoyment. This compensation is due for each day of vehicle downtime from the date on which the vehicle was to have been made available to the lessee until the day following the day that the vehicle is finally collected, or the lessor has received a complete and correct written cancellation from the lessee. This fee is equal to the lease price (pro rata per day) as specified in the Lease Agreement, raised by 10%
- For forwarding and/or invoicing fines in the broadest sense of the word, amicable settlements, fees, taxes and the like, as a result of infringements committed during the lease period.
- Loss of vehicle documents/licence plates/keys/accessories.
- Transport costs.

- Extra mileage.

If the lessee does not return the vehicle in the same perfect condition in which it was received, costs may be charged for, among other things:

- Repairs of undeclared damage.
- Refuelling and/or recharging: the daily price will be charged in € per litre or per kWh, plus a service fee.
- Internal and external cleaning costs.
- Lettering: compensation if, when the vehicle is returned, damage has been caused as a result of lettering applied to the vehicle, or if the lettering applied has not been removed.

Concrete amounts will be found on the rate sheet, as published on the lessor's website.

**16. APPLICABLE LAW - JURISDICTION.**

This lease agreement is governed by Belgian law. Only the courts of Antwerp or alternatively Kortrijk are competent to rule on any disputes.

**17. RESIDENCE.**

The parties elect residence at the address given in the accompanying Lease Agreement.

The fact that the lessee may not receive these general short-term lease terms and conditions in the language associated with his/her statutes/registered office does not in any way exempt him/her from their application.

The fact that a clause of these terms and conditions is not applied cannot be interpreted as a waiver of these terms and conditions.

**Signature for acceptance of the above terms and conditions:**

**Signature:**.....

**Name:**.....

**Date (DD/MM/YYYY):** .....