

**GENERAL TERMS AND CONDITIONS SERVICE AGREEMENT
DAIMLER TRUCK FINANCIAL SERVICES NEDERLAND B.V.**

Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

Client:	the (natural or legal) person referred to in the service agreement (hereinafter: the Agreement) with whom FS has entered into such an Agreement;
FS:	the company Daimler Truck Financial Services Nederland B.V., referred to in the Agreement, having its registered office in Nieuwegein and/or its legal successor;
Annual mileage:	the annual use of the Vehicle in kilometres and/or operational hours on an annual basis agreed in the Agreement between FS and the Client.
Term:	the term of the agreement referred to in the Agreement;
Vehicle:	the Vehicle referred to in the Agreement.

Clause 1 Applicability

- 1.1 These General Terms and Conditions apply to all offers and agreements relating to service components, in which reference is made to these General Terms and Conditions. Deviations from these General Terms and Conditions may only be agreed upon in writing.
- 1.2 General (purchase) conditions of the Client, under whatever name, do not apply.
- 1.3 FS is entitled to amend these General Terms and Conditions to reflect (statutory) changed circumstances, without the Client being entitled to dissolve the Agreement. FS will inform the Client of such an adjustment in writing or electronically. Until 30 days after the adjustment date, the Client has the right to refuse the adjustment if the adjustment leads to far-reaching changes, unless these changes result from a statutory regulation or provision. If the General Terms and Conditions are refused, the old General Terms and Conditions will continue to apply to the service agreements already commenced. The new General Terms and Conditions will apply to new agreements. If the Client does not exercise this right, it/he will be deemed to have agreed to the adjustment(s).

Clause 2 Formation and duration of the Agreement

- 2.1 The Agreement is formed when an unaltered copy of the Agreement has been received by FS, signed by the Client.
- 2.2 The Agreement is entered into for the fixed Term or as much shorter as determined by the time at which the Vehicle has travelled the number of kilometres and/or operational hours laid down in the Agreement.
- 2.3 In addition to clause 2.2, for battery electric Trucks the Agreement is entered into for the fixed Term or so much shorter - depending on which of the following circumstances occurs first - being the time at which the Vehicle (i) has travelled the number of kilometres and/or operational hours laid down in the Agreement; or (ii) the maximum number of charging cycles, i.e. 1800.
- 2.4 Without prejudice to FS's right to premature termination, as described in clause 4 of these General Terms and Conditions, the Agreement will end after the expiry of the agreed Term.

Clause 3 Transfer of rights and obligations

- 3.1 FS has the right to transfer or pledge the performance of its obligations and the claims, powers, rights, privileges and actions related to the Agreement to one or more third parties. FS shall notify the Client of a transfer in good time in writing. By signing the Agreement, the Client already grants its/his cooperation and consent in advance to a transfer by FS of its obligations and rights under the Agreement and the supplementary agreements by means of a transfer or a contract takeover.

Clause 4 Premature dissolution and termination of the Agreement

- 4.1 The Agreement can be dissolved (whether or not extrajudicially) by FS:
 - a. if the Client fails to fulfil its/his obligations under this Agreement, or fails to do so in good time or properly, or if the Client applies for suspension of payments or bankruptcy, or is declared bankrupt.
 - b. if the Client is in arrears for two or more months with payment of the monthly amounts and, after having been given notice of default, fails to perform its/his obligations (in full).
 - c. if the Client sells the Vehicle to which the Agreement relates to third parties, in the event of theft or destruction of the Vehicle (e.g. in the case of total loss), the Client must inform FS of this immediately. In that case, the Agreement will be terminated as from the date of the sale, theft or destruction, but no earlier than the date of the notification by the Client.
 - d. if there is an unacceptable risk pursuant to the Financial Supervision Act and/or Sanctions Act and/or (internal) integrity rules, whether or not after an interim investigation.
- 4.2 In the event of termination of the Agreement due to sale, theft or destruction as referred to in the previous paragraph, FS is entitled to charge the Client costs that FS paid within 6 months prior to termination, taking into account a depreciation of those costs over the originally agreed term and the nature of the repairs and/or maintenance performed.
- 4.3 In the event of termination or dissolution as referred to in this clause, the Client will owe FS a fee of €250. FS reserves the right vis-à-vis the Client to compensation of costs and damages, including those of legal and other assistance and without prejudice to the Client's liability for non-performance of its/his obligations under the Agreement.

Clause 5 Payment

- 5.1 Invoices of FS must be paid monthly in advance by means of direct debit at the latest before the first day of the calendar month concerned. Set-off or compensation by the Client is not allowed. The Client has authorised FS by means of a SEPA standing order to collect all claims from the Client's bank account.
- 5.2 If the Client cannot use the Vehicle for any reason whatsoever, this does not entitle the Client to suspend or cease any payment to FS in whole or in part, or to unilaterally terminate or dissolve the Agreement.
- 5.3 In the event of late payment, the Client will be in default by operation of law without any notice of default being required. The Client is obliged to pay default interest of 1.5% per month on the amount due, for the duration of the default.
- 5.4 Extrajudicial costs incurred by FS to collect its claims will be borne by the Client:
 - a. in the event that the Client is a natural person who does not act in the conduct of a profession or business, the rates set by an order in council to implement Article 6:96 of the Dutch Civil Code apply;
 - b. in other cases, the costs are calculated on the basis of 15% of the principal, with a minimum of €200.

Clause 6 Use

- 6.1 The Client shall take care of the Vehicle with due care and strictly follow the manufacturer's instructions.
- 6.2 The Client shall ensure that the Vehicle is operated exclusively in an expert manner. And perform daily maintenance in accordance with factory instructions.
- 6.3 The Client must report a defect in the odometer/(operational) hour counter to FS immediately in writing and have this defect repaired as soon as

possible.

The Client shall lend its/his full cooperation to FS and provide FS with all required data upon first request in order to enable FS to determine the number of kilometres and/or operational hours driven with the defective odometer/(operational) hour counter. If FS is unable to determine this number of kilometres and/or operational hours unambiguously, FS is entitled to make an estimate that is binding on the parties.

Clause 7 Service components

The following service components apply if these are included in the Agreement.

A. Maintenance

A1 Included are the costs of maintenance and checks in accordance with the factory instructions. The necessary materials, lubricants and grease and the performance of maintenance in so far as this is part of the regular maintenance services are included.

If, after the check, it turns out that a part needs to be replaced, the costs relating to the replacement, material, wages and fluids do not fall under this Agreement.

A2 The Client shall be obliged to maintain the Vehicle in accordance with the manufacturer's instructions and according to the appropriate documents (maintenance booklet) or systems in the Vehicle. Maintenance must be carried out by an authorised repairer of the brand of the Vehicle and/or a company authorised by FS for that purpose.

A3 All additional costs to restore the state of repair as a result of maintenance work not carried out or not carried out in good time will be borne by the Client.

A4 Any extra charges incurred because the Client has work performed outside normal working hours and outside normal maintenance will be borne by the Client.

A5 During the last two months of the Agreement maintenance will only be carried out after consultation with FS.

B. Repairs and maintenance

B1 The Client shall be obliged to maintain the Vehicle in accordance with the manufacturer's instructions and according to the appropriate documents (maintenance booklet) or systems in the Vehicle. Maintenance must be carried out by an authorised repairer of the brand of the Vehicle and/or a company authorised by FS for that purpose.

B2 The costs of repairs and maintenance, with the necessary materials, lubricants and grease and the performance of maintenance are included. Repairs and maintenance must be carried out by an authorised repairer of the brand of the Vehicle and/or a company authorised by FS for that purpose.

B3 The costs of repairs and maintenance resulting from excessive wear and tear, improper use, abuse or negligence as well as daily maintenance of the Vehicle shall be at the expense and risk of the Client. FS will not reimburse the costs of repairs and maintenance of parts, accessories, options or mountings that are not expressly included in the Agreement.

B4 Any extra charges incurred because the Client has work performed outside normal working hours and outside normal maintenance will be borne by the Client.

B5 Repairs to the Vehicle abroad will only be performed after FS's permission has been obtained. The related costs will only be borne by FS in so far as they would also have been incurred in the Netherlands. If these costs turn out to be higher than the total costs would have been in the Netherlands, they will be entirely at the expense and risk of the Client.

B6 During the term of the Agreement, FS is entitled at all times to use original refurbished (exchange) parts when replacing parts.

B7 The Client shall ensure that the Vehicle is always in a complete, original and good state of repair. Adjustments to and/or modifications of the Vehicle, such as chip tuning, kilometre and speed registration instruments, are not allowed.

B8 Unless stated otherwise in the Agreement, the following costs are not included:

a. repairs to and replacement of tyres and windows;

b. repairs necessary due to technical damage, caused by improper use or operation or negligence therein, such as damage caused by overloading in any form whatsoever, all this to be demonstrated by FS;

c. labour costs and materials for interim filling up of additives;

d. repairs of body work damage;

e. spraying and cleaning of the Vehicle;

f. maintenance and repairs of parts that are not part of the standard Dutch model of the Vehicle;

g. work on mountings or accessories applied afterwards;

h. loss or theft of parts;

i. all additional costs to restore the state of repair as a result of maintenance work not having been performed or not performed in good time;

j. repairs to and/or replacement of the high-voltage battery.

B9 If ServicePlus is **NOT** part of the Contract, the following costs are not included:

a. labour costs and materials for interim oil refills;

b. all statutory inspections that are - or are to be made - compulsory, whether or not periodically;

c. the towage or recovery of the Vehicle.

B10 During the last two months of the Agreement repairs and maintenance will only be performed after consultation with FS.

C. Replacing tyres

C1 If the costs of tyre replacement are included, this only relates to the costs resulting from normal wear and tear. Replacement of tyres at FS's expense will take place at the time deemed necessary by FS, in any event before the statutory minimum profile thickness has been reached and will be performed at a service provider determined by FS.

C2 The Client is responsible for checking and adjusting the tyre pressure.

C3 If the winter tyres component is part of the Agreement, the tyre change must take place at a service provider determined by FS and within the period indicated by FS.

C4 The winter tyres shall be stored at a service provider to be determined by FS and remain the property of FS.

Clause 8 Contract adjustment and final settlement

8.1 If Maintenance, Repairs and Maintenance and/or Replacement of tyres are part of the Agreement and it turns out that the number of kilometres and/or operational hours driven with the Vehicle deviates more than 10% from the agreed monthly mileage and/or operational hours, FS may adjust the monthly amount with retroactive effect to the commencement of the Agreement and/or amend it during the remaining duration of the Agreement. The mileage and/or operational hours will be adjusted with due observance of the maximum number of kilometres and/or operational hours to be driven by the Vehicle. This maximum depends on the type of Vehicle and is determined by FS.

8.2 If FS does not make adjustments as referred to above in the monthly amount in the interim, FS is at all times entitled to charge the Client for the costs related to the additional kilometres and/or operational hours driven at the end of the Agreement.

- 8.3 If the agreed total mileage is reached earlier than the end date of the Agreement, the final settlement will be made on the basis of the kilometre price included in the Agreement and the Agreement will be terminated. All costs after the maximum mileage has been reached will be borne by the Client.
- 8.4 If the Agreement is amended at the Client's request, the Client will owe FS a fee of €250.

Clause 9 Price indexation

- 9.1 Each year, on the basis of data from Statistics Netherlands, FS determines the price change (if any) of the components Maintenance, Repairs and Maintenance and Replacement of tyres. This will be communicated to the Client in December of each year and incorporated in the monthly amount.

Clause 10 Changes of address/registration/personal data

- 10.1 The Client is obliged to inform FS of changes of address in good time and in writing, stating the agreement number.
- 10.2 FS will process personal and other data relating to the Client as referred to in the Dutch General Data Protection Regulation (Implementation) Act (UAVG) and the General Data Protection Regulation (GDPR) for the provision of services as referred to in these General Terms and Conditions and for other purposes as referred to in the UAVG and the GDPR. To the extent that the Client's consent is required, the personal data and other data will only be processed in accordance with such consent.
- 10.3 Based on the processing referred to in clause 10.2, FS can offer the Client the best possible service, provide the Client with up-to-date product information in good time, make personalised offers and comply with its obligations towards the Client. FS will only make data available to third parties if this is permitted by the UAVG and the GDPR, for example because the provision of data is necessary to comply with any statutory obligation or if it is necessary to properly perform the Agreement. In addition, the data in the context of product information, (direct) marketing activities and other services will be made available to FS's affiliates. The Client has a right of inspection and correction in respect of the data. The Client may withdraw its/his consent to FS for the processing regarding direct marketing activities at any time.
- 10.4 The FS privacy statement can be viewed at <https://nl-nl.dtfs.nl/privacy-policy/>

Clause 11 Disputes and applicable law

- 11.1 The Contract shall be governed exclusively by Dutch law. The Utrecht District Court shall have exclusive jurisdiction in the event of any disputes.

Clause 12 Final provisions

- 12.1 If any part of the Agreement is null and void or will be nullified, this shall not affect the validity of the other provisions. In that case, the parties will be obliged to replace the nullified part with a provision that approximates the intention of the relevant part as closely as possible. FS will at all times be entitled to unilaterally amend provisions of the Agreement and annexes in favour of the Client.
- 12.2 If, due to any circumstances whatsoever, the Client is unable to use the Vehicle, FS shall never be liable for any damage on the part of the Client whatsoever.

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