



An initiative of BOVAG, Friesland Lease and ENRA Verzekeringen.

BOVAG LEASEFIETS



Terms and Conditions Privé Leasefiets

Version: 1.1
30-09-2016

Index

Definitions		Page 3
Article 1	Applicability and amendment	Page 4
Article 2	The offer/ the quotation	Page 4
Article 3	The documents of the Lease Agreement and their mutual ranking	Page 4
Article 4	Registration of the agreement and payment arrears	Page 5
Article 5	Duration of the Lease Agreement and commencement of the Lease Period	Page 5
Article 6	Delivery of vehicle	Page 5
Article 7	The instalment amount, adjustments and deposit	Page 6
Article 8	Payment of the instalment amount and other amounts	Page 7
Article 9	Attachment of accessories	Page 8
Article 10	Terms and Conditions of Insurance	Page 8
Article 11	Use of vehicle	Page 9
Article 12	Repairs and preventive maintenance	Page 9
Article 13	Replacement vehicle	Page 9
Article 14	Impoundment of the vehicle and fines	Page 10
Article 15	Termination of the Lease Agreement before end of Lease Period	Page 10
Article 16	Termination in the event of loss of work or divorce	Page 11
Article 17	Termination in the event of death	Page 11
Article 18	Termination payment	Page 11
Article 19	Damage due to a defect on the vehicle	Page 12
Article 20	Change of address	Page 12
Article 21	Applicable law	Page 12
Article 22	Amendment to the Lease Agreement	Page 12
Article 23	Joint and several liability	Page 12
Article 24	Returning the vehicle and administrative settlement of the Lease Agreement	Page 13
Article 25	Purchase option	Page 13
Article 26	Final settlement	Page 14
Article 27	Transferability	Page 14
Article 28	Force Majeure	Page 14
Article 29	Personal data	Page 14
Article 30	Rounding off of monthly amounts	Page 14

Definitions

BOVAG Leasefiets	The trade name of Friesland Lease BV under which the offer of Privé Lease is made in cooperation with BOVAG and ENRA Verzekeringen.
Consumer	A natural person, not acting in the performance of a profession or operation of a business.
Friesland Lease BV	The 'lease company' legal entity with which you are entering, will enter or have entered into an agreement for operational (Privé) lease (hereinafter to be referred to by the trade name BOVAG Leasefiets).
Instalment amount	The monthly amount to be paid. BOVAG Leasefiets also refers to this as the lease instalment, lease fee or monthly fee.
Lease Agreement	An agreement for operational Privé Lease pertaining to a vehicle.
Lease Company	The legal entity with which you are entering, will enter or have entered into an agreement for operational (Privé) Lease.
Lease Contract	The written or electronic document in which the parties to the Lease Agreement are identified and which states all important points of the Lease Agreement.
Lease Period	The period during which you are entitled to use the vehicle on the grounds of the Lease Agreement.
Operational lease	The lease form in which ownership of the vehicle remains with BOVAG Leasefiets and you have the right to use the vehicle for a specific period of at least 12 months, unless otherwise agreed.
Privé Lease	The term 'Privé Lease' means the same as Private Lease. BOVAG Leasefiets has chosen to use the term Privé Lease.
Terms and Conditions	In the event that reference is made to terms and conditions, this refers to a combination of General Terms and Conditions and/or Terms and Conditions of Insurance.
Vehicle	The leased or lease object with at least two wheels without registration plate or which exclusively bear a blue registration plate issued by the National Vehicle and Driving Licence Registration Authority and which are therefore not permitted to drive faster than 25 km/h, and electric vehicles which exclusively bear a yellow registration plate issued by the National Vehicle and Driving Licence Registration Authority and which are therefore not permitted to drive faster than 45 km/h; not being a car.
You	The natural person who is entering, will enter or has entered into an agreement for operational (Privé) Lease with BOVAG Leasefiets.

Article 1 – Applicability and amendment

- 1.1 These General Terms and Conditions are applicable to all lease agreements for private operational lease of vehicles or electric vehicles entered into between you and BOVAG Leasefiets.
- 1.2 BOVAG Leasefiets declares applicable the most recent version of these terms and conditions at the moment the Lease Agreement is entered into. The applicable version is stated in the Lease Contract.
- 1.3 Divergent and conditions are only applicable if these have been agreed between you and BOVAG Leasefiets in writing.
- 1.4 If any provisions of these General Terms and Conditions are null, the other General Terms and Conditions will remain in effect and the provision in question will be replaced by a provision which approaches the original tenor of said provision as much as possible.
- 1.5 You can find the Terms and Conditions of Insurance for the Comprehensive and Rider Accident Insurance (OOV) on the website of BOVAG Leasefiets (www.bovagleasefiets.nl).
- 1.6 The terms and conditions and documents belonging to the Lease Agreement may be amended by BOVAG Leasefiets. The amended terms and conditions and documents will only be applicable to new lease agreements, except in the case of amendments which are necessary due to changes to legislation and regulations and which have been signed for agreement by you and by BOVAG Leasefiets.

Article 2 – The offer / the quotation

BOVAG Leasefiets issues the quotation in writing or electronically. The quotation is dated and states on which date the quotation will lapse. The quotation contains the most important elements of the Lease Agreement. These are described in a sufficiently clear manner so that the consumer can make a good assessment of the offer. The offer/ the quotation is always issued subject to acceptance. BOVAG Leasefiets has subcontracted the acceptance process to EDR Credit Services.

Article 3 – The documents of the Lease Agreement and their mutual ranking

The rights and obligations of the Lease Agreement can be found in the following documents:

- In the Lease Contract. This is the document to be signed by you on which your details and those of BOVAG Leasefiets are entered and on which the most important parts of the Lease Agreement are set down, such as:
 - the make, type and version of the vehicle;
 - the agreed duration of the Lease Period;
 - the main amounts and fees, such as:
- the instalment amount applicable at the start of the Lease Agreement;
- if applicable: the amount of the deposit;
- the amount of the excess for damage at the start of the Lease Period;
- if applicable: the contract and administration costs for processing the application;
- In these General Terms and Conditions.
- In the Return Guidelines This contains provisions about the procedure for returning the vehicle and processing damage which is ascertained when you return the vehicle.
- In any additional terms and conditions on exceptional subjects, such as Terms and Conditions of Insurance.

BOVAG Leasefiets includes all documents in which the terms and conditions of the Lease Agreement are set down with the quotation, summarises them in the Lease Contract and makes them available to you before the agreement is entered into.

Article 4 – Registration of the agreement and payment arrears

The Lease Agreement, the financial obligations pertaining to it and any payment arrears will not be forwarded by BOVAG Leasefiets to the Stichting Bureau Krediet Registratie (BKR).

Article 5 – Duration of the Lease Agreement and commencement of the Lease Period

- 5.1** The Lease Agreement commences at the moment BOVAG Leasefiets receives the Lease Contract signed by you. If this is a contract which is sent electronically (scan, email, web form, etc.), the term 'signed' is deemed to mean the approval required for said form.
- 5.2** You can terminate the agreement at no cost within 14 days of BOVAG Leasefiets receiving the Lease Contract signed by you. You can do this by completing the revocation form – which you received from BOVAG Leasefiets at the time of commencement of the Lease Agreement – and returning it to BOVAG Leasefiets within the 14-day period. Rather than complete the revocation form, you can also use any other declaration in which you clearly state that you terminate the Lease Agreement.
- 5.3** You can only collect the vehicle once the cooling-off period has ended. If the vehicle is already available, and you want to have immediate access to it, you can waive your cooling-off period. You do this by signing the Lease Contract in the presence of an employee of BOVAG Leasefiets or by a person authorised by it, making known in writing at that time that you wish to have immediate access to the vehicle.
- 5.4** You can collect the vehicle as soon as the cooling-off period has ended without you having terminated the Lease Agreement or if the cooling-off period has lapsed because you signed the Lease Contract in the manner stated in article 5.3, you have paid the deposit and the vehicle is ready for you to collect. If, at the time the Lease Contract is signed, it is not yet known when the vehicle can be collected, you will receive a message from BOVAG Leasefiets or from the supplier of the vehicle as soon as it is known when the vehicle can be collected.
- 5.5** The Lease Period commences on the day on which you collect the vehicle. This is not the case if you do not collect the vehicle within 5 days after the vehicle could be collected according to the message from BOVAG Leasefiets or from the supplier. In that case, the Lease Period will commence on the day after said 5-day period.
- 5.6** The Lease Period ends when its agreed term has ended, if the Lease Agreement is terminated earlier or notice of termination is given in accordance with these General Terms and Conditions. With the exception of the Lease Period passed, you will owe the termination payment stated in article 15 of these General Terms and Conditions.

Article 6 – Delivery of vehicle

- 6.1** The vehicle will be delivered to the dealer of your choice or to a dealer to be selected by BOVAG Leasefiets.

- 6.2** It is important to us that you yourself take receipt of the vehicle from the supplying dealer. Before the vehicle is delivered to you, you sign the Proof of Deployment, together with the dealer. Please also take proof of identity with you, so that the dealer can check your signature.
- 6.3** If the vehicle which is ready for delivery is not collected by you within a reasonable period, delivery will be deemed to have taken place five days after you were given notice that the vehicle was ready for delivery.

Article 7 – The instalment amount, adjustments and deposit

- 7.1** Subject to the terms and conditions and restrictions of the Lease Agreement, BOVAG Leasefiets will bear the following costs for use of the vehicle:
- the costs of repair and regular maintenance to the vehicle;
 - the premium for an insurance policy or the costs for BOVAG Leasefiets for making a provision to cover damage to the vehicle caused by collision, theft and other sudden external events (bodywork damage);
 - premium for Rider Accident Insurance and Recovery Assistance Insurance;
 - the costs of breakdown assistance;
 - any other costs, if this is determined in the Lease Contract.
- 7.2** All costs which are not included in the summary above do not form part of the instalment amount. The costs of charging the battery, for example, and any traffic fines must be borne by you.
- 7.3** BOVAG Leasefiets can only adjust the instalment amount after the Lease Agreement has come into effect in the following cases:
- If, after the Lease Contract is signed, taxes or levies relating to the ownership or use of the vehicle are adjusted. Examples of these taxes are VAT and Insurance Tax. These increases to the instalment amount can also take place within 3 months of the Lease Contract being signed.
 - If, after the Lease Contract is signed, new taxes or levies relating to the ownership or use of the vehicle are introduced. These increases can also take place within 3 months of the Lease Contract being signed.
 - If the purchase price of the vehicle is increased between the moment the Lease Contract is signed and the moment of delivery of the vehicle. If the instalment amount is increased on these grounds, you will be permitted to terminate the Lease Agreement in writing within 14 days of BOVAG Leasefiets notifying you about the increase, at no additional cost. This increase can also take place within 3 months of the Lease Contract being signed.
 - If the insurance premium changes.
- 7.4** The Lease Agreement is subject to a deposit of at least 1 monthly instalment and not more than 3 monthly instalments. The amount of the deposit is stated in the Lease Contract. As soon as BOVAG Leasefiets has received the deposit amount from you, the vehicle will be ordered from the supplying dealer. You must pay the deposit within 1 week of signing the Lease Contract, and before collecting the vehicle. If you do not do so, BOVAG Leasefiets can terminate the agreement.
- 7.5** The deposit will be repaid to you within 65 days of the end of the Lease Agreement, on condition that you have met all your obligations to BOVAG Leasefiets. If this is not the case, BOVAG Leasefiets can deduct the unpaid amounts from the deposit. You are not permitted to set off the instalment amount and other amounts to be paid by you against the deposit.

Article 8 – Payment of the instalment amount and other amounts

- 8.1** You pay the instalment amount including VAT as of the start of the Lease Period. This is therefore from the moment you collect the vehicle or, if you have not yet collected the vehicle 5 days after the vehicle was ready for you, as of the first day after said 5-day period.
- 8.2** You pay the instalment amount until the Lease Period ends, as stated in article 5, and you have returned the vehicle to BOVAG Leasefiets. If the Lease Agreement is ended as a result of theft of the vehicle or if the vehicle is written off, the requirement of returning in the vehicle will not apply to you.
- 8.3** The instalment amount is applicable per calendar month. If the Lease Period starts after the first day of the calendar month or the Lease Agreement ends before the last day of the calendar month, the instalment amount will be calculated on the number of days of the Lease Period in the month in question.
- 8.4** The instalment amount is owed in advance; other amounts are owed within 14 days of the invoice date. Payment of the monthly instalments and other amounts can only take place by direct debit, with the exception of the termination payment. The latter must be paid by bank transfer. By signing the SEPA direct debit mandate, you grant permission to BOVAG Leasefiets to debit the amounts owed from your bank account.
- 8.5** BOVAG Leasefiets will charge collection costs if you have not paid an amount by the date on which it must be paid. You will receive a demand for payment. In order to be able to charge collection costs in the event of non-payment, BOVAG Leasefiets will give you an additional 14-day period during which to pay. If you do not pay within this period, BOVAG Leasefiets will charge you collection costs. The level of these depends on the amount to be paid, and is set down in the Extrajudicial Collection Costs (Fees) Decree. The demand for payment will refer to these consequences of late payment, stating the level of the amount of the collection costs.
- 8.6** If you do not pay the instalment amounts or other amounts on time, the agreement may be terminated. If BOVAG Leasefiets terminates the Lease Agreement due to non-payment, the amount already owed by you will be increased by the termination payment. This termination payment is the same as the termination payment described in article 15. You will owe the termination payment in addition to the other amounts. In the context of termination of the Lease Agreement due to non-payment, you will be first be sent a registered letter, with a copy by ordinary letter or by email. In the letter, you will be given the opportunity to pay within 14 days, with notice that BOVAG Leasefiets can otherwise terminate the Lease Agreement, and that you will owe the payment referred to above in that case. If the Lease Agreement can be terminated at the moment this period ends, we refer you to the termination provisions in article 15.1.
- 8.7** You will receive the invoices for the monthly instalments and other amounts to the email address provided to BOVAG Leasefiets. If your email address changes, you must notify BOVAG Leasefiets to this effect immediately. If you do not receive invoices, this does not affect your payment obligation.
- 8.8** The fact that the vehicle cannot be used, for any reason whatsoever, does not have any influence on the payment obligations, unless BOVAG Leasefiets has notified you in writing that the payment obligation is being suspended.

Article 9 – Attachment of accessories

- 9.1** You are permitted to attach accessories or make other changes or additions to the vehicle, after you have received written permission to do so from BOVAG Leasefiets. It must be possible to attach and remove the accessories without damage occurring to the vehicle. The accessories must be removed from the vehicle before returning it, unless BOVAG Leasefiets has notified you that this is not necessary. The costs of insurance, maintenance, repair and replacement of the accessories attached by you will be borne by you.
- 9.2** If you do not remove accessories attached by you, BOVAG Leasefiets automatically becomes owner of the accessories, without payment. The costs for insurance, maintenance, repair, replacement, assembly and removal of the accessories will be borne by you.

Article 10 – Terms and Conditions of Insurance

- 10.1** The risk of damage to the vehicle itself as a result of collisions and similar events (bodywork damage) is covered in accordance with good and extensive cover under comprehensive insurance policies. In the case of bodywork damage, in some cases no cover exists, and the damage may then be recovered from you. These are cases in which insurance companies generally do not provide cover for bodywork damage. This also applies to bodywork damage which can be recovered from you if the rider has more alcohol in his or her blood or breath than permitted, or has not cooperated in a test to ascertain this.
- 10.2** Bodywork Damage, Rider Accident and Recovery Assistance insurance is included in the Lease Agreement. The Terms and Conditions of Insurance are applicable to this. You can find the Terms and Conditions of Insurance on the website of BOVAG Leasefiets (www.bovagleasefiets.nl).
- 10.3** In the case of covered bodywork damage, you pay an excess per damage event if the amount of the damage is the same as or greater than the amount of the excess. If the amount of the damage is lower than the amount of the excess, you pay the amount of the damage.
- 10.4** If the bodywork damage is recovered from a third party, BOVAG Leasefiets will repay the excess for this damage to you.
- 10.5** The level of the excess is stated in the Terms and Conditions of Insurance.
- 10.6** BOVAG Leasefiets has opted to include Rider Accident and Recovery Assistance Insurance in the Lease Agreement, as standard. The Terms and Conditions of Insurance you can find at our website (www.bovagleasefiets.nl) are applicable to this for the part that pertains to Rider Accident insurance.
- 10.7** We consider theft of the vehicle to be bodywork damage, and you must act accordingly. You must also report the theft to the police immediately after discovering it, and return the keys to BOVAG Leasefiets or to a claim adjuster engaged by BOVAG Leasefiets. You must send the police report to BOVAG Leasefiets immediately after receipt.
- 10.8** In the case of theft or loss of keys, you must notify BOVAG Leasefiets immediately, and immediately report this to the police. You must send the police report to BOVAG Leasefiets immediately after receipt.
- 10.9** You bear the risk for damage to or loss of personal property located on the vehicle and/or accessories which you yourself have attached and which are not included in the Lease Agreement.

Article 11 – Use of vehicle

- 11.1** In general, you must use the vehicle with due care and diligence. The vehicle must not be used in such a way that no cover for bodywork damage exists under the Terms and Conditions of Insurance or under the clauses in the individual provisions on cover of bodywork damage.
- 11.2** If damage to the vehicle occurs, the vehicle must not be ridden further if this could worsen the damage.
- 11.3** For the application of the terms and conditions of the Lease Agreement, the actions and omissions of other riders or other users of the vehicle are for your account and are deemed the same as your own actions and omissions. You are therefore liable for other users. However, if the vehicle is stolen, you will not be liable for what happens after the theft of the vehicle. This is subject to the condition that you (or the other user of the vehicle) immediately notifies the police that the vehicle is missing, and reports the theft of the vehicle.
- 11.4** The vehicle can be ridden by anybody, unless the nature of the vehicle or traffic laws stipulate a higher age; in such a case, said higher age will apply. For high speed e-bikes, BOVAG Leasefiets applies a minimum age for the rider of 21 years.

Article 12 – Repairs and preventive maintenance

- 12.1** You yourself must maintain the tyre pressure and battery charge at the prescribed levels according to the guidelines of the manufacturer. The costs of this will be borne by you.
- 12.2** You yourself must keep track of when the vehicle needs a service. As soon as the vehicle needs a service according to the guidelines of the manufacturer, you make an appointment for this with the accredited vehicle shop for the make of vehicle in question. You then bring the vehicle yourself to the shop. To avoid misunderstandings about payment of the costs, you must notify the accredited vehicle shop for the make of vehicle in question that the vehicle is the property of BOVAG Leasefiets, and that they must request permission in advance from BOVAG Leasefiets for the service. If the vehicle is abroad at the time it needs a service according to the service schedule, the service can wait until the vehicle is back in the Netherlands again.
- 12.3** If the vehicle has a defect that has to be repaired, you can also bring the vehicle for repair to the accredited vehicle shop for the make in question, after making an appointment. In this case, when taking the vehicle for repair, you must also notify the shop that the vehicle is the property of BOVAG Leasefiets, and that they must request permission in advance from BOVAG Leasefiets.
- 12.4** BOVAG Leasefiets will pay the costs of repair or service to the accredited vehicle shop for the make of vehicle in question, on condition that BOVAG Leasefiets has granted permission in advance for the repair or service. In the case of repair and service abroad for which BOVAG Leasefiets has given permission, you can pay the costs yourself. You must then request an invoice made out in the name of BOVAG Leasefiets. You then send this (original) invoice, together with proof of payment, to BOVAG Leasefiets. The costs are then paid by BOVAG Leasefiets to you, up to the amount for which permission was given.

Article 13 – Replacement vehicle

A replacement vehicle does not form part of the Privé Lease Agreement.

Article 14 – Impoundment of the vehicle and fines

- 14.1** If the vehicle is impounded, or if this is likely to happen, you must notify the impounding party immediately that the vehicle is not your property, but the property of BOVAG Leasefiets. You must also immediately notify BOVAG Leasefiets regarding the impoundment, and immediately forward the details of BOVAG Leasefiets to the impounding party. You authorise BOVAG Leasefiets to do all that which is necessary, at its request, to end or prevent the impoundment. If the impoundment continues beyond the end of the Lease Agreement, you will be required to pay the instalment amount until the vehicle is released from impoundment again and in the possession of BOVAG Leasefiets.
- 14.2** You will be liable for all fines, and the consequences of other measures relating to use of the vehicle. You will receive any fines, etc., directly from the bodies issuing them. You yourself are responsible for correct and timely payment of the fine.

Article 15 – Termination of the Lease Agreement before end of the Lease Period

- 15.1** You can terminate the Lease Agreement prematurely, at the earliest on the first day of the second year of the Lease Period. You must observe a period of notice of at least 1 month. To terminate, send a letter to BOVAG Leasefiets (BOVAG Leasefiets, Team Privé Lease, Postbus 725, 9200 AS Drachten). If you entered into the Lease Agreement by email or via the internet, you can also terminate by email (privelease@bovagleasefiets.nl). In the event of termination, you are required to pay a termination payment. The termination payment and all other unpaid amounts must be paid before the day of termination. If this does not take place, determination will not have any effect and the Lease Agreement will continue until it ends by other means.
- 15.2** Are you compelled to terminate the Lease Agreement because payment of the lease instalments has become impossible for you, through no fault of your own? Notify BOVAG Leasefiets about this, providing documentation to back it up. Together with you, BOVAG Leasefiets will try to find a reasonable solution for the payment of the termination payment, for example by offering a payment arrangement. If a payment arrangement is agreed, the provision stating that the termination payment must have been paid before the day of termination will not be applicable.
- 15.3** For each month that the Lease Agreement ends earlier than the end date of the Lease Period you will pay a fixed termination payment of 50% of the total remaining monthly instalments. Any damage which has not yet been reported and is observed at that moment will be settled with you when you return the vehicle.
- 15.4** If a calculation shows that a recalculation of the Lease Period to a shorter term would offer you a better result in total than the fixed termination payment of 50%, we will apply the recalculation.
- 15.5** If you take out a new Privé Lease Agreement with BOVAG Leasefiets with at least the same term as the original term of the Lease Agreement to be ended prematurely, a termination payment of a maximum of 25% of the total remaining monthly instalments will be applicable.
- 15.6** If you want to terminate the Lease Agreement within the first year, you will pay 100% of the monthly instalments up to the 12th month of the Lease Period, along with the termination payment stated in article 15.3.

Calculation of the percentage of the fixed termination payment

Example: you have a Privé Lease Agreement for a term of 36 months, a monthly instalment of €89 and you want to terminate the Lease Agreement after 24 months. The fixed termination payment would then be $50\% \times 12 \text{ months remaining term} \times €89 = €534$.

Calculation via recalculation

The recalculation shows that a monthly instalment of €104 would be applicable for a term of 24 months. Settlement on the basis of the recalculation would mean an amount for you of $24 \text{ months} \times (€104 - €89) = €360$.

Eventual termination payment

In view of the fact that the calculation of the termination payment is lower for you via the recalculation, the recalculation will be applied. You must settle the fixed termination payments by transfer to the bank account of BOVAG Leasefiets before the termination date. The amount will not be direct debited. If the termination payment has not been received by BOVAG Leasefiets before the termination date, the Lease Agreement will continue to run till the moment the termination payment has been received.

Article 16 – Termination in the event of loss of work or divorce

If you are in a situation of demonstrable inability to pay due to loss of work which is no fault of your own, or in the case of divorce, you can terminate the Lease Agreement without termination payment. Any damage of a maximum of the excess per damage event will be settled with you in such a case. EDR Credit Services will determine your inability to pay on behalf of BOVAG Leasefiets on the basis of the data provided directly by you to EDR Credit Services and on the basis of a telephone interview.

Article 17 – Termination in the event of death

17.1 If you die, one of your heirs and/or BOVAG Leasefiets can terminate the Lease Agreement immediately. BOVAG Leasefiets can terminate by sending a letter to your most recently known address. No costs will be owed in the event of termination in the context of your death. Your heirs will be required to return the vehicle immediately after the termination, and remain obliged to pay the instalment amount and other unpaid amounts until the moment the vehicle is returned.

17.2 If the Lease Contract is signed by two persons and the other person has not died, the Lease Agreement can nevertheless be terminated immediately following your death

Article 18 – Termination payment

18.1 BOVAG Leasefiets can terminate the agreement if you have not paid the instalment amount or other amounts, including after you have been given the opportunity to do so. BOVAG Leasefiets always sends a warning in good time prior to termination.

BOVAG Leasefiets is also permitted to terminate the agreement if:

- you are declared bankrupt or the Debt Rescheduling (Natural Persons) Act is declared applicable to you;
- you move abroad;
- you are placed under guardianship or administration;

- the vehicle is stolen and has not been returned within 30 days of going missing;
- the vehicle is damaged to such an extent that it is reasonably irresponsible from a technical or economic point of view to repair the vehicle;
- The termination options in the law are also fully applicable.

If BOVAG Leasefiets wishes to terminate the Lease Agreement due to you moving abroad, it will refer you to the termination arrangement of article 15 before doing so. In the event that theft or write-off of the vehicle is covered by the insurance company or can be recovered in full from a third party, the termination payment will not be applicable.

If the agreement is terminated due to theft because the vehicle is a write-off, you can ask BOVAG Leasefiets to make another vehicle available to you. This can only continue for the length of the Lease Period, and will be subject to terms and conditions to be agreed. BOVAG Leasefiets will try as much as possible to meet your request, except if the termination payment and the loss after your account.

18.2 The termination payment will be calculated in the same way as in article 15.

Article 19 – Damage due to a defect on the vehicle

If the vehicle has a defect, BOVAG Leasefiets will only be liable for damage which is the consequence of this if BOVAG Leasefiets knew about the defect at the moment the Lease Agreement was entered into, or should have known, or if the occurrence of the defect is attributable to BOVAG Leasefiets.

Article 20 – Change of address

If you move house, you must pass on your new address to BOVAG Leasefiets. If your email address changes, you must also notify BOVAG Leasefiets of the new one. Until you do so, BOVAG Leasefiets will send all messages intended for you to the most recent address and/or email address you have provided. You must also notify BOVAG Leasefiets of any new telephone number. These changes must be notified in writing or by email.

Article 21 – Applicable law

The Lease Agreement is subject to the laws of the Netherlands.

Article 22 – Amendment to the Lease Agreement

If there is reason to do so, BOVAG Leasefiets can amend the Lease Agreement, together with you. Such an amendment is then set down in writing.

Article 23 – Joint and several liability

If you have signed the Lease Contract together with another person, you are both required to comply fully with the obligations in the Lease Agreement. Both you and the other person can therefore be held liable for payment of the full instalment amounts and for payment of other amounts. In such cases, if one person pays a debt in full, the other person naturally can no longer be held liable for said debt.

Article 24 – Handing in the vehicle and administrative settlement of the Lease Agreement

- 24.1** You must return the vehicle on the last working day of the Lease Period. If the last day of the Lease Period falls in the weekend or on a public holiday, you must return the vehicle prior to the weekend for the public holiday/holidays. In such a case, you cannot have access to the vehicle on this last day or these last days of the Lease Period. In such cases, the amount of the lease instalment for said day or days will be repaid to you.
- 24.2** You must make an appointment to return your vehicle with BOVAG Leasefiets or its representative in good time before the end of the Lease Period. BOVAG Leasefiets will notify you where the vehicle must be returned.
- 24.3** If you do not return the vehicle in good time, you will remain required to pay the instalment amount until the vehicle has been returned.
- 24.4** At the moment the vehicle is returned, an employee of BOVAG Leasefiets or the company where the vehicle must be returned assesses, together with you, whether the vehicle is damaged, clean and whether all the appurtenances, parts and documents with which the vehicle was delivered are present. The results of this assessment is set down in a return report. You are not required to be present at this assessment, but if there is a difference of opinion regarding the correctness of the return report, you will have to demonstrate that the report is incorrect.
- 24.5** If damage is discovered when the vehicle is returned, a determination will first be made as to whether the damage or contamination has already been notified by you to BOVAG Leasefiets or to its insurance company. If that is the case, the damage is settled in accordance with the arrangement in article 10. If the damage has not been notified, BOVAG Leasefiets assesses whether the damage must be borne by you, in its opinion. In this respect, it applies the standards listed in the return guidelines of BOVAG Leasefiets (hereinafter: Return Guidelines).
The return guidelines contain a description of the damage and contamination most frequently discovered when vehicles are returned. They also state the extent to which such damage must be borne by you, in each case. If the damage is not listed in the return guidelines, the opinion of BOVAG Leasefiets will be final.
- 24.6** The amount of the repair costs for each damage occurrence will be borne by you, up to the amount of the excess. This is also the case if multiple damage occurrences have been caused during a single damage event.

Article 25 – Purchase option

- 25.1** You have a preferential right with regard to purchase of the vehicle. If you wish to make use of this, you can request the price at which you can purchase the vehicle from BOVAG Leasefiets a minimum of 1 month before the end of the Lease Agreement.
- 25.2** The preferential right to purchase is only applicable if you have paid the purchase price to BOVAG Leasefiets before the official end date of the Lease Agreement, by bank transfer.
- 25.3** Title is only transferred once you have met all obligations arising both from the contract and from the preferential right to purchase.

Article 26 – Final settlement

The final settlement is drawn up after the return of the vehicle. The final settlement contains the settlement of unreported damage which is discovered on return and settlement of the monthly instalments paid in advance. The final settlement is settled automatically by direct debit, and is not set off against the deposit account.

Article 27 – Transferability

- 27.1** If you wish to transfer your authorisations, rights, privileges and actions arising from a contract to a third (natural) person, the written cooperation of BOVAG Leasefiets is required for this. BOVAG Leasefiets can attach additional terms and conditions and costs to its cooperation.
- 27.2** BOVAG Leasefiets is entitled to transfer all receivables, authorisations, rights, privileges and actions relating to the contract to third parties, or to pledge them. If this situation arises and as far as is necessary, you declare that you will cooperate on such a transfer or pledging and that said third-party will be able to exercise all rights allocated to BOVAG Leasefiets under this Lease Agreement in the event of such a transfer.

Article 28 – Force majeure

If BOVAG Leasefiets is prevented from performing the contract due to a shortcoming which is not attributable to it, BOVAG Leasefiets will be authorised to terminate the contract without judicial intervention by registered letter, or to suspend its obligations under the contract, until the force majeure situation in question has ended, without BOVAG Leasefiets being required to pay any compensation for loss. A shortcoming will, in any event, not be attributable to BOVAG Leasefiets if it is caused by the late delivery by the importer/factory/supplier/user to BOVAG Leasefiets, restrictive government measures, labour strikes, staff shortages, damage to the vehicle between the moment of entering into the contract and the moment of delivery.

Article 29 – Personal data

- 29.1** Your personal data are processed in accordance with the Personal Data Protection Act and their Privacy Regulations of BOVAG Leasefiets. These regulations can be found at www.bovagleasefiets.nl.
- 29.2** BOVAG Leasefiets reserves the right to process personal data and to provide them to 3rd parties if this is necessary in the context of the performance of the agreement and/or if there is a justified interest. This includes, in particular, the provision of data to trade information agency Economic Data Resources BV and/or affiliated other companies for the reduction/limiting our credit risks/financial risks.

Article 30 – Rounding off of monthly amounts

The monthly amounts are rounded off to whole euros. This means that if the monthly instalment changes by less than €0.50, the monthly instalment is rounded downwards. If the monthly instalment changes by €0.50 or more, the monthly instalment is rounded upwards. Changes can only take place due to changes resulting from government measures, whether this is a reduction or increase, due to a change to the term – which always takes place in consultation with you and with your permission – or due to an adjustment of the insurance premium.