

## GENERAL RENTAL CONDITIONS FOR MEMBERS OF BOVAG RENTAL COMPANIES (BUSINESS MARKET)

### DEFINITIONS OF TERMS:

Terms used in these conditions have the following meanings:

vehicle: the vehicle or other object that is the subject of the rental agreement;

- renter: the natural person who entered into the rental agreement within the execution of his/her profession or business, or the legal person or partnership entering into the rental agreement as renter;

- lessor: the natural person, legal person or partnership entering into the agreement as lessor;

- damage to the lessor: financial loss suffered directly or indirectly by the lessor as a result of:

- damage to (which also includes a condition of the vehicle or its parts that does not correspond with normal wear and tear) or loss of the vehicle or its accessories or parts, or another property of the lessor. This damage includes, amongst other things, the replacement of the vehicle, the loss of rental income and the costs of tracing the vehicle in case it is missing;

- damage inflicted on persons or property by or through the vehicle, for which the rental agency, the party in whose name the vehicle is registered or the liability insurer of the vehicle is liable;

- driver: the actual driver of the vehicle;

- overhead damage: damage to the lessor, caused by a collision involving any part of the vehicle situated more than 1.90 metres above the ground or by a collision involving property attached to the vehicle at a point more than 1.90 metres above the ground;

- checking out: form of returning the vehicle on a different location than that of the lessor, whereby the renter indicates where and when the vehicle can be collected by the lessor.

### ARTICLE 1: Determining the rental price and the duration of the rental

1. The rental agreement is entered into for the period and rate as stated on the rental agreement or otherwise agreed in writing. If no end date is stated on the rental agreement, it is assumed that the vehicle is rented for a period of 30 days. When this period has passed, the rental period will be extended by 30 days each time, unless the renter has returned the vehicle to the lessor.

2. Only after the lessor has given permission, the renter is allowed to return the vehicle at a time outside of the lessor's opening hours. In that case, the renter will remain liable for all damages that occur until the time that the lessor has actually collected the vehicle and inspected it or had it inspected.

3. Determining the number of kilometres driven takes place on the basis of the kilometre counter. After a defect has occurred in the kilometre counter, the number of kilometres driven will be determined in the most suitable manner. The same applies to an operational hour meter for the PTO and engine cooling system.

### ARTICLE 2: Delivery of vehicle by lessor on location

1. In case the vehicle is delivered on location, the renter or authorized driver must sign for the receipt and condition of the vehicle. If, at delivery, the renter is not

able to sign for this, he can make known any deviations in relation to the receipt and the condition to the lessor until two hours after delivery of the vehicle. If the renter does not respond, or does not respond in time, he will agree with the receipt and condition of the vehicle.

2. If the rental period starts within one hour after the lessor's opening hours, the lessor is entitled to deliver the vehicle up to a maximum of five working hours before the rental period starts. The rent is payable from the start of the rental period.

3. Lessor will not deliver the vehicle to the renter without a transfer procedure, if there is no safe and free parking space available.

4. Lessor will only hand over the key of the vehicle to a person authorized for that purpose and will not leave the key in a letterbox or any other place that is not sufficiently protected.

5. Renter shall remain responsible at all times for deliveries that take place on location at his request or at the request of the driver.

### ARTICLE 3: Returning the vehicle by the renter

1. The renter shall return or check out the vehicle at the time and location stated in the rental agreement.

2. In case of returning during office hours at another location than that of the lessor, the vehicle should be available to the lessor for collection at least one hour after checking out. If this is not the case, the rental agreement will continue until the next work day.

3. Renter shall at all times remain responsible for timely returning or checking out the vehicle. The rental period ends at the moment that the vehicle is correctly checked out. Checking out with retrospective effect and checking out for times in the future is not possible.

4. If the renter or driver is not present at the moment that the lessor collects the vehicle, he will agree with the conclusions of the lessor concerning the condition of the vehicle.

### ARTICLE 4: Extension of the rental period

Renter is obliged to return the vehicle to the company and address stated in the rental agreement at the latest on the day and time that the rental period ends, unless extension of the rental period has been agreed upon beforehand.

### ARTICLE 5: Exceeding the rental period

If the vehicle has not been returned to the lessor, or to a third party if this is permitted by the lessor, within the – possibly extended – period stated in the rental agreement, the lessor has the right to reclaim the vehicle immediately. The obligations of the renter arising from this agreement shall remain in force until the vehicle is back in the possession of the lessor, in the understanding that until that time the renter will be charged an amount of € 50.- per day (VAT excluded) on top of the rental sum, whereby a part of the day shall be considered as a whole day, without prejudice to the renter's obligation to compensate the damages suffered by the lessor.

### ARTICLE 6: Cancellation

Cancellation of the rental agreement is not possible, unless a cancellation arrangement has been agreed upon in writing.

## ARTICLE 7: Payment

1. The renter's debts are debts payable at the address of the creditor. Prior to the start of the rental period, it is possible that advance payment of the rent, as well as payment of a deposit are demanded. If the amount paid in advance exceeds the rent to be paid, it will also serve the reimbursement of all other amounts that the renter may be due to the lessor. The excess deposit will not be paid back before the vehicle has been returned. In case of damage, the excess deposit will only be returned after it has been established that the extent of the damage does not exceed the amount of the excess, after which at the most the excess deposit minus the amount of the claim is returned.
2. At all times, both at the start of the rental and in case of its possible extension, the lessor is entitled to demand from the renter security of payment or an order for payment by credit card. Such an authorization is irrevocable.
3. Unless agreed otherwise, payment of the rent should take place immediately after expiry of the rental period. Payment of other amounts should take place within fourteen days of the invoice date. If the renter does not pay in time, he shall be in default by operation of law. If it has been agreed that the amounts will be collected by means of direct debit and this turns out to be impossible, the renter will be in default from the moment that the direct debit collection has been attempted in vain. From the date of default the renter will be due the statutory commercial interest, increased by two percentage points per year, over the outstanding amount, whereby part of a month shall be considered a whole month.
4. If the renter remains in default of paying the amount due, also after summation, he must furthermore compensate collection charges. Collection charges include all judicial and extrajudicial costs made by the lessor in order to collect the amount due, with a minimum of 15% of the amount due or, if the amount due is lower than € 500.- (excl. VAT), with a minimum of € 75.- (excl. VAT).

## ARTICLE 8: (Additional) Costs

1. Additional costs: Costs for making the car ready for driving, collection and delivery costs, fill up costs and contract costs can be charged.
2. Costs connected to using the vehicle: During the rental period, the costs connected to using the vehicle such as tolls, kilometre charge, costs for a Eurovignette, costs as a result of decisions arising from violations as well as the costs for fuel, cleaning and parking are for the account of the renter.

## ARTICLE 9: Obligations in relation to the use of the vehicle.

1. The renter should handle the vehicle, the key and other included accessories or parts with due care and ensure that it is used in agreement with its designation.
2. The renter is obliged to return the vehicle in a clean condition. If this obligation is not observed, cleaning costs can be charged, with a minimum of € 25.- (excl. VAT).
3. Renter must secure the vehicle's load sufficiently.
4. Only persons who are indicated in the rental agreement as driver - possibly also in the role of renter - , are allowed to drive the vehicle, provided they have the required authority and competence.
5. The renter is not allowed to make the vehicle, the key or any other accessories available to a person who is not stated as driver on the front of the rental contract, unless otherwise agreed in writing.
6. The renter is only allowed to re-rent the vehicle or in any other way allow someone else to use the vehicle after written permission from the lessor.
7. The renter is not allowed to bind the lessor to third parties, nor to create the appearance that such is the case.
8. If the lessor is obliged to provide information to authorities concerning the identity of the person who drove or used the vehicle at some point of time, the renter should provide this identity to the lessor upon request.
9. The renter is not allowed to carry hitchhikers or animals in the vehicle, use the vehicle for driving lessons or use the vehicle for races as well as speed, driving skill or reliability tests, unless otherwise agreed in writing.
10. The renter is not allowed to take the vehicle outside of the national borders of the Netherlands, unless otherwise agreed with the lessor.
11. Renter should make sure that all fluids and tyre pressures are at the required level, and should comply with the lessors summons to offer the vehicle up for

maintenance. Such a summons by the lessor will take place with sufficient time for the renter to reasonably be able to comply with it.

12. Renter is obliged to bring the vehicle back to the lessor in its original condition. Renter is obliged to restore any changes or additions made by him or on his behalf; for this the renter cannot make any claim for reimbursement.

13. The renter should fill up with petrol that is suitable for the vehicle with, if required, the required additives.

14. In case of damage to or defects in the vehicle, the renter is not allowed to use the vehicle if this could lead to aggravation of the damage or defect, or to reduction of road safety.

15. If the vehicle, added accessories or its parts are damaged or missing, or in case of any event from where damage may result with great probability, the renter is obliged:

- to inform the lessor of this immediately by telephone;
- to follow the lessor's instructions;
- to warn the police on site;
- to submit all information and all documents related to the event to the lessor or his insurer, both when asked and at his own initiative;
- to submit a fully completed and signed claim form with, if required, a copy of the driver's licence of the driver to the lessor within 48 hours;
- to refrain from acknowledging guilt in whatever form;
- to not leave the vehicle behind without protecting it sufficiently against the risk of damage or loss;
- to offer all requested cooperation to the lessor and the persons assigned by the lessor in order to get compensation from third parties or to defend against claims from third parties.

16. The renter should inform the lessor as soon as possible about:

- malfunction in the operation of the kilometre counter, the tachometer, the speed limiter or the PTO, cooling engine and operating hour counter;
- breakage of the sealing plan of the fuel supply system;
- the vehicle becoming defective or about a malfunction shown by the vehicle;
- seizure of the vehicle;

and any other circumstances about which the lessor should reasonably be informed.

17. The renter is obliged to impose the obligations and prohibitions in this article on the driver, passenger and other users of the vehicle and make sure that they are observed.

## ARTICLE 10: Renter's liability for damage

1. If no damage description has been made of the vehicle between the parties, it is assumed that the renter received the vehicle in an undamaged condition.
2. Renter is liable for all damages to the lessor that result as a consequence of any event during the rental period or are in any other way related with the rental of the vehicle, whereby the following is observed.
3. If an excess has been agreed upon in the rental agreement, the liability of the renter for damage for each claim is limited to the amount of the excess, unless:
  - the damage occurred during or as a result of actions or failings contrary to article 9 or which are in any other way related to it;
  - the damage occurred as a result of using the vehicle on unpaved terrain, or using the vehicle on terrain for which the vehicle is apparently not suitable, or terrain of which the renter or driver has been warned that access will take place at his own risk;
  - the vehicle is re-rented to a third party, also if the lessor has agreed to this;
  - the damage arose because the renter did not observe the lessor's instructions;
  - the damage arose through or after theft, misappropriation or any other way of removing the vehicle and the renter has not submitted all the keys belonging to the vehicle, control unit of the alarm installation or the documents belonging to the vehicle (such as the vehicle registration certificate and the travel documents) to the lessor;
  - the damage results from realization of the hazard connected to the transport, storage, loading and unloading of hazardous, explosive, flammable, oxidizing or toxic substances. If the lessor is able to offer a motivated challenge concerning the facts stated by the renter in relation to the cause of the damage, the renter will have to prove his factual positions.
4. If, by force of an insurance agreement entered into by the



lessor – whether or not obligatory – against the risk of damage to the car or against the risk of legal liability, a compensation is granted to the lessor or to a third party, the renter's liability will remain unaffected.

5. In deviation to the agreed excess, a high maximum excess of € 5,000.- shall apply in case of overhead damage.

6. If the damage is the result of any loss caused by or through the vehicle, its scope is determined in advance on the amount of the compensation granted to the directly inflicted party, if necessary increased with other damage of the lessor.

7. The damage arising from the impossibility of renting out the vehicle during the period of repair or replacement, is determined in advance on the number of days that are involved with the repair or replacement of the vehicle, multiplied by the rental rate per day, reduced by 10% because of savings in variable costs.

8. In case of damage abroad, the costs for repatriating the vehicle are for the account of the lessor, unless it concerns a situation as intended in the third member of this article.

#### **ARTICLE 11: Repairs to the vehicle**

1. Repairs should take place in the company of the lessor. If, in reasonableness, this is not possible, the work should be performed by a garage that is part of the dealer network of the importer of the brand concerned or a garage assigned by the lessor for that purpose. Before offering the vehicle for repairs, the renter should ask for permission from the lessor.

2. At first request of the lessor, the renter will offer the vehicle up for inspection, repair or checks.

#### **ARTICLE 12: Defects to the vehicle and the lessor's liability**

1. Between the parties, a failing in the vehicle that is not related to negligent maintenance, is not considered a defect.

2. Lessor is only obliged to restore defects if he was aware of or should have been aware of these defects when the rental agreement was entered into, if this is reasonably possible and if this does not require any expenses that in the given circumstances cannot reasonably be demanded from the lessor.

3. In case of defects, the renter is only entitled to reduction of the rental rate if the lessor was aware of or should have been aware of the defects when the agreement was entered into.

4. Lessor is only liable for damage as a result of defects if he was aware or should have been aware of the defects when the rental agreement was entered into.

#### **ARTICLE 13: ROB-Net and submodules ROB-EF (only applicable if connected to the ROB-Net)**

1. The overdue function in the ROB system concerns a signal function. Not agreeing with an application of extension is not equal to a check-out. Only if a check-out complies with the requirements, the rental period will be terminated.

2. The renter should approve the temporary invoice via ROB-EF within 8 work hours after it has been drawn up, taking into account the number of rental days and driven kilometres during the period that the renter had the vehicle available to him.

#### **ARTICLE 14: Government measures and information to the authorities**

1. Any sanctions and consequences of government measures related to the renter having the vehicle at his/her disposal or making use of the vehicle shall be for the account of the renter, unless these are connected to a defect already present when the rental commenced or the sanctions are related to circumstances within the sphere of control of the rental agency.

2. Should these sanctions and measures be imposed on the rental agency, the renter shall indemnify the rental agency immediately on request, whereby the renter shall also be liable to pay administration costs, the minimum amount being € 25 (including VAT). The rental agency shall do its utmost to minimise these costs. Should the rental agency be obliged to provide information to the authorities due to any act or omission on the part of the renter, such as a traffic offence, the renter shall be obliged to reimburse any associated costs, the minimum amount being € 10 (including VAT).

#### **ARTICLE 15: Seizure of the vehicle**

In case of an administrative, civil or criminal seizure of the vehicle, the renter shall remain obliged to observe the obligations in the rental agreement, such as the payment of the rental rate, until the moment that the vehicle is back in the possession of the lessor free from seizures. Renter is obliged to indemnify the lessor for all the costs made resulting from the seizure and connected with the seizure.

#### **ARTICLE 16: Termination of the rental**

Lessor is entitled to terminate the rental agreement without notice of default or judicial intervention and to take possession of the vehicle again, without prejudice to his entitlement to the compensation of costs, damages and interests, if it turns out that during the rental period the renter does or will not, not timely, or not entirely comply with one or more obligations in the rental agreement, if the renter deceases, is placed under guardianship, he applies for a moratorium, he is declared insolvent, the Debt Management (Natural Persons) Act is declared as applicable to him, his place of residence or registered office is moved abroad, the vehicle is seized, or if during the rental period the lessor learns of the existence of circumstances that are of such a nature that if the lessor had been aware of this, he would not have entered into the agreement. The renter should provide all cooperation to the lessor in order to reclaim possession of the vehicle. The lessor is not liable for damage that results from terminating the rental agreement.

#### **ARTICLE 17: Liability of the renter for behaviour or negligence by third parties**

The renter is in a similar way as for his own behaviour responsible for the behaviour and negligence of the driver, the passengers and other users of the vehicle, also if they did not have permission from the renter.

#### **ARTICLE 18: Mediation arrangement**

The mediation arrangement only applies to disputes concerning the explanation or performance of the general rental conditions for the business market for members of BOVAG-Rental Companies. If a dispute occurs as described in this article, the renter can submit this dispute in writing to BOVAG Bemiddeling, Postbus 1100, 3980 DC, Bunnik, within three months after the dispute occurred. BOVAG Bemiddeling will mediate in this dispute and try to solve the dispute amicably. If the mediation does not lead to a result, BOVAG Bemiddeling will report this to the parties as soon as possible.

#### **ARTICLE 19: Processing personal data of renter and driver**

1. The personal data that are stated on the contract are processed in a register of persons by the lessor as the responsible party in the sense of the Personal Data Protection Act. On the basis of this processing, the lessor is able to implement article 14 of these conditions, implement the agreement, provide optimum service and current product information to the renter or driver and give personalized offers to renter or driver. The personal data can also be provided to bailiffs in cases where the vehicle has been filled up without paying. Renter and driver can ask for inspection and correction in relation to the processed personal data and raise an objection. If it concerns direct mailing, the objection will be accepted at all times.

2. The data mentioned in the first member can also be included in the Car Rental Warning System. On behalf of the Rental Companies department, PO Box 1100, 3980 DC Bunnik, BOVAG, in addition to the lessor, is responsible for the processing of these data in the Car Rental Warning System. The personal data of the renter and/or driver can be included in any case if it concerns theft of the vehicle, if the rental rate is not paid or not paid in time and if the vehicle was damaged with intent. For the complete list, see [www.bovag.nl/elena](http://www.bovag.nl/elena). At BOVAG, the stated persons can ask for inspection and correction in relation to the processed personal data and raise an objection.

#### **ARTICLE 20: Applicable law**

At all times, the rental agreement is governed by Dutch law.

If, during the introduction of legal proceedings, the renter is living or established outside of the Netherlands, only the court with jurisdiction in the place of business of the lessor will have competence.

